

US AIRWAYS

TERMS OF TRANSPORTATION

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I. INTRODUCTION

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

US Airways Express service is operated by subsidiary companies of US Airways Group or by independent companies operating under an agreement with US Airways.¹ The terms contained herein and all applicable tariffs also apply to US Airways Express flights except as noted in Section XII.

Since other airlines may have different terms of transportation, that information must be obtained directly from the individual airline.

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

NOTE: US AIRWAYS' TERMS OF TRANSPORTATION ARE SUBJECT TO CHANGE WITH OR WITHOUT NOTICE. THE MOST UP-TO-DATE VERSION IS AVAILABLE ON THE US AIRWAYS WEB SITE (USAIRWAYS.COM)

II. GENERAL INFORMATION

Definitions

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

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

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

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

Interline: Travel involving two or more airlines.

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

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

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

¹ At the time of publication, US Airways Express carriers include Air Midwest, Air Wisconsin, Chautauqua, Colgan, Mesa, MidAtlantic, Piedmont, PSA, Republic, and Trans States airlines.

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

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

US Airways Acting as Agent for Another Airline

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

Waiver/Modification of Terms

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

Specific Fares and Charges

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

Use of Radios, TVs and Other Electronic Devices On Board Aircraft

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

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

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

Claims Notification

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

Applicable Law

These terms of transportation shall be interpreted and enforced according to the laws of the Commonwealth of Virginia.

Advice to International Customers on Carrier Liability

If the customer's journey involves an ultimate destination or stop in a country other than the country of

departure the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers for death or personal injury and for loss of or damage to baggage. See also notice headed "Advice to International Passengers on Limitation of Liability" and "Notice of Baggage Liability Limitations."

Our Customer Commitment

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

US Airways has committed to:

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

III. ACCEPTANCE OF CUSTOMERS

Refusal to Transport

US Airways may refuse to transport, or may remove from any flight, any customer for the following reasons:

Compliance with any government regulation or with government requisition of space or request for emergency transportation in connection with national defense or national disasters (actual, threatened or reported).

Whenever necessary or advisable by reason of weather or other conditions beyond its control including, without limitation, acts of God, labor disturbances, strikes, civil commotion, embargoes, wars, hostilities or disturbances (actual, threatened or reported).

Refusal by a customer to permit a search of person or property for explosives, or for deadly or dangerous weapons, articles or substances.

Refusal by a customer to produce positive identification upon request.

Failure of a customer traveling across any international boundary to possess all valid documents (passports, visas, certificates, etc.) required by the laws of the countries from, over, or into which the customer will fly. US Airways is not responsible for any failure or inability of a customer to comply with government laws, regulations, orders, demands and requirements.

If a customer's conduct is disorderly, abusive or violent, or the customer: (1) appears to be intoxicated or under the influence of drugs, (2) attempts to interfere with any member of the flight crew in the pursuit of his/her duties, (3) engages in any action that could jeopardize the safety of other customers, (4) refuses to comply with seating requirements, or (5) refuses to comply with smoking regulations.

A customer who: (1) is unable to sit upright in a seat with the seat belt fastened or who requires a stretcher, (2) is over the age of five and barefoot, unless required for medical reasons, or (3) is known to have a contagious disease which has been determined, by US Airways' medical advisor, to be a direct threat to the health and safety of others.

A person in the custody of law enforcement personnel unless the ratio of law enforcement escorts to persons in custody complies with federal regulations.

A customer who requires constant oxygen or other life support equipment.

- A customer who wears or has on or about his/her person concealed or unconcealed deadly or dangerous weapons. However, US Airways will carry a customer who meets the qualifications and conditions established by Federal Aviation Regulations.
- Any pregnant customer expecting delivery within seven days, unless US Airways is provided a doctor's certificate, dated within 72 hours of departure, stating that the doctor has examined and found the customer to be physically fit for air transportation.
Infants requiring incubators or other life support systems or life monitoring systems (i.e., infant respiratory/heart rate monitor).
- Infants under seven days old, unless US Airways is provided a doctor's certificate stating that the infant is healthy and physically fit for air transportation.

Customers with Disabilities

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

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

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

Attendants

US Airways may require that a qualified individual with a disability meeting any of the following criteria travel with an attendant as a condition of being provided air transportation, if US Airways determines 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 carrier personnel, including the pre-flight safety briefing.
- A person with a mobility impairment so severe that the person is unable to assist in his or her own evacuation of the aircraft.
- A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with carrier personnel, adequate to permit transmission of the pre-flight safety briefing.

If US Airways determines that such individual with a disability must travel with an attendant, contrary to the individual's self-assessment that he or she is capable of traveling independently, US Airways shall not charge for the transportation of the attendant.

NOTE: US AIRWAYS IS NOT LIABLE FOR ITS REFUSAL TO TRANSPORT ANY CUSTOMER OR FOR ITS REMOVAL OF ANY CUSTOMER IN ACCORDANCE WITH THE ABOVE PARAGRAPHS, BUT US AIRWAYS WILL PROVIDE THE APPLICABLE INVOLUNTARY REFUND.

Disability Complaints

Customers who have complaints about the handling of a customer with a disability may discuss the issue with the local Complaints Resolution Official, contact US Airways' Office of Customer Relations (see section XIII), or contact the Department of Transportation.

U.S. Department of Transportation
Aviation Consumer Protection Division
400 Seventh Street, S.W.
Washington, DC 20590

Acceptance of Children

Accompanied Children: Children under 15 years of age are accepted for transportation when accompanied on the same flight by a customer at least 15 years of age.

Unaccompanied Children: Unaccompanied children under five years of age are not accepted for travel. Unaccompanied children ages five through 14 are accepted for transportation as follows:

- Five years of age or older are accepted for travel on US Airways nonstop flights. A service charge is applicable.
- All travel by unaccompanied children must be on flights on which the child holds a confirmed reservation from airport of origin to airport of destination.
- The unaccompanied child must be brought to the airport by a parent or guardian who must furnish US Airways with the name, address and phone number of the parent or guardian who will meet the child upon deplaning at the child's destination.
- A parent or guardian must complete the unaccompanied minor request for carriage form, which will accompany the child throughout the trip.
- The parent or guardian accompanying the child to the airport must not leave the airport until the child's flight has departed.
- The parent or guardian meeting the child at the destination must produce government-issued photo identification which matches the name provided by the parent or guardian who delivered the child to the departure airport.
- US Airways reserves the right to refuse transportation if the flight on which the child holds a reservation may terminate at an airport other than the child's destination.
- **Unaccompanied children will be monitored while in the care of US Airways. In the event of a flight cancellation, diversion, substantial delay or other irregularity, US Airways will attempt to contact the parent or guardian identified in the unaccompanied minor forms at the numbers provided, and priority reaccommodation will be provided to the child.**
- If an unexpected overnight stay is required, adult supervision will be provided and US Airways will attempt to contact the parent or guardian at the numbers provided.

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

NOTE: US AIRWAYS WILL NOT ASSUME ANY FINANCIAL OR GUARDIANSHIP RESPONSIBILITY FOR UNACCOMPANIED CHILDREN BEYOND THOSE APPLICABLE TO AN ADULT CUSTOMER OR EXPRESSLY STATED AS PART OF THE KIDS CLASS PROGRAM.

Service Animals

US Airways will permit dogs and other service animals to accompany a person with a disability in the cabin. A service animal is defined as a guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. US Airways may request identification or other evidence that an animal is a service animal. The service animal may accompany the customer in the same seat as the customer, unless the animal obstructs an aisle or another customer's emergency exit pathway. There is no charge for the transportation of a service animal accompanying a customer with a disability.

US Airways will also transport, at no charge, dogs trained in explosive detection or search and rescue when accompanied by a law enforcement official or rescue team member. The dog may accompany the handler in the cabin but is not permitted to occupy a seat.

Additional restrictions may apply to international travel

IV. RESERVATIONS

Confirmed Reservations

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

Cancellation of Confirmed Reservations

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

- If the customer has not purchased (through direct payment or other satisfactory credit arrangement) a validated ticket or completed an electronic purchase providing for confirmed seat(s) at least 30 minutes (60 minutes international) prior to scheduled departure of the flight or earlier, if a greater time limit is specified.
- If the customer fails to fulfill the requirements of the fare type to which the reservation applies.
- If the customer is not present at the boarding gate or on the aircraft at least 15 minutes (30 minutes international, 5 minutes for US Airways Shuttle flights) prior to scheduled departure time of the flight even if the customer has already checked in for the flight at a location designated for check-in.
- If the customer fails to occupy the seat reserved (for example, a no-show). A no-show on the first leg of a round trip may result in cancellation of the entire itinerary.
If such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond US Airways' control.
- If US Airways refuses to transport the customer for any of the reasons stated in Section III above.

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

Failure to Use Flight Coupons

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

24 Hour Hold Policy

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

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

Pre-Assigned Seats

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

Dividend Miles Seats

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

V. TICKETS

Ticket Validity

If a refundable ticket is not used for the flights and dates purchased, the value of the ticket, less any applicable fees, can be applied towards the purchase of another ticket, for one year from the date of issue as indicated on the ticket. All travel must be completed within one year from original date of ticket issuance. All tickets will expire within one year of original date of ticket issuance.

Unless otherwise specifically provided by the governing fare tariff, wholly unused nonrefundable tickets are valid and may be changed for one year from the date of issue, provided the customer has notified US Airways on or before the scheduled departure date if they do not plan to fly as ticketed due to a voluntary change, subject to any applicable fees. Partially used nonrefundable tickets are valid for one year from the date of issue, provided any voluntary changes are made and the ticket reissued on or before the scheduled date of departure, subject to any applicable fees. All travel must be completed within one year from original date of ticket issuance for both partially and wholly unused nonrefundable tickets. All tickets will expire within one year of original date of ticket issuance. Except as stated above, all nonrefundable tickets have no further value once the scheduled date of departure for any ticketed segment has passed and the customer has failed to travel on such ticketed segment, other than due to an oversale, a cancellation or delay of the ticketed flight by the carrier. All unflown segments of such tickets are invalid and may not be applied toward the purchase of another ticket.

Altered, Mutilated and Invalid Tickets

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

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

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

Transferability of Tickets

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

VI. CHECK-IN

Check-In

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

If a customer with a seat assignment on US Airways does not obtain a boarding pass at least 30 minutes (45 minutes international) before the scheduled departure time, the customer's seat assignment (including those seat assignments on continuing or returning flights) may be subject to cancellation. This policy does not apply to US Airways Shuttle flights.

Passengers departing ATL/DEN/DFW/HNL/IAD/LAS/OGG/PHL/PIT/SEA must present themselves at the US Airways ticket counter no later than 45 minutes prior to departure. Passengers failing to comply will be re-accommodated on the next available US Airways flight.

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

VII. FARES

General

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

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

Additional Collection

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

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

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

Connecting Flights

When a metropolitan area is served by more than one airport and the customer requires connecting

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

Stopovers

A stopover is a voluntary interruption in the customer's journey at an intermediate city which may result in the collection of a higher fare based on the sum of the local fares. A stopover occurs when a customer arrives at an intermediate city and fails to depart from that city on the first flight (a) on which space is available, or (b) that will provide for the customer's earliest arrival at another city or the customer's destination. In no event will a stopover occur when the customer departs from the intermediate city on a flight scheduled to depart within four hours (24 hours international) after the customer's arrival.

Routings

A fare applies only:

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

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

Rerouting When Allowed

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

Children's Fares

One child under two years of age, not occupying a seat and accompanied by a customer at least 15 years of age, will be transported without charge within the continental U.S. Accompanied children under two years of age traveling to an international destination may be required to pay a fare, whether or not they occupy a seat. All other accompanied children under 12 years of age occupying a seat will be charged the appropriate fare. Children's fares may be available in some markets. Customers aged 12 and over will be charged the applicable adult fare.

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

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

VIII. REFUNDS

Voluntary (Refunds Requested by the Customer)

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

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

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

Any applicable change fee, cancellation penalty or ticketing fee will be deducted from the refund amount. For eligible tickets purchased by credit card, refund notifications will be sent to the applicable credit card company within seven business days after receipt of proper documentation. Eligible tickets purchased by credit card may only be refunded to the credit card used to purchase the ticket.

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

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

Involuntary (Refunds Provided When US Airways is Unable to Accommodate the Customer)

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

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

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

NOTE: SPECIAL REFUND RULES MAY APPLY FOR INTERNATIONAL TRAVEL.

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

Lost Tickets

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

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

the ticket and the price originally paid for the ticket may be refunded if the fare basis allows

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

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

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

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

Overcharges

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

Refund Audits

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

IX. DELAYED AND CANCELED FLIGHTS

US Airways' Responsibility for Schedules and Operations

US Airways undertakes to use its best efforts to transport the customer and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of the terms of transportation. US Airways may substitute alternate carriers or aircraft and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. US Airways is not responsible or liable for making connections, or for failing to operate any flight according to schedule, or for changing the schedule of any flight.

Notification

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

Extended Onboard Ground Delays

US Airways defines an extended onboard ground delay as being two hours or more. Customers will be advised prior to boarding if an extended onboard ground delay is anticipated. When an extended onboard ground delay occurs, the flight crew will communicate the status of the flight in a timely manner and advise if cellular phones or other electronic devices may be used. Customers will not be denied access to functioning lavatories or water. Exception: A small number of US Airways Express aircraft are not equipped with a lavatory.

The extended onboard ground delay situation will be assessed at regular intervals, and decisions will be escalated through operations management to coordinate returning the aircraft to the gate in order to minimize customer discomfort. Length of flying time will be taken into consideration when making these decisions.

US Airways management at each airport has local plans which outline their procedures to handle emergencies and other unusual situations. These situations can include, but are not limited to, customer medical emergencies and severe weather conditions.

Rebooking

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

Alternate Transportation

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

Amenities/Services for Delayed Customers

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

When a flight is canceled or delayed by two hours or more, customers at connecting points in their itineraries will be provided upon request with a prepaid telephone card which can be used on a local public telephone, or access to a US Airways telephone.

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

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

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

With respect to amenities made available by US Airways, including ground transportation and hotel accommodations, the vendor providing such service is not an agent, servant, employee, or in any manner

under contract with US Airways to provide such goods and services. US Airways disclaims all liability for any acts or omissions of the vendor, its agents, servants, and employees resulting in personal injury or death, or loss of or damage to property.

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

X. DENIED BOARDING

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

Voluntary

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

Involuntary

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

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

Transportation for Customers Denied Boarding

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

Compensation for Flights Within the Continental United States

Voluntary - US Airways will offer volunteers on flights within the continental United States a transferable voucher for one free roundtrip coach class ticket on US Airways within the continental United States.

Involuntary - US Airways will offer one of the following types of compensation to customers denied boarding involuntarily on flights within the continental United States:

- A transferable voucher for one free roundtrip coach class ticket on US Airways within the continental United States,
or,
- Cash compensation in the amount of 200% of the sum of the values of the customer's remaining flight coupons of the ticket to the customer's next stopover, or if none, to his/her destination, but not more than \$400.00.

However, the compensation shall be 50% of the amount described above, but not more than \$200.00, if US Airways arranges for comparable air transportation, or for other transportation acceptable to the customer, scheduled to arrive not later than two hours after the planned arrival, at the airport of the

customer's next stopover, or at the airport of the customer's destination of the flight on which the customer holds a confirmed reservation.

Certain restrictions may apply to these tickets, which are disclosed in materials available from US Airways agents and on the US Airways web site (usairways.com).

Compensation for Nonstop Flights To or From Canada, the Caribbean Islands, Bermuda, Mexico or Latin America

Voluntary - US Airways will offer volunteers on nonstop flights to or from Canada, the Caribbean islands, Bermuda, Mexico or Latin America compensation in the form of a transferable voucher for one free roundtrip coach class ticket on US Airways within the continental U.S./Canada, the Caribbean islands, Bermuda, Mexico or Latin America.

Involuntary - US Airways will offer one of the following types of compensation to customers denied boarding involuntarily on nonstop flights to or from Canada, the Caribbean islands, Bermuda, Mexico or Latin America:

- A transferable voucher for one free roundtrip coach class ticket on US Airways within the continental U.S., Canada, the Caribbean islands, Bermuda, Mexico or Latin America,
or,
- Cash compensation in the amount of 200% of the sum of the values of the customer's remaining flight coupons of the ticket to the customer's next stopover, or if none, to his/her destination, but not more than \$400.00. However, the compensation shall be 50% of the amount described above, but not more than \$200.00, if US Airways arranges for comparable air transportation, or for other transportation acceptable to the customer, scheduled to arrive not later than two hours after the planned arrival, at the airport of the customer's next stopover, or at the airport of the customer's destination of the flight on which the customer holds a confirmed reservation.

Certain restrictions may apply to these tickets, which are disclosed in materials available from US Airways agents and on the US Airways web site (usairways.com).

Compensation for Flights To or From Alaska or Hawaii

Voluntary - US Airways will offer volunteers on flights to or from Alaska or Hawaii a transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe.

Involuntary - US Airways will offer one of the following types of compensation to customers denied boarding involuntarily on flights to or from Alaska or Hawaii:

- A transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe,
or,
Cash compensation in the amount of 200% of the sum of the values of the customer's remaining flight coupons of the ticket to the customer's next stopover, or if none, to his/her destination, but not more than \$400.00.
However, the compensation shall be 50% of the amount described above, but not more than \$200.00, if US Airways arranges for comparable air transportation, or for other transportation acceptable to the customer, scheduled to arrive not later than two hours after the planned arrival, at the airport of the customer's next stopover, or at the airport of the customer's destination of the flight on which the customer holds a confirmed reservation.

Certain restrictions may apply to these tickets, which are disclosed in materials available from US Airways agents and on the US Airways web site (usairways.com).

Compensation for Nonstop Flights To Europe

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

- A transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe,
or,

- Cash compensation in the amount of \$200.

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

A transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe, or,

- Cash compensation in the amount of 200% of the sum of the values of the customer's remaining flight coupons of the ticket to the customer's next stopover, or if none, to his/her destination, but not more than \$400.00.

However, the compensation shall be 50% of the amount described above, but not more than \$200.00, if US Airways arranges for comparable air transportation, or for other transportation acceptable to the customer, scheduled to arrive not later than two hours after the planned arrival, at the airport of the customer's next stopover, or at the airport of the customer's destination of the flight on which the customer holds a confirmed reservation.

Certain restrictions may apply to these tickets, which are disclosed in materials available from US Airways agents and on the US Airways web site (usairways.com).

Compensation for Nonstop Flights From Europe

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

A transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe, or,

- Cash compensation in the amount of 200 EUR.

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

- Customers reaccommodated on flights scheduled to arrive less than four hours after the scheduled arrival time of the original flight will be offered a transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe, or cash compensation in the amount of 300 EUR (or USD equivalent).
- Customers reaccommodated on flights scheduled to arrive more than four hours after the scheduled arrival time of the original flight will be offered a transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe, or cash compensation in the amount of 600 EUR (or USD equivalent).

Certain restrictions may apply to these tickets, which are disclosed in materials available from US Airways and on the US Airways web site (usairways.com)

Waiver of Payment of Compensation

Denied boarding compensation payment may not be made if:

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

Free Air Transportation as Compensation for Travel

Free air transportation is limited to one round trip ticket from any one city served by US Airways to any one destination served by US Airways within the applicable region where the voucher was issued, as selected by the customer. The regions of issuance are defined as follows:

- Region 1 includes the continental United States
- Region 2 includes the continental United States, Canada, the Caribbean islands, Bermuda, Mexico and Latin America
- Region 3 includes the United States, including Alaska and Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America and Europe

The voucher for free air transportation will be provided only to the customer who was denied boarding, although the customer may elect to transfer the voucher to another person. The voucher for free air transportation must be exchanged for a ticket within one year from the date of issuance of the voucher. Tickets issued in exchange for free air transportation vouchers are valid for one year from the date of ticket issuance. All travel must be completed within one year of the date of ticket issuance. Space is subject to availability at time of booking and travel must be via US Airways only and via the most direct routing on which space is available. A stopover will be permitted only at the customer's outward destination. The ticket has no refund value and may be rerouted and reissued only by US Airways. A customer involuntarily denied boarding may decline this transportation benefit and receive the cash payment specified in Section X describing involuntary compensation.

US Airways policies and procedures on voluntary and involuntary denied boarding, including applicable check-in deadlines, are available from authorized US Airways agents and on the US Airways web site (usairways.com).

NOTE: ACCEPTANCE OF DENIED BOARDING COMPENSATION CONSTITUTES FULL COMPENSATION FOR DAMAGES INCURRED BY THE CUSTOMER AS A RESULT OF US AIRWAYS' FAILURE TO PROVIDE THE CUSTOMER WITH A CONFIRMED SEAT.

XI. BAGGAGE

Free Baggage Allowance

For each ticketed customer, US Airways will transport free of charge a maximum of three bags

- Up to two (2) bags may be checked free of charge.
- One (1) bag may be transported as carry-on.

Each piece of baggage to be checked without charge cannot exceed a weight of 50 pounds and dimensions of 62 inches in overall length, width and height.

An extra charge applies for additional, overweight, and/or oversized pieces. In no event will US Airways accept baggage that weighs more than 100 pounds and/or baggage with combined dimensions exceeding 115 inches. Special items such as pets, surfboards, bicycles, scuba equipment, etc. are not included in the customer's free baggage allowance and are subject to an extra charge.

Carry-on baggage is limited to one piece per customer, plus a personal item such as a purse, briefcase, laptop, small backpack, diaper bag or camera case. The personal item cannot exceed total overall dimensions of 36 inches, and the other item of baggage cannot exceed the following maximum dimensions:

- Valet Closet—4x23 1/2x45
- Overhead Stowage—10x16x24
- Underseat Stowage—8x16x21

Both items cannot exceed a total combined weight of 40 pounds. Carry-on baggage allowance may be restricted due to lack of space.

NOTE: INTERNATIONAL CUSTOMERS ARE SUBJECT TO DIFFERENT FREE BAGGAGE ALLOWANCES AND

EXCESS CHARGES, DEPENDING ON DESTINATION. INFORMATION IS AVAILABLE FROM US AIRWAYS AGENTS AND ON THE US AIRWAYS WEB SITE (USAIRWAYS.COM).

Conditions of Acceptance

General Conditions of Acceptance: US Airways will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort or convenience of the customer for the purpose of the trip. All baggage, checked or carry-on, is subject to inspection including but not limited to electronic search and hand search.

Checked Baggage: US Airways will check baggage which is tendered by a customer and which is acceptable upon presentation by a customer of a valid ticket subject to the following conditions:

- Baggage must be checked at the airport in advance of flight departure.
- The customer's name must appear on the baggage.
- Baggage will only be checked to:
 - The customer'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 customer is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the customer is scheduled to arrive.

US Airways will refuse to transport or will remove at any airport baggage that the customer refuses to submit for inspection. US Airways may refuse to transport baggage on any flight other than the one carrying the customer.

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

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

Conditions for Acceptance of Special Items

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

- **Firearms:** In accordance with Federal law, a customer who presents baggage containing a firearm must sign a declaration that the firearm is unloaded and placed in a suitable locked, hard-sided container before such baggage will be checked. Ammunition must be securely packed in durable fiber, wood or metal boxes or in the manufacturer's original package. Additional restrictions may apply for international travel.
- **Child Restraint Systems:** A child restraint system will be accepted for transportation in the customer cabin only if the restraint system can be stowed beneath the seat or in an approved overhead compartment; or when an additional seat is reserved for the infant, a ticket is purchased and the restraint system can be properly secured by the seat belt. The infant may not be secured in the restraint system during ground movement, takeoff, landing or any other time when the "Fasten Seat Belt" sign is on, unless such restraint system is government approved.
- **Seat Baggage:** When determined acceptable by US Airways, an item of baggage may occupy a seat (selected by US Airways), providing the customer accompanies the property, the item meets specified dimensions, can be properly secured by the seat belt, reservations are made and the applicable fare is paid.

- **Pet Animals:** US Airways does not accept animals for shipment in the cargo hold. US Airways will accept for an extra charge small dogs, small domestic cats, small household birds and household tropical fish for transportation in the customer cabin under the following conditions:
 - Reservations are made at least 24 hours before departure.
 - The animal is harmless, inoffensive, odorless and requires no attention during transit.
 - The container must be approved by US Airways and able to fit underneath the seat in front of the customer traveling with the animal. (Maximum container size—21" length x 16" width x 8" height.)
Note: Due to underseat space constraints, pets may not be permitted in the cabin on certain aircraft types.
 - Only one pet per customer and container is permitted, and the pet cannot be removed from the container during transit.
 - In the event the animal becomes offensive or causes a disturbance during transit, the owner will be asked to deplane with the pet at the first en route stop. - **US Airways assumes no responsibility for the impaired health or death of the animal.**
 - Special additional restrictions may apply for international travel. The transportation of animals to some international destinations is prohibited.

Restricted Articles

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

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

Baggage Claim Limits and Procedures

Total liability for provable direct or consequential damages resulting from the loss, delay or damage to baggage in US Airways' custody is limited (1) for travel wholly between U.S. points, to \$3000 per customer; (2) for most international travel (including domestic portions of international journeys), to \$9.07 per pound (\$20 per kilo) for checked baggage and \$400 per customer for unchecked baggage in the custody/control of the carrier. For international travel, the weight of each piece of checked baggage will establish the carrier liability limit; maximum liability, unless excess weight is noted and additional charges paid, is limited to carrier free weight allowance.

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

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

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

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

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

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

XII. US AIRWAYS EXPRESS

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

Pet Animals in the Cabin

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

Carry-On Baggage

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

XIII. CUSTOMER COMPLAINTS

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

The US Airways Office of Customer Relations will respond to written complaints within 30 days from receipt of the complaint. The Office of Customer Relations may be contacted via e-mail, letter, fax or telephone. Include flight information, travel dates, ticket numbers and the Dividend Miles account number.

E-mail:

Complaints may be sent via e-mail using the Contact US page on usairways.com

Mailing Address:

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

Fax:

480-693-2300

Telephone (toll free):
866-523-5333

updated 03/12/07

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US 0099

DOCUMENT SEPARATOR

US AIRWAYS

TERMS OF TRANSPORTATION

October 24, 2006

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I. INTRODUCTION

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

US Airways Express service is operated by subsidiary companies of US Airways Group or by independent companies operating under an agreement with US Airways.¹ The terms contained herein and all applicable tariffs also apply to US Airways Express flights except as noted in Section XII.

Since other airlines may have different terms of transportation, that information must be obtained directly from the individual airline.

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

NOTE: US AIRWAYS' TERMS OF TRANSPORTATION ARE SUBJECT TO CHANGE WITH OR WITHOUT NOTICE. THE MOST UP-TO-DATE VERSION IS AVAILABLE ON THE US AIRWAYS WEB SITE (USAIRWAYS.COM)

II. GENERAL INFORMATION

Definitions

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

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

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

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

Interline: Travel involving two or more airlines.

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

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

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

¹ At the time of publication, US Airways Express carriers include Air Midwest, Air Wisconsin, Chautauqua, Colgan, Mesa, MidAtlantic, Piedmont, PSA, Republic, and Trans States airlines.

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

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

US Airways Acting as Agent for Another Airline

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

Waiver/Modification of Terms

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

Specific Fares and Charges

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

Use of Radios, TVs and Other Electronic Devices On Board Aircraft

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

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

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

Claims Notification

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

Applicable Law

These terms of transportation shall be interpreted and enforced according to the laws of the Commonwealth of Virginia.

Advice to International Customers on Carrier Liability

If the customer's journey involves an ultimate destination or stop in a country other than the country of

departure the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers for death or personal injury and for loss of or damage to baggage. See also notice headed "Advice to International Passengers on Limitation of Liability" and "Notice of Baggage Liability Limitations."

Our Customer Commitment

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

US Airways has committed to:

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

III. ACCEPTANCE OF CUSTOMERS

Refusal to Transport

US Airways may refuse to transport, or may remove from any flight, any customer for the following reasons:

- Compliance with any government regulation or with government requisition of space or request for emergency transportation in connection with national defense or national disasters (actual, threatened or reported).
- Whenever necessary or advisable by reason of weather or other conditions beyond its control including, without limitation, acts of God, labor disturbances, strikes, civil commotion, embargoes, wars, hostilities or disturbances (actual, threatened or reported).
- Refusal by a customer to permit a search of person or property for explosives, or for deadly or dangerous weapons, articles or substances.
- Refusal by a customer to produce positive identification upon request.
- Failure of a customer traveling across any international boundary to possess all valid documents (passports, visas, certificates, etc.) required by the laws of the countries from, over, or into which the customer will fly. US Airways is not responsible for any failure or inability of a customer to comply with government laws, regulations, orders, demands and requirements.
- If a customer's conduct is disorderly, abusive or violent, or the customer: (1) appears to be intoxicated or under the influence of drugs, (2) attempts to interfere with any member of the flight crew in the pursuit of his/her duties, (3) engages in any action that could jeopardize the safety of other customers, (4) refuses to comply with seating requirements, or (5) refuses to comply with smoking regulations.
- A customer who: (1) is unable to sit upright in a seat with the seat belt fastened or who requires a stretcher, (2) is over the age of five and barefoot, unless required for medical reasons, or (3) is known to have a contagious disease which has been determined, by US Airways' medical advisor, to be a direct threat to the health and safety of others.
- A person in the custody of law enforcement personnel unless the ratio of law enforcement escorts to persons in custody complies with federal regulations.
- A customer who requires constant oxygen or other life support equipment.

- A customer who wears or has on or about his/her person concealed or unconcealed deadly or dangerous weapons. However, US Airways will carry a customer who meets the qualifications and conditions established by Federal Aviation Regulations.
- Any pregnant customer expecting delivery within seven days, unless US Airways is provided a doctor's certificate, dated within 72 hours of departure, stating that the doctor has examined and found the customer to be physically fit for air transportation.
- Infants requiring incubators or other life support systems or life monitoring systems (i.e., infant respiratory/heart rate monitor).
- Infants under seven days old, unless US Airways is provided a doctor's certificate stating that the infant is healthy and physically fit for air transportation.

Customers with Disabilities

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

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

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

Attendants

US Airways may require that a qualified individual with a disability meeting any of the following criteria travel with an attendant as a condition of being provided air transportation, if US Airways determines 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 carrier personnel, including the pre-flight safety briefing.
- A person with a mobility impairment so severe that the person is unable to assist in his or her own evacuation of the aircraft.
- A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with carrier personnel, adequate to permit transmission of the pre-flight safety briefing.

If US Airways determines that such individual with a disability must travel with an attendant, contrary to the individual's self-assessment that he or she is capable of traveling independently, US Airways shall not charge for the transportation of the attendant.

NOTE: US AIRWAYS IS NOT LIABLE FOR ITS REFUSAL TO TRANSPORT ANY CUSTOMER OR FOR ITS REMOVAL OF ANY CUSTOMER IN ACCORDANCE WITH THE ABOVE PARAGRAPHS, BUT US AIRWAYS WILL PROVIDE THE APPLICABLE INVOLUNTARY REFUND.

Disability Complaints

Customers who have complaints about the handling of a customer with a disability may discuss the issue with the local Complaints Resolution Official, contact US Airways' Office of Customer Relations (see section XIII), or contact the Department of Transportation.

U.S. Department of Transportation
 Aviation Consumer Protection Division
 400 Seventh Street, S.W.
 Washington, DC 20590

Acceptance of Children

Accompanied Children: Children under 15 years of age are accepted for transportation when accompanied on the same flight by a customer at least 15 years of age.

Unaccompanied Children: Unaccompanied children under five years of age are not accepted for travel. Unaccompanied children ages five through 14 are accepted for transportation as follows:

- Five years of age or older are accepted for travel on US Airways nonstop flights. A service charge is applicable.
- All travel by unaccompanied children must be on flights on which the child holds a confirmed reservation from airport of origin to airport of destination.
- The unaccompanied child must be brought to the airport by a parent or guardian who must furnish US Airways with the name, address and phone number of the parent or guardian who will meet the child upon deplaning at the child's destination.
- A parent or guardian must complete the unaccompanied minor request for carriage form, which will accompany the child throughout the trip.
- The parent or guardian accompanying the child to the airport must not leave the airport until the child's flight has departed.
- The parent or guardian meeting the child at the destination must produce government-issued photo identification which matches the name provided by the parent or guardian who delivered the child to the departure airport.
- US Airways reserves the right to refuse transportation if the flight on which the child holds a reservation may terminate at an airport other than the child's destination.
- Unaccompanied children will be monitored while in the care of US Airways. In the event of a flight cancellation, diversion, substantial delay or other irregularity, US Airways will attempt to contact the parent or guardian identified in the unaccompanied minor forms at the numbers provided, and priority reaccommodation will be provided to the child.
- If an unexpected overnight stay is required, adult supervision will be provided and US Airways will attempt to contact the parent or guardian at the numbers provided.

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

NOTE: US AIRWAYS WILL NOT ASSUME ANY FINANCIAL OR GUARDIANSHIP RESPONSIBILITY FOR UNACCOMPANIED CHILDREN BEYOND THOSE APPLICABLE TO AN ADULT CUSTOMER OR EXPRESSLY STATED AS PART OF THE KIDS CLASS PROGRAM.

Service Animals

US Airways will permit dogs and other service animals to accompany a person with a disability in the cabin. A service animal is defined as a guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. US Airways may request identification or other evidence that an animal is a service animal. The service animal may accompany the customer in the same seat as the customer, unless the animal obstructs an aisle or another customer's emergency exit pathway. There is no charge for the transportation of a service animal accompanying a customer with a disability.

US Airways will also transport, at no charge, dogs trained in explosive detection or search and rescue when accompanied by a law enforcement official or rescue team member. The dog may accompany the handler in the cabin but is not permitted to occupy a seat.

Additional restrictions may apply to international travel.

IV. RESERVATIONS

Confirmed Reservations

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

Cancellation of Confirmed Reservations

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

- If the customer has not purchased (through direct payment or other satisfactory credit arrangement) a validated ticket or completed an electronic purchase providing for confirmed seat(s) at least 30 minutes (60 minutes international) prior to scheduled departure of the flight or earlier, if a greater time limit is specified.
- If the customer fails to fulfill the requirements of the fare type to which the reservation applies.
- If the customer is not present at the boarding gate or on the aircraft at least 15 minutes (30 minutes international, 5 minutes for US Airways Shuttle flights) prior to scheduled departure time of the flight even if the customer has already checked in for the flight at a location designated for check-in.
- If the customer fails to occupy the seat reserved (for example, a no-show). A no-show on the first leg of a round trip may result in cancellation of the entire itinerary.
- If such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond US Airways' control.
- If US Airways refuses to transport the customer for any of the reasons stated in Section III above.

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

Failure to Use Flight Coupons

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

24 Hour Hold Policy

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

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

Pre-Assigned Seats

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

Dividend Miles Seats

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

V. TICKETS

Ticket Validity

If a refundable ticket is not used for the flights and dates purchased, the value of the ticket, less any applicable fees, can be applied towards the purchase of another ticket, for one year from the date of issue as indicated on the ticket. All travel must be completed within one year from original date of ticket issuance. All tickets will expire within one year of original date of ticket issuance.

Unless otherwise specifically provided by the governing fare tariff, wholly unused nonrefundable tickets are valid and may be changed for one year from the date of issue, provided the customer has notified US Airways on or before the scheduled departure date if they do not plan to fly as ticketed due to a voluntary change, subject to any applicable fees. Partially used nonrefundable tickets are valid for one year from the date of issue, provided any voluntary changes are made and the ticket reissued on or before the scheduled date of departure, subject to any applicable fees. All travel must be completed within one year from original date of ticket issuance for both partially and wholly unused nonrefundable tickets. All tickets will expire within one year of original date of ticket issuance. Except as stated above, all nonrefundable tickets have no further value once the scheduled date of departure for any ticketed segment has passed and the customer has failed to travel on such ticketed segment, other than due to an oversale, a cancellation or delay of the ticketed flight by the carrier. All unflown segments of such tickets are invalid and may not be applied toward the purchase of another ticket.

Altered, Mutilated and Invalid Tickets

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

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

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

Transferability of Tickets

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

VI. CHECK-IN

Check-In

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

If a customer with a seat assignment on US Airways does not obtain a boarding pass at least 30 minutes (45 minutes international) before the scheduled departure time, the customer's seat assignment (including those seat assignments on continuing or returning flights) may be subject to cancellation. This policy does not apply to US Airways Shuttle flights.

Passengers departing ATL/DEN/DFW/HNL/IAD/LAS/OGG/PHL/PIT/SEA must present themselves at the US Airways ticket counter no later than 45 minutes prior to departure. Passengers failing to comply will be re-accommodated on the next available US Airways flight.

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

VII. FARES

General

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

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

Additional Collection

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

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

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

Connecting Flights

When a metropolitan area is served by more than one airport and the customer requires connecting

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

Stopovers

A stopover is a voluntary interruption in the customer's journey at an intermediate city which may result in the collection of a higher fare based on the sum of the local fares. A stopover occurs when a customer arrives at an intermediate city and fails to depart from that city on the first flight (a) on which space is available, or (b) that will provide for the customer's earliest arrival at another city or the customer's destination. In no event will a stopover occur when the customer departs from the intermediate city on a flight scheduled to depart within four hours (24 hours international) after the customer's arrival.

Routings

A fare applies only:

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

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

Rerouting When Allowed

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

Children's Fares

One child under two years of age, not occupying a seat and accompanied by a customer at least 15 years of age, will be transported without charge within the continental U.S. Accompanied children under two years of age traveling to an international destination may be required to pay a fare, whether or not they occupy a seat. All other accompanied children under 12 years of age occupying a seat will be charged the appropriate fare. Children's fares may be available in some markets. Customers aged 12 and over will be charged the applicable adult fare.

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

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

VIII. REFUNDS

Voluntary (Refunds Requested by the Customer)

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

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

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

Any applicable change fee, cancellation penalty or ticketing fee will be deducted from the refund amount. For eligible tickets purchased by credit card, refund notifications will be sent to the applicable credit card company within seven business days after receipt of proper documentation. Eligible tickets purchased by credit card may only be refunded to the credit card used to purchase the ticket.

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

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

Involuntary (Refunds Provided When US Airways is Unable to Accommodate the Customer)

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

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

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

NOTE: SPECIAL REFUND RULES MAY APPLY FOR INTERNATIONAL TRAVEL.

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

Lost Tickets

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

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

the ticket and the price originally paid for the ticket may be refunded if the fare basis allows.

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

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

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

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

Overcharges

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

Refund Audits

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

IX. DELAYED AND CANCELED FLIGHTS

US Airways' Responsibility for Schedules and Operations

US Airways undertakes to use its best efforts to transport the customer and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of the terms of transportation. US Airways may substitute alternate carriers or aircraft and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. US Airways is not responsible or liable for making connections, or for failing to operate any flight according to schedule, or for changing the schedule of any flight.

Notification

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

Extended Onboard Ground Delays

US Airways defines an extended onboard ground delay as being two hours or more. Customers will be advised prior to boarding if an extended onboard ground delay is anticipated. When an extended onboard ground delay occurs, the flight crew will communicate the status of the flight in a timely manner and advise if cellular phones or other electronic devices may be used. Customers will not be denied access to functioning lavatories or water. Exception: A small number of US Airways Express aircraft are not equipped with a lavatory.

The extended onboard ground delay situation will be assessed at regular intervals, and decisions will be escalated through operations management to coordinate returning the aircraft to the gate in order to minimize customer discomfort. Length of flying time will be taken into consideration when making these decisions.

US Airways management at each airport has local plans which outline their procedures to handle emergencies and other unusual situations. These situations can include, but are not limited to, customer medical emergencies and severe weather conditions.

Rebooking

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

Alternate Transportation

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

Amenities/Services for Delayed Customers

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

When a flight is canceled or delayed by two hours or more, customers at connecting points in their itineraries will be provided upon request with a prepaid telephone card which can be used on a local public telephone, or access to a US Airways telephone.

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

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

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

With respect to amenities made available by US Airways, including ground transportation and hotel accommodations, the vendor providing such service is not an agent, servant, employee, or in any manner

under contract with US Airways to provide such goods and services. US Airways disclaims all liability for any acts or omissions of the vendor, its agents, servants, and employees resulting in personal injury or death, or loss of or damage to property.

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

X. DENIED BOARDING

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

Voluntary

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

Involuntary

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

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

Transportation for Customers Denied Boarding

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

Compensation for Flights Within the Continental United States

Voluntary - US Airways will offer volunteers on flights within the continental United States a transferable voucher for one free roundtrip coach class ticket on US Airways within the continental United States.

Involuntary - US Airways will offer one of the following types of compensation to customers denied boarding involuntarily on flights within the continental United States:

- A transferable voucher for one free roundtrip coach class ticket on US Airways within the continental United States,
- or,
- Cash compensation in the amount of 200% of the sum of the values of the customer's remaining flight coupons of the ticket to the customer's next stopover, or if none, to his/her destination, but not more than \$400.00.

However, the compensation shall be 50% of the amount described above, but not more than \$200.00, if US Airways arranges for comparable air transportation, or for other transportation acceptable to the customer, scheduled to arrive not later than two hours after the planned arrival, at the airport of the

customer's next stopover, or at the airport of the customer's destination of the flight on which the customer holds a confirmed reservation.

Certain restrictions may apply to these tickets, which are disclosed in materials available from US Airways agents and on the US Airways web site (usairways.com).

Compensation for Nonstop Flights To or From Canada, the Caribbean Islands, Bermuda, Mexico or Latin America

Voluntary - US Airways will offer volunteers on nonstop flights to or from Canada, the Caribbean islands, Bermuda, Mexico or Latin America compensation in the form of a transferable voucher for one free roundtrip coach class ticket on US Airways within the continental U.S./Canada, the Caribbean islands, Bermuda, Mexico or Latin America.

Involuntary - US Airways will offer one of the following types of compensation to customers denied boarding involuntarily on nonstop flights to or from Canada, the Caribbean islands, Bermuda, Mexico or Latin America:

- A transferable voucher for one free roundtrip coach class ticket on US Airways within the continental U.S., Canada, the Caribbean islands, Bermuda, Mexico or Latin America, or,
- Cash compensation in the amount of 200% of the sum of the values of the customer's remaining flight coupons of the ticket to the customer's next stopover, or if none, to his/her destination, but not more than \$400.00. However, the compensation shall be 50% of the amount described above, but not more than \$200.00, if US Airways arranges for comparable air transportation, or for other transportation acceptable to the customer, scheduled to arrive not later than two hours after the planned arrival, at the airport of the customer's next stopover, or at the airport of the customer's destination of the flight on which the customer holds a confirmed reservation.

Certain restrictions may apply to these tickets, which are disclosed in materials available from US Airways agents and on the US Airways web site (usairways.com).

Compensation for Flights To or From Alaska or Hawaii

Voluntary - US Airways will offer volunteers on flights to or from Alaska or Hawaii a transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe.

Involuntary - US Airways will offer one of the following types of compensation to customers denied boarding involuntarily on flights to or from Alaska or Hawaii:

- A transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe, or,
- Cash compensation in the amount of 200% of the sum of the values of the customer's remaining flight coupons of the ticket to the customer's next stopover, or if none, to his/her destination, but not more than \$400.00. However, the compensation shall be 50% of the amount described above, but not more than \$200.00, if US Airways arranges for comparable air transportation, or for other transportation acceptable to the customer, scheduled to arrive not later than two hours after the planned arrival, at the airport of the customer's next stopover, or at the airport of the customer's destination of the flight on which the customer holds a confirmed reservation.

Certain restrictions may apply to these tickets, which are disclosed in materials available from US Airways agents and on the US Airways web site (usairways.com).

Compensation for Nonstop Flights To Europe

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

- A transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe, or,

- Cash compensation in the amount of \$200.

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

- A transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe, or,
- Cash compensation in the amount of 200% of the sum of the values of the customer's remaining flight coupons of the ticket to the customer's next stopover, or if none, to his/her destination, but not more than \$400.00.
However, the compensation shall be 50% of the amount described above, but not more than \$200.00, if US Airways arranges for comparable air transportation, or for other transportation acceptable to the customer, scheduled to arrive not later than two hours after the planned arrival, at the airport of the customer's next stopover, or at the airport of the customer's destination of the flight on which the customer holds a confirmed reservation.

Certain restrictions may apply to these tickets, which are disclosed in materials available from US Airways agents and on the US Airways web site (usairways.com).

Compensation for Nonstop Flights From Europe

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

- A transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe, or,
- Cash compensation in the amount of 200 EUR.

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

- Customers reaccommodated on flights scheduled to arrive less than four hours after the scheduled arrival time of the original flight will be offered a transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe, or cash compensation in the amount of 300 EUR (or USD equivalent).
- Customers reaccommodated on flights scheduled to arrive more than four hours after the scheduled arrival time of the original flight will be offered a transferable voucher for one free roundtrip coach class ticket on US Airways within the U.S., including Alaska or Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America or Europe, or cash compensation in the amount of 600 EUR (or USD equivalent).

Certain restrictions may apply to these tickets, which are disclosed in materials available from US Airways and on the US Airways web site (usairways.com)

Waiver of Payment of Compensation

Denied boarding compensation payment may not be made if:

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

Free Air Transportation as Compensation for Travel

Free air transportation is limited to one round trip ticket from any one city served by US Airways to any one destination served by US Airways within the applicable region where the voucher was issued, as selected by the customer. The regions of issuance are defined as follows:

- Region 1 includes the continental United States
- Region 2 includes the continental United States, Canada, the Caribbean islands, Bermuda, Mexico and Latin America
- Region 3 includes the United States, including Alaska and Hawaii, Canada, the Caribbean islands, Bermuda, Mexico, Latin America and Europe

The voucher for free air transportation will be provided only to the customer who was denied boarding, although the customer may elect to transfer the voucher to another person. The voucher for free air transportation must be exchanged for a ticket within one year from the date of issuance of the voucher. Tickets issued in exchange for free air transportation vouchers are valid for one year from the date of ticket issuance. All travel must be completed within one year of the date of ticket issuance. Space is subject to availability at time of booking and travel must be via US Airways only and via the most direct routing on which space is available. A stopover will be permitted only at the customer's outward destination. The ticket has no refund value and may be rerouted and reissued only by US Airways. A customer involuntarily denied boarding may decline this transportation benefit and receive the cash payment specified in Section X describing involuntary compensation.

US Airways policies and procedures on voluntary and involuntary denied boarding, including applicable check-in deadlines, are available from authorized US Airways agents and on the US Airways web site (usairways.com).

NOTE: ACCEPTANCE OF DENIED BOARDING COMPENSATION CONSTITUTES FULL COMPENSATION FOR DAMAGES INCURRED BY THE CUSTOMER AS A RESULT OF US AIRWAYS' FAILURE TO PROVIDE THE CUSTOMER WITH A CONFIRMED SEAT.

XI. BAGGAGE

Free Baggage Allowance

For each ticketed customer, US Airways will transport free of charge a maximum of three bags.

- Up to two (2) bags may be checked free of charge.
- One (1) bag may be transported as carry-on.

Each piece of baggage to be checked without charge cannot exceed a weight of 50 pounds and dimensions of 62 inches in overall length, width and height.

An extra charge applies for additional, overweight, and/or oversized pieces. In no event will US Airways accept baggage that weighs more than 100 pounds and/or baggage with combined dimensions exceeding 115 inches. Special items such as pets, surfboards, bicycles, scuba equipment, etc. are not included in the customer's free baggage allowance and are subject to an extra charge.

Carry-on baggage is limited to one piece per customer, plus a personal item such as a purse, briefcase, laptop, small backpack, diaper bag or camera case. The personal item cannot exceed total overall dimensions of 36 inches, and the other item of baggage cannot exceed the following maximum dimensions:

- Valet Closet—4x23 1/2x45
- Overhead Stowage—10x16x24
- Underseat Stowage—8x16x21

Both items cannot exceed a total combined weight of 40 pounds. Carry-on baggage allowance may be restricted due to lack of space.

NOTE: INTERNATIONAL CUSTOMERS ARE SUBJECT TO DIFFERENT FREE BAGGAGE ALLOWANCES AND

EXCESS CHARGES, DEPENDING ON DESTINATION. INFORMATION IS AVAILABLE FROM US AIRWAYS AGENTS AND ON THE US AIRWAYS WEB SITE (USAIRWAYS.COM).

Conditions of Acceptance

General Conditions of Acceptance: US Airways will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort or convenience of the customer for the purpose of the trip. All baggage, checked or carry-on, is subject to inspection including but not limited to electronic search and hand search.

Checked Baggage: US Airways will check baggage which is tendered by a customer and which is acceptable upon presentation by a customer of a valid ticket subject to the following conditions:

- Baggage must be checked at the airport in advance of flight departure.
- The customer's name must appear on the baggage.
- Baggage will only be checked to:
 - The customer'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 customer is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the customer is scheduled to arrive.

US Airways will refuse to transport or will remove at any airport baggage that the customer refuses to submit for inspection. US Airways may refuse to transport baggage on any flight other than the one carrying the customer.

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

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

Conditions for Acceptance of Special Items

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

- **Firearms:** In accordance with Federal law, a customer who presents baggage containing a firearm must sign a declaration that the firearm is unloaded and placed in a suitable locked, hard-sided container before such baggage will be checked. Ammunition must be securely packed in durable fiber, wood or metal boxes or in the manufacturer's original package. Additional restrictions may apply for international travel.
- **Child Restraint Systems:** A child restraint system will be accepted for transportation in the customer cabin only if the restraint system can be stowed beneath the seat or in an approved overhead compartment; or when an additional seat is reserved for the infant, a ticket is purchased and the restraint system can be properly secured by the seat belt. The infant may not be secured in the restraint system during ground movement, takeoff, landing or any other time when the "Fasten Seat Belt" sign is on, unless such restraint system is government approved.
- **Seat Baggage:** When determined acceptable by US Airways, an item of baggage may occupy a seat (selected by US Airways), providing the customer accompanies the property, the item meets specified dimensions, can be properly secured by the seat belt, reservations are made and the applicable fare is paid.

- **Pet Animals:** US Airways does not accept animals for shipment in the cargo hold. US Airways will accept for an extra charge small dogs, small domestic cats, small household birds and household tropical fish for transportation in the customer cabin under the following conditions:
 - Reservations are made at least 24 hours before departure.
 - The animal is harmless, inoffensive, odorless and requires no attention during transit.
 - The container must be approved by US Airways and able to fit underneath the seat in front of the customer traveling with the animal. (Maximum container size—21" length x 16" width x 8" height.)
Note: Due to underseat space constraints, pets may not be permitted in the cabin on certain aircraft types.
 - Only one pet per customer and container is permitted, and the pet cannot be removed from the container during transit.
 - In the event the animal becomes offensive or causes a disturbance during transit, the owner will be asked to deplane with the pet at the first en route stop. - US Airways assumes no responsibility for the impaired health or death of the animal.
 - Special additional restrictions may apply for international travel. The transportation of animals to some international destinations is prohibited.

Restricted Articles

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

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

Baggage Claim Limits and Procedures

Total liability for provable direct or consequential damages resulting from the loss, delay or damage to baggage in US Airways' custody is limited (1) for travel wholly between U.S. points, to \$3000 per customer; (2) for most international travel (including domestic portions of international journeys), to \$9.07 per pound (\$20 per kilo) for checked baggage and \$400 per customer for unchecked baggage in the custody/control of the carrier. For international travel, the weight of each piece of checked baggage will establish the carrier liability limit; maximum liability, unless excess weight is noted and additional charges paid, is limited to carrier free weight allowance.

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

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

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

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

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

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

XII. US AIRWAYS EXPRESS

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

Pet Animals in the Cabin

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

Carry-On Baggage

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

XIII. CUSTOMER COMPLAINTS

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

The US Airways Office of Customer Relations will respond to written complaints within 30 days from receipt of the complaint. The Office of Customer Relations may be contacted via e-mail, letter, fax or telephone. Include flight information, travel dates, ticket numbers and the Dividend Miles account number.

E-mail:

Complaints may be sent via e-mail using the Contact US page on usairways.com.

Mailing Address:

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

Fax:

480-693-2300

Telephone (toll free):
866-523-5333

DOCUMENT SEPARATOR



U·S AIRWAYS

(b)(6)

March 21, 2007

VIA FEDERAL EXPRESS

(b)(6)

Office of Inspector General
U.S. Department of Transportation
201 Mission Street
Suite 1750
San Francisco, CA 94105

Dear (b)(6)

Pursuant to the request of your office, I have enclosed US Airways/America West's response to the information requested in conjunction with your inquiry into recent airline service disruptions.

If you require any additional information, please do not hesitate to contact me.

(b)(6)

Enclosure – requested information

(b)(6)

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(b)(4)

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Customer Service Plan

Customers First is the result of a joint effort of the airline industry, the US Congress, and the US Department of Transportation to address the key service elements that most affect our customers.

Our customer service plan is intended to provide you with information regarding US Airways' policies, procedures and methods for handling certain aspects of your travel on our airline, including those exceptions that may occur in your travel plans.

Offer the Lowest Fare Available

Through their telephone reservations systems, each airline will offer the lowest fare available for which the customer is eligible based on the date, flight and Class of Service requested.

US Airways' agents are trained to offer customers the lowest available fare in the market. This includes all agents representing US Airways at our reservations centers, airport ticket counters and City Ticket Offices. US Airways reservations' policy and practice dictates that all reservations agents sell the lowest available fare in a given market per flight segment unless otherwise specified by the consumer (i.e., First Class or unrestricted Coach). Reservations agents utilize automated methods through the computer reservations system to accomplish this. Certain fares such as Internet promotions are not accessible to the reservations agent and must be purchased through other means.

Notify Customers of Known Delays, Cancellations and Diversions

Each airline will notify customers at the airport and onboard an affected aircraft, in a timely manner, of the best available information regarding known delays, cancellations and diversions. In addition, each airline will establish and implement policies for accommodating passengers delayed overnight. A clear and concise statement of the airline's policies in these respects will also be made available to customers.

When unforeseen problems occur, whether the flight is delayed, canceled or diverted, US Airways will make every effort to notify customers of the situation in a timely and accurate manner. When a US Airways flight on which the customer is being transported is delayed, canceled or has caused a missed connection creating an overnight stay for the customer, US Airways will provide one night's lodging. US Airways will not provide hotel accommodations when a flight is delayed, canceled or diverted due to circumstances beyond our control, such as weather or Air Traffic Control decisions.

Cancellations Prior to Departure Date

US Airways agents make every attempt to contact customers when their flight cancels prior to day of departure. The Reservations Assistance Department rebooks customers and handles callbacks for customers prior to the day of departure. It is recommended that all customers reconfirm their itinerary 24 to 48 hours prior to departure.

Flight Delays at the Airport

US Airways customer service representatives will make every attempt to keep customers informed regarding delayed flights. The US Airways policy is to communicate via the public address system every 15 minutes. Details of the delay will be announced as communicated via flight information found in the reservation and check-in computer system and from the Systems Operations Control Department.

Flight Delays While Customers are Onboard the Aircraft Including Delays at the Gate and on the Taxiway

US Airways pilots will keep customers informed as to the nature of the delay that is taking place. If the aircraft is not going to depart as scheduled, an announcement will be made by the pilot to communicate the reason for the delay. The announcement will be made as soon as possible but generally no later than five minutes past the scheduled time of departure.

Flight Cancellations at the Airport

In the event of a flight cancellation, US Airways will do everything possible to reaccommodate customers on the next US Airways flight, providing space is available. Depending on the type of ticket purchased and reason for the flight irregularity, in most instances US Airways will also rebook customers on other airlines. US Airways will communicate to customers via the public address system the reason for the cancellation and alternatives available.

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Overnight Amenities

When a US Airways flight on which the customer is being transported is canceled creating an overnight stay, customers will be provided one night's lodging. Exceptions to this are listed below. In addition, in cases where a customer has misconnected due to reasons other than those listed below, overnight accommodations will be provided.

Exceptions: Hotel accommodations will not be furnished:

1. To a customer whose trip is interrupted at a city which is his/her origin point, stopover point, or his/her permanent domicile.
2. When the destination designated on the customer's ticket, and the flight on which the customer is being transported, is diverted to another city or airport in the same metropolitan area due to weather.

When the cancellation is due to circumstances within our control, US Airways will pay for:

- Hotel room (US Airways will not cover: room service, alcohol, or movies)
- Meal(s) (vouchers will be provided for meals based on the time of day)
- Ground transportation (if not provided by the hotel)
- Customers without baggage: \$25.00 per night for miscellaneous incidentals and toiletries will be reimbursed upon presentation of receipts

US Airways will provide passengers a list of hotels/motels, which offer a distressed rate when flight(s) are canceled due to circumstances beyond our control.

Diversion - (Flight is diverted to an alternate airport and canceled)

The pilots or flight attendants will advise the customers of the reason for the diversion. The customers may need to remain onboard. When time permits, the flight attendants will provide a limited beverage service. In the cases when the customers must deplane, all carry-on baggage and personal property must be removed from the cabin.

Alternate Airport Operation

Some irregular operations may require landing at alternate airports, with bus service to the final destination. It is acceptable to allow a customer to leave directly from an alternate airport without requiring him/her to travel to the final destination.

City Served by US Airways

When a flight (aircraft) is diverted and canceled to a city served by US Airways or codeshare partner, the customer service representatives in that city will reaccommodate customers on either the next US Airways flight or the next available flight via another carrier.

City Not Served by US Airways

When a flight (aircraft) is diverted and then canceled in a city not served by US Airways or a codeshare partner, the customer service manager in System Operations Control will make arrangements with other carriers and/or hotel accommodations. Once the flight attendants receive word from the flight deck, they will communicate to the customers the reason for the diversion (if they are permitted to disclose), estimated time of departure and/or accommodations. If the flight is canceled, when available, passengers will be reaccommodated via another airline. The flight attendants and flight crew will be the US Airways representatives for the customers.

Hotel Accommodations & Diversions to Cities Not Served by US Airways or a Codeshare Partner

When alternate transportation is unavailable until the following day and overnight accommodations are required, the flight attendants and flight crew will communicate to the passengers which expenses US Airways will pay. The following is a list of what US Airways will pay for providing the cancellation is due to anything other than weather:

- Hotel room (US Airways will not cover room service, alcohol, or movies)
- Meal(s) vouchers will be provided for meals based on the time of day
- Ground transportation (if not provided by the hotel)
- Passengers without baggage: \$25.00 per night for miscellaneous incidentals and toiletries will be reimbursed upon presentation of receipts

On-Time Baggage Delivery

Each airline will make every reasonable effort to return checked bags within 24 hours and will attempt to contact any customer whose unclaimed, checked luggage contains a name and address or telephone number.

US Airways and their codeshare partners make every effort to deliver bags in a timely manner. An example of a situation that may prevent baggage from being returned within 24 hours is when the bag tag is missing and the identification on the outside of the checked baggage does not contain a phone number.

US Airways advises all customers to place identification on the inside and the outside of all checked baggage. This enables our agents to contact passengers who have not claimed their checked baggage. Agents are instructed to call the phone number listed on the bag tag should an unclaimed checked bag be found.

Customers must submit written notice of delayed baggage within four hours of flight arrival. When a customer

Customers must submit written notice of delayed baggage within four hours of flight arrival. When a customer reports a delayed bag, the baggage tracing system is used to initiate the search. Tracing efforts begin as soon as the delay is reported. US Airways realizes the concern and inconvenience and will do everything possible to quickly reunite the customer and their baggage.

When customers have made a claim within four hours of flight arrival and baggage is delayed for 24 hours or longer after making a claim, US Airways provides our customers interim expenses to purchase toiletries and clothing. The following guidelines apply:

- An interim expense of \$25.00 per day (not to exceed \$75.00 for three days)
- Interim expense allowance is paid per ticketed customer, not per bag
- No compensation is allowable in the customer's domicile
- Receipts must be submitted for reimbursement

Support an Increase in the Baggage Liability Limit

US Airways' current baggage liability limit is in compliance with the Department of Transportation (DOT) set standards and rules. US Airways accepts the responsibility for certain baggage loss or damage that occurs while in our custody. The total liability for domestic travelers is limited to a maximum of \$3,000 per ticketed customer unless a higher value is declared in advance and additional charges are paid.

Allow Reservations to be Held or Canceled

Each airline will allow the customer either to hold a telephone reservation without payment for 24 hours or (at the election of the carrier) to cancel a reservation without penalty for up to 24 hours, in order to give customers an opportunity to check for lower fares through other distribution systems, such as travel agents or the Internet.

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

A telephone reservation is defined as an itinerary or trip for which payment has not been received. Purchased, refundable tickets (paper or electronic) will be refunded via the US Airways refund department regardless of when the tickets were purchased. Changes made to the itinerary after purchase will be assessed the current change fee regardless of when the tickets were purchased.

Provide Prompt Ticket Refunds

Each airline will issue refunds for eligible tickets within seven business days for credit card purchases and 20 business days for cash purchases.

US Airways will refund fully-refundable unused tickets purchased by credit card within seven business days of receipt of the refund application. Refundable unused tickets purchased with cash or check will be refunded within 20 business days of receipt of the refund application. Eligible tickets include fully-refundable unused tickets with proper documentation.

All refund requests are entered into a tracking system by refund type, date of receipt and date of correspondence.

Customers may check the status of their refund request by calling US Airways at 480-693-6735.

Properly Accommodate the Disabled and Special Needs Passengers

Each airline will disclose its policies and procedures for handling passengers with special needs (unaccompanied minors, etc.), and for accommodating the disabled in an appropriate manner.

US Airways is dedicated to providing safe, convenient and reliable travel to all individuals. All US Airways employees are trained to comply with the Air Carrier Access Act (14 CFR Part 382). In accordance with the Air Carrier Access Act, US Airways will not discriminate against any disabled individual. Employees who interact with disabled passengers will exhibit kindness, awareness and respect. US Airways has employees that have been trained as Complaint Resolution Officials at every airport to answer questions. To assist passengers with special needs, US Airways has produced a "Tips For Passengers With Special Needs" brochure. This brochure is available at all US Airways airport locations, City Ticket Offices and through the Reservations Department.

US Airways will provide services and equipment for disabled individuals when requested by or on behalf of disabled individuals. US Airways will not impose charges for providing facilities, equipment or services. Examples of the services and equipment that will be provided to disabled individuals include:

- Assistance with boarding and deplaning and the use of ground wheelchairs, onboard wheelchairs, and ramp or mechanical lifts
- Provide lifts, ramps or aisle chairs to assist the disabled passenger where loading bridges are not available
- Onboard assistance with seating as part of the boarding and deplaning process, stowing and retrieving of carry-on items, and dining preparation such as opening packages or identifying food
- Provide telecommunication devices for the deaf (available toll-free (TDD) 24 hours per day, seven days per week)
- Permit accompanying service animals in the cabin free of charge

Children accompanying service animals in the cabin free of charge.

US Airways accepts unaccompanied minors five (5) years through fourteen (14) years of age on nonstop flights only. An escort service charge of \$40 per direction applies to all unaccompanied minors on US Airways' flights. Minors age 15 through 17 years are accepted without restrictions. Children 15 and older are not subject to the unaccompanied minor policies.

Exception: Children 15 through 17 years of age can be made an unaccompanied minor at the parents' discretion by paying the escort fee. When the escort fee is paid, all unaccompanied minor policies and procedures will be followed.



Meet Customers' Essential Needs During Long On-Aircraft Delays

The airlines will make every reasonable effort to provide food, water, restroom facilities and access to medical treatment for passengers onboard an aircraft that is on the ground for an extended period of time without access to the terminal, as consistent with passenger and employee safety and security concerns. Each carrier will prepare contingency plans to address such circumstances and will work with other carriers and the airport to share facilities and make gates available in an emergency.

US Airways will make every reasonable effort to provide food, water, restroom facilities and access to medical treatment for customers onboard an aircraft that is on the ground for an extended period of time. Safety and security for the customers and crew members will take precedence over providing any services and/or facilities. US Airways never intends to cause undue stress or harm to our customers. However, due to unforeseen circumstances, there may be times when an aircraft is either unable to take off or may have to wait for a gate to become available. In the event that something like this occurs, US Airways has developed a contingency plan. The plan includes time frames in which services and facilities will be made available during a long on-aircraft delay. A plan has been developed for both arriving and departing aircraft.

The pilots will frequently communicate with US Airways System Operations Control, Station Operations and/or the Ramp Control Tower for updated information. The pilots and/or the flight attendants will keep the passengers informed of the situation. Services will be made available to the passengers at time periods established. Those services include, but are not limited to, the use of lavatories, beverages, food, use of personal cellular telephones and access to necessary provisions.

All US Airways stations have made arrangements with other carriers and the airport authorities to arrange for additional gates when needed, due to emergencies caused by a lengthy on-aircraft delay.

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US Airways and America West Airlines have merged to offer affordable [airline tickets](#) and [last minute airfare](#) to destinations all over the world.

Reservation questions? Call **US Airways at 800-428-4322** or [email us](#).

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