



## **Terms and Conditions for Contract of Carriage**

**NOTICE:** This document contains material and important terms and conditions regarding the contractual rights and obligations of a passenger ticketed for air transportation upon Via Airlines including but not limited to:

**Limit of Liability**

**Claim Procedures**

**Refunds**

**Fares**

**Baggage**

**Schedule Irregularities**

**Overbooking**

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## INTRODUCTION

This document contains the entire Terms and Conditions for Contract of Carriage ("Contract") by which Via Airlines agrees to provide air transportation to the passenger. By accepting air transportation on Via Airlines, the passenger agrees and consents to be bound by the terms and conditions set forth herein, as such terms and conditions may be revised, amended, or repealed from time to time prior to the passenger's commencement of travel on Via Airlines. In addition, the terms and conditions contained herein may be amended or modified from time to time by any certain terms or restrictions, which are applicable to special or reduced fares.

Via Airlines' general terms of transportation, which are applicable to the transportation of passengers and their baggage on all flight segments on Via Airlines, are included in this booklet. Other airlines may have different terms of transportation and that information must be obtained directly from the individual airline. In the event that Via Airlines provides transportation as an Operator on behalf of a Public 380 Indirect Air Carrier, the Operator-Participant agreement of said Indirect Air Carrier shall apply.

Please note that the terms and conditions are in effect on the date of ticket purchase. Changes made to the Via Airlines Contract of Carriage will not be retroactively applied.

A. Consequential Damages:

*Purchase of a ticket does not guarantee transportation.*

Via Airlines shall in no event be liable for any indirect, special or consequential damages resulting from the performance, delay in performance, or failure to perform (except for baggage liability as provided below) whether or not Via Airlines had knowledge that such damages have been, might have been, or will be incurred.

B. Changes in Rules, Fares and Charges:

Except as otherwise provided within specific fare rules, transportation is subject to the rules, fares and charges in effect on the date of ticket issuance, as determined by the validation stamped or imprinted on the ticket.

**NOTE:** When a ticket is reissued, the amount of service charge/penalty applicable to the newly issued ticket will be the greater of the service charge/penalty indicated on the original ticket or the service charge/penalty applicable to the reduced or new fare represented by the newly issued ticket. The amount of the service charge/penalty applicable to the newly issued ticket will be indicated on the newly issued ticket.

**NOTE:** Via Airlines may specify certain fares or coupon offerings

that qualify for a fare refund. Such refunds will only be in the form of a credit voucher for future travel on Via Airlines and the administrative charge will be waived. Specific conditions and restrictions may apply. See individual coupon for details.

1. When the ticket has been issued prior to the effective date of a new tariff containing an increase in the applicable local or joint fare, the increase will not be collected provided the following conditions are met:
  - a. The ticket is issued on Via Airlines ticket stock.
  - b. The ticket is issued showing confirmed reservations for travel from the point of origin to the first point of stopover at a fare contained in a tariff in effect on the date of ticket issuance and these confirmed flights are not changed at the request of the passenger.
  - c. The ticket is used by the passenger to whom the ticket was originally issued.

**NOTE:** These provisions will apply whether or not such increase results from a change in fare level, change in conditions governing a fare, or a cancellation of the fare itself.

**NOTE:** Purchase of a Prepaid Ticket Advice (PTA) will constitute purchase and issuance of a ticket for the purpose of this rule.

C. Via Airlines Acting as Agent for Another Airline

Via Airlines is responsible for the furnishing of transportation only over Via Airlines routes. When Via Airlines checks baggage for interline transportation (transportation involving Via Airlines and another airline), Via Airlines acts only as an agent for such other airline, and assumes no responsibility for the acts or omissions of the other airline.

D. Fares apply for travel only between the points for which they are published.

Tickets may not be issued at fare(s) published to and/or from a more distant point(s) than the tickets being traveled, even when issuance of such tickets would produce a lower fare. When a passenger deplanes at an intermediate point between the origin and destination shown on his/her ticket, Via Airlines may require presentment of evidence (i.e., boarding pass or coupon proving use of a preceding flight) for the portion of the ticket from point of origin to the intermediate point. Without such evidence, Via Airlines may collect payment from the passenger for any difference between (i) the fare paid for the ticket from the point of origin to the destination point and (ii) the fare which would apply from the intermediate boarding point to the destination point.

E. Waiver/ Modification of Terms

Only an authorized officer of Via Airlines has the authority to waive, revise, amend, or repeal any of the terms and conditions contained herein. Via Airlines' appointed agents and representatives (such as travel agent or other carriers) are only authorized to sell tickets and air transportation pursuant to the approved fare and terms and conditions applicable to such transportation at the time of the sale. No waiver, revision, amendment or repeal of any of the terms and conditions contained herein shall be effective unless in writing and signed by an authorized officer of Via Airlines. To the extent any waiver constitutes a waiver of a present enforcement of a term or condition, such waiver shall not be effective as to any future enforcement or application of such term or condition unless such waiver of future enforcement is so expressly stated in writing and signed by an authorized officer of Via Airlines.

F. Specific Fares and Charges

Information on specific fares and charges is available through Via Airlines' website.

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## DEFINITIONS

**For transportation on Via Airlines, the following definitions apply:**

**Animals** – In addition to the usual cats and dogs, connotation include, small domesticated animals that fit in a carrier under your seat .

**Baggage** – Refers to all luggage whether carried by the passenger into the passenger cabin or checked in the cargo compartments

**Baggage Tag** – A document issued by Via Airlines solely for identification of checked baggage. The baggage/strap tag portion is attached by Via Airlines to the item being checked as baggage, and the baggage/claim tag portion is given to the passenger.

**Booking/Fare Class** – The alpha code used to book a given fare basis.

**Carriage** – The transportation of passengers and/or baggage by air, gratuitously or for hire, and all services of Via Airlines incidental thereto.

**Checked Baggage** – Baggage which Via Airlines takes custody of for the purpose of transporting such baggage and for which Via Airlines issues a baggage/claim tag.

**Circle Trip** – From Point A to Point B to Point C and back to Point A on the same or different carriers, with the same or different fare classes.

**Controllable flight irregularities** – Flight irregularities that occur which can be controlled by Via Airlines

**Days** – Full calendar days, including Sundays and legal holidays; provided that for the purpose of notification, the balance of the day upon which notice is dispatched shall not be counted and when the last day falls on Sunday or a legal holiday, such Sunday or legal holiday will not be counted.

**End to End** – Two or more published fares combined to construct a through journey.

**Flight Coupon** – The portion of the passenger ticket which is valid for carriage.

**Group** – Ten (10) or more passengers travelling together whose tickets reflect identical itineraries. A group reservation must be booked through the Via Airlines customer service

**Immediate Family** – Spouse, domestic partner, children, parents, siblings, grandparents, grandchildren, aunts, uncles, nieces, and nephews. Relationships apply whether natural, adoptive, step, in-law or domestic partner.

**Inter-line** – Any transportation which involves carriage via two or more air carriers.

**Involuntary Refund** – A refund made to a passenger who is prevented from using the carriage provided for by his/her ticket because of cancellation of a Via Airlines flight for which the passenger has a confirmed seat reservation, inability of Via Airlines to provide previously confirmed space on a Via Airlines flight, postponement or delay of a Via Airlines flight for which the passenger has a confirmed seat reservation, or refusal by Via Airlines of carriage of the passenger.

**Limited Release Baggage Tag** – Tag that is attached to any baggage which is considered fragile, unsuitably or inadequately packaged, containing perishable items, and/or is damaged. Any such baggage is accepted for carriage by Via Airlines at the customer's sole risk. Via Airlines shall not be liable for any loss or damage to any baggage, or contents thereof, which is identified by a limited release baggage tag.

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

**Non-controllable flight irregularities** – Flight irregularities that occur which cannot be controlled by Via Airlines.

**One Way** – Travel from one point to another.

**On-line** – Air travel on Via Airlines only.

**Overbooking** – The acceptance of more confirmed reservations on a given flight than the seating capacity of the aircraft allows.

**Passenger** – Any person, except members of the crew, carried or to be carried in an aircraft with the consent of Via Airlines.

**Chaperone Service** – Chaperone service provided by Via Airlines personnel for an unaccompanied minor/special needs passenger from the time of boarding until that passenger is met at the stopover point or final destination.

**Physically/Mentally Challenged/Special Needs Passenger** – Any individual, who has a mental and/or physical impairment that, on a permanent or temporary basis, substantially limits one or more major life activity (ies). The individual should have a record of such impairment, or be regarded as having said impairment.

**Round Trip** – From Point A to Point B and back to Point A. Some fare rules may require the same fare class and carrier.

**Routing** – The allowable intermediate airports via which transportation may be provided for the published fares.

**Segment** – One take off and one landing in egress to the final destination.

**Standby Passenger** – Passengers who will be enplaned on a flight subject to availability of space at departure time and only after all passengers having confirmed reservations for the flight have been enplaned. Standing by for an earlier flight, on the same date as on the passenger's ticket, can be done without additional fees. Passengers will not be allowed to standby for a flight later than originally ticketed, without incurring penalties, on non-refundable tickets, and any applicable fare differences.

**Stopover** – A deliberate interruption in a passenger's journey in excess of four (4) hours. Stopovers by definition are agreed to in advance by the carrier at a point between the place of departure and the place of destination.

**Trained Service Animal** – Any animal that has been trained to assist individuals with mental or physical impairments (i.e., a blind or deaf individual) and any working animal usually identified by a harness, ID tag, or by aiding an individual with impairments.

**Two Hour Rule** – If a passenger misses their connecting flight on Via Airlines, but arrives at the ticket counter within two hours of the scheduled departure time (as it appears on the ticket), Via Airlines will allow the passenger to fly standby for the next scheduled Via Airlines flight on the same day of departure without penalty.

**Validated Ticket** – A ticket that has been purchased through direct payment or other satisfactory credit arrangement and carries the identification stamp of Via Airlines or another airline whose ticket Via Airlines accepts.

**Voluntary Refund** – A refund issued when a passenger chooses not to use his/her ticket for which they have a confirmed seat reservation. Voluntary refunds of a non-refundable or restricted fare will be in the form of a travel voucher, less the penalties.

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## **REFUSAL TO TRANSPORT**

Via Airlines may refuse to transport or may remove a passenger at any point from a flight for the following reasons:

- A. Compliance with any government regulation or with government requisition of space or request for emergency transportation in connection with national defense or natural disasters (actual, threatened, or reported).
- B. Whenever necessary to advise by reason of weather or other conditions beyond its control (including without limitation, acts of God, labor disturbances, strikes, civil commissions, embargoes, wars, hostilities or disturbances) whether actual, threatened, or reported.
- C. Refusal by a passenger to permit a search of a person or property for explosives or for deadly or dangerous weapons, articles or substances.
- D. When a passenger refuses, upon request, to produce positive identification.

**NOTE:** If a passenger appears to be at least 18 years of age, Charter Air Transport shall have the right to require proof of positive picture identification, issued by a governmental agency, for any persons purchasing a ticket(s) and/or presenting a ticket(s) for the purpose of boarding an aircraft.

- E. Comfort and Safety - When, in the judgment of Via Airlines personnel, there is a possibility that the passenger may cause a disruption or serious impairment to the physical comfort and safety of other passengers or Via Airlines employees, and/or interfere with a crew member in the performance of his/her duties, or otherwise jeopardize safe flight operations.



- F. Conduct or Condition - A physically or mentally challenged passenger, but only for those certain safety-related reasons as outlined below:
1. For a passenger who, because of his/her mental disability, is unable to comprehend or respond to safety related instructions;
  2. For a passenger who has both a severe hearing and vision impairment and who is unable to establish a means of communicating with Via Airlines personnel sufficient to receive the safety briefing;
  3. For a passenger who has a mobility impairment so severe as to be unable to assist in his/her own evacuation.
- In the alternative, Via Airlines may allow such physically or mentally challenged passenger to board by requiring an attendant to accompany such passenger, at no additional cost to the passenger.
- G. An infant under seven (7) days of age or any infant requiring an incubator or any life support systems.
- H. A passenger is pregnant and expecting delivery within one month of flying, unless the passenger provides Via Airlines with a doctor's certificate, dated within 72 hours of departure, which states that the doctor has found the passenger to be physically fit for air transportation and is not due to deliver within 72 hours after reaching destination.
- I. Any person requiring oxygen or any life support systems.

**NOTE:** Please note that personal oxygen concentrators are allowed to be carried on our aircraft as an assistive device and may be used in association with FAR's and Company Policy.

- J. An obvious contagious disease.
- K. Passenger is unable to sit in a seat with the seatbelt fastened.
- L. Improperly attired or reeks of offensive odor.
- M. Manacled prisoner who resists his/her escort.

**NOTE:** Via Airlines shall not be liable for any refusal by Via Airlines to transport any passenger in accordance with the preceding paragraphs. However, at the request of the passenger, Via Airlines will provide a refund to the passenger in accordance with the "Involuntary Refunds" section of this Contract.

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## ACCEPTANCE OF CHILDREN

### A. Children Accompanied by Someone Other than an Adult.

Children ages 5-11 years may travel without adult supervision if accompanied by someone 12 years or older. Children ages 8 days to 5 years must be accompanied by someone 14 years or older. Newborns fewer than 8 days old will not be accepted for travel at all. Birth certificates may be required for all children.

### B. Unaccompanied Children

1. Under 5 years old – Children ages eight (8) days to 5 years must be accompanied by someone 14 years or older. Birth certificates may be required.
2. 5-11 years old – All travel must be on flights for which the unaccompanied child holds confirmed reservations from the airport of origin to airport of destination. Unaccompanied children will not be allowed to travel on a standby basis. The child must be brought to the airport of departure by a parent or responsible adult who must remain with the child until the child is enplaned and the aircraft has departed. Evidence must be furnished to Via Airlines that another parent or responsible adult will meet the child upon deplaning at the child's destination. The following conditions also apply:
  - a. 5-7 years old – accepted for on-line transportation only when through service is provided without a change of aircraft. Unaccompanied children 5-7 years old will not be accepted on the last flight of the day, unless there is only one flight per day offered in that market.
  - b. 8-11 years old – accepted for on-line or interline transportation on direct or connecting flights. Unaccompanied children 8-11 will not be accepted on the last flight of the day unless there is only one flight per day offered in that market.
  - c. 12-17 years old – accepted without restrictions. A “chaperone service” may be requested by the parent or responsible adult when a connection is made enroute.

C. Chaperone service charges for Unaccompanied Children

1. Charges for chaperone service will be assessed and payable as per the pricing structure on the company website.
2. A chaperone service is automatically required for any unaccompanied children 5-11 years of age.
3. A chaperone service may be requested for any unaccompanied children 12-17 years of age.
4. Payment of all applicable chaperone service charges must be received by Via Airlines prior to enplanement of the child.

D. Infant Carrying Seat

A government-approved infant carrying seat will be accepted for transportation in the passenger compartment, provided an additional seat is reserved for the infant, a ticket is purchased, and the seat can be properly secured by the seat belt in a window seat. Seat must be secured so that the seat back of the infant carrier does not impede the egress in an emergency and for the well-being of the child. If an additional seat is available on the flight, an infant may occupy a seat, without the purchase of a ticket, in accordance with the requirements listed herein.

E. Responsibility of Carrier

Via Airlines is not liable for, and does not assume responsibility for, any financial or guardianship duties for any minor passenger beyond those duties of reasonable care owed by Via Airlines to an adult passenger.

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**LIVE ANIMALS**

A. General

1. Via Airlines will accept live animals for carriage as pet-in- cabin, checked baggage and cargo.

**NOTE:** See the “SERVICE ANIMALS and EMOTIONAL SUPPORT / PSYCHIATRIC ANIMALS” sections of this document for additional information. Service animals will always receive boarding priority over other animals.

**NOTE:** See the “ACCEPTANCE OF BAGGAGE: SPECIAL ITEMS” section of this document for additional information

2. Live animal transportation charges will apply.
3. Advanced reservations for the animal must be made with Via Airlines.
4. The passenger must make arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations and requirements, or restrictions of the country, state, or territory to which the animal is being transported.
5. The passenger is responsible to check policies of other airlines for connecting flights.

**B. Acceptance of Pet-in-Cabin**

1. Pet-in-cabin charges will apply.
2. The container must be stored under the seat directly in front of the passenger and the animal must remain in the container during boarding, deplaning, and at all times while on board the aircraft. Pet containers that cannot fit under the seat directly in front of the passenger must be carried in the aircraft cargo compartment.
3. Via Airlines may limit the amount of pets in cabin per flight. Items to be considered in this decision are:
  - a. type of pets
  - b. passive nature of the pets
  - c. number passengers on board
  - d. comfort of passengers on board
4. In the event that the animal becomes offensive or causes a disturbance during transit, then, at the Captain's discretion, the animal may be removed from the aircraft at the first en-route stop and arrangements made to transport the animal to its destination using alternate transportation at the passenger's expense.
5. Soft-sided carriers specifically designed for pet carriers are accepted only in the cabin of the aircraft and must not exceed 20” in length, 15” in width, and 11” in height.
6. The passenger may not occupy an exit row seat.
7. Animals will not be permitted to travel with unaccompanied minors in the cabin.

**NOTE:** Failure to meet the conditions of acceptance as stated above may result in refusal by Via Airlines to transport the animal.

C. Trained Service Animals

1. A Service Animal is any animal that is individually trained or able to provide assistance to a qualified person with a disability.
2. Via Airlines will permit dogs and other service animals to accompany a passenger with a disability.
  - a. Via Airlines will not deny transportation to a service animal on the basis that carriage may offend or annoy others traveling on the aircraft.
  - b. Via Airlines shall accept the following as evidence that an animal is a service animal:
    - 1) identification cards
    - 2) other written documentation
    - 3) presence of harnesses, vests, capes or backpacks
    - 4) tags
    - 5) credible verbal assurances of the qualified individual with a disability traveling with the animal
  - c. Service animals are trained to behave properly in public settings. A properly trained guide dog will remain at its owner's feet. An animal that engages in disruptive behavior shows that it has not been successfully trained to function as a service animal. Airlines are not required to treat disruptive animals as a service animal, even if the animal performs an assistive function for a passenger with a disability.

**NOTE:** Documentation will not be requested unless a passenger cannot provide credible assurances that an animal has been individually trained or is able to perform some task or function to assist the passenger with his or her disability.

- d. The service animal may accompany a qualified individual in a seat in which the person sits, unless the animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation such as an exit row.
      - e. If a service animal cannot be accommodated at the seat location of the passenger who is using the animal, they will be offered the opportunity to move with the animal to another seat where the animal can be accommodated, as an alternative to requiring the animal travel in the cargo hold.
3. Via Airlines is never required to accommodate certain unusual service animals.
  - a. Animals that pose unavoidable safety and/or public health concerns. Examples of animals that fall within this category are:
    - 1) snakes
    - 2) other reptiles

- 3) ferrets
- 4) rodents
- 5) spiders
- b. Other unusual animals will be evaluated on a case-by-case basis.
  - 1) Examples of animals that fall within this category of unusual or exotic animals are:
    - a) miniature horses
    - b) pigs
    - c) monkeys
  - 2) Factors to consider are:
    - a) the animal's size
    - b) the animal's weight
    - c) if the animal would pose a direct threat to the health or safety of others
    - d) if the animal would cause a significant disruption of cabin service

If no such factors preclude the animal from traveling in the cabin, Via Airlines will permit it to do so. In most other situations the animal should be carried in the cargo bin.

- 4. General requirements for processing Service Animals include:
  - a. A single passenger may have two or more service animals. In these circumstances, every effort will be made to accommodate the animals in the cabin.
  - b. The animal should be of a size to fit underneath the seat in front of the passenger and not create an obstruction.
  - c. Via Airlines will not charge passengers for accommodations of service animals, including animals transported in the cargo hold.

#### D. Emotional Support / Psychiatric Animals

- 1. If a passenger seeks to travel with an animal that is used as an emotional support or psychiatric service animal, Via Airlines is not required to accept the animal for transportation in the cabin unless the passenger provides current documentation (i.e., no older than one year from the date of the scheduled initial flight).  
The documentation must be on letterhead of a licensed mental health professional such as:
  - a. a psychiatrist
  - b. a psychologist
  - c. a licensed clinical social worker
  - d. a medical doctor specifically treating the passenger's mental or emotional disability
- 2. The documentation must state the following:
  - a. The passenger has a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders;

- b. The passenger needs the emotional support or psychiatric service animal as an accommodation for air travel and/or for activity at the passenger's destination;
    - c. The individual providing the assessment is a licensed mental health professional, and the passenger is under his or her professional care; and
    - d. The date and type of mental health professional's license and the state or other jurisdiction in which it was issued.
  3. Emotional Support/Psychiatric animals should be trained to behave properly in public settings. Airlines are not required to treat disruptive animals as an emotional support/psychiatric animal, even if the animal performs an assistive function for a passenger's emotional well-being.
- E. General requirements for processing Emotional Support/Psychiatric Animals include:
  1. A single passenger may have two or more service animals. In these circumstances, every effort will be made to accommodate the animals in the cabin.
  2. The animal should be of a size to fit underneath the seat in front of the passenger and not create an obstruction.
  3. Via Airlines will not charge passengers for accommodations of emotional support/psychiatric animals, including animals transported in the cargo bin.

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## **SMOKING/NON-SMOKING SEAT**

Smoking is prohibited on all flights.

**NOTE:** Federal Law prohibits tampering with, disabling, or destroying any smoke detector installed in an aircraft lavatory.

**NOTE:** This includes electronic cigarettes.

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## **Use of Electronic Devices On-Board Aircraft**

AM/FM radio receivers, cellular/mobile phones, paging devices, TV receivers, electronic oxygen devices, remote toys and video devices may not be used on board the aircraft. This restriction is necessary in order to avoid disturbances of the aircraft's electronic navigational equipment.

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## **TICKETS**

- A. No person aged 2 years old and above, shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between the points of origin and destination as identified on the ticket and via the routing designated thereon.
- B. Flight coupons will be honored only in the order in which the coupons are issued and only if all unused flight coupons are used together.
- C. Use of coupons for two or more tickets issued at round trip fares for the purpose of circumventing applicable tariff rules (such as advance purchase/minimum stay) are not permitted. Via Airlines agents and authorized travel agents are prohibited from issuing tickets under such circumstances when there is obvious intent to abuse and/or misuse restricted round trip fares (commonly referred to as “back-to-back ticketing”). Any agent found issuing such back-to-back tickets and any passenger attempting to wrongfully utilize a flight coupon in such back-to-back tickets will be liable, both severally and jointly, for the difference between the fare paid and the fare for transportation used. Via Airlines reserves the right to deny transportation to passengers found utilizing tickets in such manner, unless the difference between the fare paid and the fare for transportation used is received by Via Airlines prior to enplanement.
- D. A ticket which has not been properly validated, or which has been altered, mutilated or improperly issued, shall not be valid for use or eligible for a refund.
- E. Tickets are not transferable. In addition, Via Airlines shall not be liable to the purchaser or owner of a ticket for honoring or refunding such ticket when presented by another person.
- F. The purchaser of a Via Airlines ticket and the passenger intending to use such ticket are responsible for ensuring that the ticket accurately states the name of the passenger. Presentation of a ticket for transportation on Via Airlines by someone other than the passenger named therein renders the ticket null and void. Such ticket will be subject to confiscation and will be ineligible for any refund.

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## **TICKET VALIDITY**

- A. **Period of Validity**  
An original ticket or completely reissued published fare ticket, or portions thereof, will be valid for transportation for one year from the date of issue or reissue.



**EXCEPTION:** When a ticket includes a special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the special fare purchased.

**B. Extension of Validity (Ticket must be reissued)**

1. If, due to lack of space or flight cancellation, a passenger is prevented from using the ticket, or portion of the ticket, either during the period of validity specified in paragraph A above ("Period of Validity") or during the period of validity applicable to a special fare, then the period of validity will be extended until space can be provided on a scheduled Via Airlines flight comparable to the Charter Air Transport flight on which the passenger had a confirmed seat reservation.
2. If the passenger is unable to commence or continue travel due to (i) personal illness or physical incapacity, or (ii) the illness, death or physical incapacity of a member of the passenger's immediate family or of an associate with whom the passenger is traveling; Charter Air Transport will extend the period of validity beyond the original limit, but not to exceed one (1) year.

**NOTE:** The illness or incapacity of the passenger, member of the passenger's immediate family, or associate with whom the passenger is traveling must be certified in writing by a physician, which certification must specify that, due to such illness or incapacity, the passenger is unable to complete travel before the original time limit. The written certification must be an original on the physician's or hospital letterhead, signed and dated. In the event of death of a member of the passenger's immediate family or death of an associate with whom the passenger is traveling, a copy of the death certificate must be presented to Via Airlines. Upon presentation of the written doctor's certification or death certificate to Via Airlines, the passenger's ticket and all coupons affected will be reissued by a Via Airlines agent. The reissued ticket and/or coupons must indicate on the face of the ticket and coupons that an extension, which cannot exceed one year, has been granted. In the event of death of a passenger, the fares for all unused portions of the deceased passenger's ticket will be refunded in full to the deceased passenger's estate except when the form of payment was credit card. In the case of a credit card payment, the refund will be credited to the payer. A certified copy of the deceased passenger's death certificate must be provided to Via Airlines. A certified copy of the deceased passenger's death certificate must be provided to Via Airlines.

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## CONFIRMATION OF RESERVED SPACE

- A. A reservation for space on a given Via Airlines flight is valid when the availability and allocation of such space is confirmed by a reservation agent or authorized representative of Via Airlines. Subject to payment in full or acceptance by Via Airlines of a satisfactory credit arrangement, a validated ticket will be issued indicating such confirmed space, provided the passenger applies for such ticket at least sixty (60) minutes prior to the scheduled departure time of the flight to which such reservation applies. Any reservation of space is subject to cancellation by Via Airlines, without notice; if the passenger has not obtained a validated ticket specifying his/her confirmed reserved space at least sixty (60) minutes prior to the scheduled departure time of the flight to which such reservation applies.

**EXCEPTION:** Where rules applicable to a fare provide for issuance, validation, or purchase of a ticket more than sixty (60) minutes prior to the scheduled departure time of the flight to which a reservation applies, the advance ticketing limit specified in such other rules will take precedence.

- B. Once a passenger obtains a ticket reflecting confirmed space for a Via Airlines flight and date, either from Via Airlines or its authorized representative, the reservation is confirmed even if there is no record of such ticket in the Via Airlines reservations system.

**EXCEPTION:** Tickets shall not be valid if reservations are canceled either (i) pursuant to the “Cancellation of Reservations” section of this Contract or (ii) by the passenger or his/her representative.

- C. Because not all passengers holding confirmed reservations use those reservations, Via Airlines flights are subject to over-booking which could result in the carrier’s inability to honor tickets for previously confirmed space on a given flight or for the class of service reserved. In this event, Via Airlines’ obligation to the passenger is governed by the “Denied Boarding Compensation” section of this Contract. The term “over-booking” as used in this Contract means the acceptance of more confirmed reservations on a given flight than the seating capacity of the aircraft allows.

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## **RESERVATIONS AND TICKETING TIME LIMITS**

Reservations requested from any Via Airlines office or authorized agency will be accepted by Via Airlines subject to a 24-hour ticketing time limit unless specified differently within the fare rule.

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## **CANCELLATION OF RESERVATIONS**

- A. Via Airlines will cancel reservations of any passenger whenever such action is necessary to comply with the following:
1. Any governmental regulation.
  2. Any governmental request for emergency transportation in connection with the national defense.
  3. When such cancellation is necessary or advisable by reason of weather or other conditions beyond the control of Via Airlines.
  4. Refusal by a passenger to permit a search of a person or property for explosives, or for deadly or dangerous weapons, articles or substances.
  5. When a passenger refuses, upon request, to produce positive government issued identification.

B. Failure to Occupy Space

If the passenger fails to occupy space which has been reserved for him/her on a Via Airlines flight and Via Airlines does not receive notice of the cancellation of such reservation prior to departure of such flight, or if any other carrier cancels the reservation of any passenger in accordance with this rule, Via Airlines will cancel all reservations held by such passenger on the flights.

C. Airport Check-in Time Limit

Via Airlines recommends that you arrive at the airport at least 90 minutes prior to the scheduled departure time of your flight for domestic travel. Some airports and destinations may require an even earlier arrival. If the passenger has not presented himself/herself at the loading gate for check-in and/or boarding at least twenty minutes before the scheduled departure time of the flight on which the passenger's reservation was made, the passenger's reservation on that flight will be cancelled. Any passenger traveling with checked baggage must check in a minimum of 45 minutes prior to scheduled departure time.

D. Misconnected Passengers

Any passenger who, due to the late arrival of an inbound connecting flight of Via Airlines or another air carrier, is unable to present themselves for check-in in accordance with the above-mentioned twenty-minute check-in time limit, will be considered a misconnected passenger and two-hour rule would apply (see definitions).

E. Liability

Via Airlines shall not be liable for any losses, damages, claims, or expenses that arise out of, or are the result of, any cancellation of reservation of any passenger in accordance with the provisions of this "Cancellation of Reservations" section. Notwithstanding the foregoing, the following provisions shall also apply

1. If a reservation was canceled pursuant to Paragraph (A) or (D) of this section, the passenger's remedies shall be limited to those remedies provided for in the "Failure to Operate on Schedule or Failure to Carry" section of this Contract.
2. If a reservation was canceled pursuant to Paragraph (B) of this section, Via Airlines will provide a refund to the passenger in accordance with the "Voluntary Refunds" section of this Contract.
3. If a reservation was canceled pursuant to Paragraph (C) of this rule, Via Airlines will reroute the passenger on our next available flight, however, passenger will be required to pay a penalty on non-refundable type tickets plus any applicable fare difference, or Via Airlines will provide a refund to the passenger in accordance with the "Voluntary Refunds" section of this Contract.

F. Via Airlines may refuse to transport any passenger for any of the reasons stated in the "Refusal to Transport" section of this Contract.

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**FARES (GENERAL)**

- A. Specific fares and charges shall apply only to air transportation between the airports through which the cities named in connection with such fares and charges are served either by Via Airlines or other air carriers by who such fares and charges are published.
- B. When a metropolitan area is served by more than one airport and the passenger requires connecting service with arrival at one airport and departure from another airport on Via Airlines or another carrier, transportation between the airports must be arranged by and at the expense of the passenger.

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## **ROUND TRIP FARES**

When a ticket is purchased or reissued, the fare applicable to a round trip will be one of the following:

1. The single factor round trip fare
2. The sum of all one-way single factor fares for all flight segments of the trip

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## **CIRCLE TRIP FARES**

When a ticket is purchased or reissued, the fare applicable to a circle trip will be one of the sum of all one-way single factor fares for all flight segments of the trip

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## **STOPOVERS**

Stopovers will be permitted only upon payment of the combination of applicable fares, or stopover charges when provided, for the individual flight segments of the trip unless the applicable fare permits such stopovers. A stopover will occur when a passenger arrives at an intermediate or junction transfer point on a flight of any carrier and fails to depart from such intermediate or junction transfer point on:

- A. The first flight on which space is available; or,
- B. The first flight that will provide for the passenger's earliest arrival at an intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the passenger's ticket.

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## **ROUTINGS**

Each fare applies only to transportation via the intermediate cities specified by Via Airlines in connection with such fare. Changes in routing may subject the passenger to an additional charge.

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## BAGGAGE ACCEPTANCE

### A. General Conditions

Via Airlines will accept for transportation as baggage such personal property as is necessary for, or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following:

1. All baggage is subject to inspection by Via Airlines however, Via Airlines is not obligated to perform an inspection of any baggage. Via Airlines reserves the right, at any time, to either refuse to transport or remove from an aircraft any baggage that the passenger refuses to submit for inspection.
2. Via Airlines reserves the right to refuse to transport baggage on any flight other than the flight carrying the passenger.
3. Via Airlines reserves the right to refuse to accept property for transportation if:
  - a. The size, weight, or character of such property renders it unsuitable for transportation on the particular aircraft which is to transport it;
  - b. The property cannot be accommodated without harming or annoying passengers; or,
  - c. The property is not suitable or adequately packaged to withstand ordinary handling unless the passenger has executed a release form.
4. Via Airlines will not accept baggage or other personal property for storage.
5. Via Airlines will check baggage which is tendered by a passenger only upon presentation by the passenger of a valid ticket for transportation over the lines of Via Airlines, or over the lines of Via Airlines and one or more other carriers, subject to the conditions specified below:
  - a. The passenger's name must appear on the baggage.
  - b. Baggage will not be checked:
    - 1) To a point that is not on the passenger's routing.
    - 2) Beyond the passenger's next point of stopover or, if there is no stopover, beyond the final destination designated on the ticket.
    - 3) Beyond a point at which the passenger wants to reclaim the baggage or any portion thereof.

- 4) To a point which is intermediate to the passenger's next point of stopover, or if none, intermediate to the final destination

#### B. Restricted Articles

Via Airlines will not accept for carriage any baggage which contains or is comprised of any materials which are defined as Hazardous Materials. The term "Hazardous Materials" shall refer to the following:

1. Those substances included within the definitions of hazardous substance, hazardous material, toxic substance, regulated substance, or solid waste in the Comprehensive Environmental Response, Compensation and Liability Act, U.S.C. Section 9601 *et seq*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq*; and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 *et seq* and in the regulations promulgated thereto;
2. Those substances listed in the United States Department of Transportation Table (49 C.F.R. Section 172.101 and amendments thereto) or by the Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto); and,
3. Those substances listed in the International Air Transport Association ("IATA") Dangerous Goods Regulations.

Notwithstanding the foregoing, limited quantities of dry ice, not to exceed 5. 5lbs. per package, will be accepted for carriage as checked baggage provided that the baggage is properly designed to permit the release of carbon dioxide and the container is clearly labeled, on the outside, "DRY ICE" or "CARBON DIOXIDE SOLID". Personal items or gate checked bags can only contain 4.4 lbs. of dry ice. The package must also have stated on the outside: i) the amount of dry ice inside the package and ii) the contents inside the package that are being cooled. There is no limit to the number of packages on any one flight.

#### C. Fragile and Perishable Items

Via Airlines will refuse to accept property for transportation that is not suitably packaged to withstand ordinary handling. Fragile and perishable items will be accepted only if appropriately packaged in an original factory sealed carton or a container designed for shipping such items. Via Airlines will not be liable for any damage or loss to the contents of cardboard boxes which are checked for baggage, including items placed in cardboard boxes provided by Via Airlines. Fragile items without appropriate packaging will only be accepted and/or transported at the passenger's sole risk. Please see "Exclusion from Liability" under the section "Claim Limits and Procedures" herein below for more information.

Some examples of fragile/perishable articles include, but are not limited to: optics, artistic items, chinaware/ceramics/pottery, electronic and mechanical items, liquids, flimsy garment bags and suit/dress covers, glass, musical

instruments, business papers, photographic/video equipment, cell phones/pagers and chargers, computer and all accessories, heirlooms, collectibles, unsuitably-protected recreational and sporting goods, animal horns and antlers, food, plants, and medication.

D. Human Remains

Via Airlines will accept crematory containers, containing human or animal remains, as checked baggage or carried onboard if cleared using Transportation Security Administration (TSA)-approved screening procedures. Container cannot be opened. If the crematory container produces an opaque image on x-ray, the container may not be carried in the cabin, but will have to be transported as checked baggage. If the crematory container, containing remains, sets off an explosive detection alarm, and the source of the alarm cannot be verified by TSA, the container will not be permitted onboard the aircraft at all.

Empty crematory containers are allowed to be opened for the screening process, if needed.

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## **ACCEPTANCE OF BAGGAGE: SPECIAL ITEMS**

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

A. Firearms and ammunition (checked baggage only)

In accordance with federal law, a passenger who presents baggage which contains a firearm and/or ammunition must declare that the firearm is unloaded and ammunition is properly packaged. The passenger must sign a "Firearms Unloaded" declaration tag. The declaration tag will be properly placed inside the baggage containing the firearm and/or ammunition by a Via Airlines Agent. Properly packaged small arms ammunition up to a maximum of 11 pounds may be checked as baggage. The ammunition may be packed in the same container as the firearm or in a separate container. One item of shooting equipment per passenger will be allowed in place of one checked bag only when permitted by governmental regulations and Via Airlines Airline Firearms Policy. For more information concerning conditions of acceptance of firearms and/or ammunition as baggage, see (D) (Sporting Equipment) of this section.

**NOTE:** Empty gun cases may be accepted as checked baggage, however the Firearms Unloaded/Ammunition tag that will be enclosed in the case must indicate "Case Empty".



B. Infant Carrying Seats

A government-approved infant carrying seat with the label affixed stating, "This has been approved for motor vehicle and aircraft use", will be accepted for transportation in the passenger compartment. This may occur only when an additional window seat is reserved for the infant, a ticket is purchased, and the carrying seat can be properly secured by the seat belt so that the seat back of the infant carrier does not impede the egress in an emergency. If an additional seat is available on the flight, the infant may occupy the seat, without the purchase of ticket, with the flight crew's approval and within the requirements listed herein.

C. Musical Instruments, Fragile, or Bulky Items

Via Airlines accepts musical instruments, fragile, or bulky items as cabin-seat baggage subject to advance arrangements and applicable charges as set forth in on the company website. Bass violins and cellos will only be accepted as cabin-seat baggage and are subject to cabin- seat baggage charges.

D. Sporting Equipment

1. One item of the following sporting equipment will be checked by Via Airlines as a part of the checked baggage allowance defined in the "Baggage Allowance" section of this Contract. Fees may apply as detailed on the company's website.
  - a. Bowling Equipment: One item of bowling equipment is: 1 bowling ball, 1 bowling bag, and one pair of bowling shoes.
  - b. Fishing Equipment: One item of fishing equipment is: 2 rods, 1 reel, 1 landing net, 1 pair of fishing boots (properly encased), and 1 fishing tackle box.
  - c. Golfing Equipment: One item of golfing equipment is: 1 golf bag containing not more than 14 golf clubs, 12 golf balls and 1 pair of golf shoes.
  - d. Shooting Equipment: Items of shooting equipment will be accepted only as checked baggage subject to the conditions specified below:
    - 1) 1 rifle or 1 pistol case containing firearms and accessories appropriate to the design of the case
    - 2) Or, one bow and quiver of arrows with maintenance kit enclosed or container of sufficient strength to protect the bow and quiver with arrows from accidental damage.
    - 3) Conditions of acceptance:

- a) Firearms must be unloaded and a “Firearms Unloaded” declaration must be signed by the passenger indicating that the firearm is unloaded and/or ammunition is properly packaged. The tag shall be placed inside the container by a Via Airlines employee.
- b) Firearms/ammunition must be packed as follows:
  - Rifles and/or shotguns must be packed in a locked hard-sided case. Rifles and/or shotguns packed in soft-side cases will not be accepted.
  - Handguns must be packed in a locked hard-side gun case. The locked hard-side gun case may be placed inside a piece of checked baggage. Handguns in soft-side cases will not be accepted.
  - The gun case must be locked at the time of acceptance, and the key or lock combination retained in the passenger's custody.
  - Ammunition must be declared and packed in the manufacturer’s original container, or securely packed in a fiber, wood, or metal box to prevent movement of cartridges. The ammunition inside the container must be protected against shock and secured against movement.
  - Loaded ammunition clips and magazines must also be securely boxed or included within a hard-sided case containing the unloaded firearm.
- c) The passenger is responsible for knowledge of and compliance with all Federal, State or local laws regarding the possession and transportation of firearms.
- d) For more information about firearms and ammunition in checked baggage you may visit the TSA website.
- e. Skiing Equipment: One item of skiing equipment is: 1 pair of skis, 1 pair of ski poles, 1 pair of ski bindings, and 1 pair of ski boots; or 1 snowboard, 1 set of bindings, and 1 pair of boots.

**NOTE:** Items in excess of the allowance will be subject to excess baggage charges listed in the “Baggage Allowance” section of this Contract, for a single piece whether or not presented as a single piece.

**NOTE:** If the total number of items of sporting equipment (as defined herein above) per passenger, plus the total number of other items of baggage per passenger, is in excess of the free baggage limit per passenger, excess bag charges will apply.

2. The following sporting equipment will be accepted by Via Airlines as checked baggage, but only as excess baggage to which excess bag charges shall apply. Each of the following sporting equipment items will be subject to a specified excess bag charge per item whether or not the items are presented as a single piece.
  - a. **Bicycles**  
One item of bicycle equipment is: 1 bicycle. Via Airlines will accept non-motorized touring or racing bicycles with single seats. Bicycles must have the handlebars fixed sideways and the pedals removed, or must be placed in a cardboard container, or the pedals and the handlebars must be encased in plastic foam or similar material.
  - b. **Scuba-Diving Equipment**  
One item of scuba diving equipment is: 1 empty scuba tank, 1 regulator, 1 pressure gauge, 1 mask, 2 fins, 1 snorkel, 1 knife, 1 spear gun, and 1 BC-vest. These items must be placed in a container so as to avoid damage to any of the equipment.

**NOTE:** Via Airlines does not provide bags or boxes for such items as listed above.

**E. Animals as Checked Baggage**

1. Via Airlines will accept certain domesticated dogs as checked baggage. Arrangements must be made with the airline prior to travel by calling customer service.
2. Due to health risks snub nosed dog breeds will not be accepted as checked baggage.
3. Only one (1) animal/kennel per ticketed passenger is allowed.
4. The animal must be contained in a kennel or container which is subject to inspection and approval of Via Airlines prior to acceptance.
5. The animal must be harmless, inoffensive, odorless, and require no attention during transit.

6. The passenger must provide, for each animal traveling as checked baggage a health certificate issued by a veterinarian. The certificate must be issued:
  - a. within ten (10) days of originating travel
  - b. within thirty (30) days of return travel on the same ticket
  - c. within ten (10) days when return travel is on a separate ticket
7. Temperature restrictions may apply. If the temperature in either the origin or destination city is extremely hot or cold, as determined by the Captain of the flight, the pet may be denied boarding in the cargo compartment. When a certificate of acclimation is signed by an accredited veterinarian and issued no more than ten (10) days before travel, animals can be accepted above/below these maximums as long as the acclimation temperature is stated on the certificate.
8. Pets transported as baggage or cargo may not be placed in the cabin of the aircraft.
9. Animal Containers/Kennels  
All animal containers/kennels must be provided by the passenger and must meet the provisions below:
  - a. The container must be leak proof,
  - b. The container must be ventilated on at least two sides,
  - c. Must prevent any part of the animal from protruding outside of the container,
  - d. The container must be constructed of metal, wood, polyethylene plastic, or a composite material of similar strength,
  - e. The container must have handholds for lifting without tilting or placing hands inside the kennel,
  - f. The interior of the container must be clean and dry with adequate absorbent material,
  - g. The container will have two (2) dishes or one (1) divided dish for food and water,
  - h. The container will have a clear bag (small Ziploc) of food attached to the top of the kennel.
  - i. Only one animal will be allowed per container and the animal must be able to stand up in the kennel. Litter mates under six (6) weeks old can travel with or without their mother. All litter mates (and their mother, if applicable), must be able to turn around in the kennel.

**EXCEPTION:** Greyhounds and Whippets are not required to be able to turn around in the kennel due to their fragile spines.

- j. Extra-large kennels are not allowed on any Via Airlines aircraft. Only one (1) large kennel type 400-36Lx24Wx26H or two (2) small/medium kennels type 200/300- max 32Lx22Wx23H are allowed per aircraft. If space allows, additional kennels may be accepted as checked baggage.

F. Animal Antlers / Trophies

Via Airlines will accept animal antlers, up to a maximum size of 55 linear inches, as checked baggage, as long as the tips are protected to prevent damage to other baggage and personnel. Via Airlines assumes no liability for damage to or loss of these items.

G. Wheelchairs/Assistive Devices

- 1. Via Airlines shall do its best to safely provide assistance in the enplaning and deplaning process.
- 2. This assistance shall include, as needed, the services of personnel and the use of ground wheelchairs.
- 3. Wheelchairs and other assistive devices shall be accepted in addition to the free baggage allowance and carry-on limits, subject to size constraints of the aircraft.
- 4. No charge shall be imposed if weight limit on a checked wheelchair or assistive device is exceeded.
- 5. Wheelchairs will be stowed in the cargo compartment with priority over other cargo and baggage.
- 6. Battery-powered wheelchairs shall be accepted when:
  - a. A 48-hour advance notice of intent to check wheelchair is requested
  - b. A one-hour advanced check-in is required
  - c. Batteries must be disconnected and terminals protected against electrical shorting
  - d. Packaging for a detached battery will be provided
- 7. Canes and other assistive devices may be stowed on board the aircraft in close proximity to the passenger's seat, subject to safety requirements.

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A. Personal Items

1. Only one personal item will be allowed, per ticketed passenger, in the cabin of the aircraft. All standard sized carry-on baggage will be gate checked. Personal items include the following:
  - a. Purse
  - b. Briefcase
  - c. Computer and case
  - d. Diaper bag
  - e. Other similar size item (backpack, small duffel bag, portfolio)
  - f. Pet in cabin (restrictions apply)

**NOTE:** In addition to the ONE personal item, a passenger may carry, within reason: a coat, an umbrella, reading material, food for immediate consumption, infant restraining device or passenger assist/comfort animals and devices.

2. Upon request by the passenger, a fragile and or bulky item may be accepted by Via Airlines as cabin-seat baggage subject to the provisions in the “Cabin-seat Baggage and Charges” section of this Contract.

## **CABIN-SEAT BAGGAGE AND CHARGES**

A. Seat Baggage

When a passenger requests that an item of baggage be carried in the cabin, and it is determined by Via Airlines that the item is too fragile and/or bulky for storage in either the overhead compartments or under a seat, Via Airlines will require the passenger to purchase assigned cabin-seat space for the baggage and secure the baggage in such assigned cabin-seat space.

B. Charges

For each assigned cabin-seat space to be occupied by seat baggage, Via Airlines will collect a charge in the amount of 50% of the Y fare or 100% of the lowest available unrestricted fare; whichever one is lower. Lower fares may be available if purchased in advance by calling our Reservations Call Center. The cabin-seat baggage will not be included in determining the free baggage allowance or any excess baggage charges.

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## **FREE BAGGAGE ALLOWANCE**

Via Airlines will accept and transport free of charge, subject to the presentation of a valid ticket and to the provisions of paragraphs A, B, and C below, one checked and one personal item per passenger. Any additional piece of luggage will be deemed to be excess and subject to excess baggage charges, as set forth below.

A.     Dimensions

The first piece must not exceed 62” and any additional piece must not exceed 55” (Length + Width + Height).

**NOTE:** Only one personal item is allowed inside the cabin of the aircraft. All standard “carry-ons” that meet dimension requirements, will be gatechecked.

B.     Weight

No piece of luggage, as part of the Free Baggage Allowance, can exceed 30 pounds. Each piece of luggage that weighs 31 - 100 pounds will be deemed to be overweight baggage and subject to oversize/overweight baggage charges as set forth below.

C. Pooled Luggage

Members of the same family or groups of passengers traveling together for the same purpose may pool their baggage to make full use of each individual's Free Baggage Allowance.

**EXCEPTION 1:** Certain sporting equipment items, as identified in sub-section (D) (1) of "Acceptance of Baggage: Special Items", may be treated as items of baggage for purposes of determining the free baggage allowance.

**EXCEPTION 2:** In addition to the maximum allowances provided above, each fare-paying passenger may have on their person, without additional charge, the following personal articles, within reason, so long as such articles remain at all times in the passenger's custody:

1. A handbag, pocketbook, organizer or briefcase.
2. An overcoat or wrap.
3. An umbrella.
4. A camera.
5. A reasonable amount of reading material for the flight.
6. A reasonable amount of infant/child paraphernalia that fits under the seat or in the overhead bin.
7. Crutches/canes/braces or other prosthetic device on which the passenger is dependent.
8. Food for immediate consumption.

**NOTE:** The above items must fit in the overhead compartment, garment closet, and/or beneath/alongside the seat in front of the passenger.

**NOTE:** If the Captain determines that the normal baggage allowances exceeds the weight and balance of the aircraft Via Airlines will make arrangements to transport the excess baggage on the next available flight that is able to accommodate the extra baggage.



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## **EXCESS, OVERSIZE, OVERWEIGHT BAGGAGE CHARGES**

Baggage in excess of the Free Baggage Allowance specified above will be accepted for transportation only upon the payment of the excess baggage charges set forth in this section and at the discretion of Via Airlines; and further subject to cargo weight and space restriction at the time of departure. Excess baggage charges and oversize/overweight baggage charges will apply from the point at which baggage is accepted for transportation to the destination point to which the baggage is checked or transported in the passenger compartment. Baggage connecting to other airlines may also be subject to additional excess baggage charges and/or oversize, overweight charges imposed by such other airlines. These additional charges will also be collected by Via Airlines.

- A. Excess Baggage Charges of \$30 per charged bag.
  
- B. Oversize/Overweight Baggage Charges
  - 1. Any container or bag which exceeds the dimensions permitted in the Free Baggage Allowance, but is less than 80 inches in overall measurement, with no single dimension greater than 72 inches.

**NOTE:** Via Airlines does not accept pieces greater than 80 inches as checked baggage.

- 2. Baggage weighing over 30 pounds but not more than 100 pounds will be accepted.

**NOTE:** Via Airlines does not accept pieces weighing more than 100 pounds as checked baggage.

**NOTE:** The above Oversize/Overweight Baggage Charges are in addition to any Excess Baggage Charges applicable from paragraph A above.

**NOTE:** Military personnel on active orders will not be charged bag fees.

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

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

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## CLAIM LIMITS AND PROCEDURES

### Liability

#### A. General

1. Via Airlines shall not be liable for loss of, damage to, or delay in delivery of any personal property, baggage (whether such baggage has been checked, carried on, or otherwise delivered into the custody of Via Airlines).
2. Unless otherwise pre-empted by Title 14, Code of Federal Regulations, Section 254.4, Via Airlines liability for baggage loss, damage, or delays is not to exceed \$3400 per fare-paying passenger domestically when itinerary involves both Via Airlines and code share partners or jointly ticketed with a carrier in which Via Airlines has a ticketing and baggage agreement and that joint segment is operated with an aircraft with over 60 seats.
3. Liability for mobility aids and devices shall be limited to the original purchase price.

#### B. Exclusion from Liability

1. Via Airlines shall not be liable for loss of, damage to, or delay in delivery of any perishables, liquids, or fragile items which, in the sole discretion of Via Airlines, are unsuitably packed. Transportation of any such perishables, liquids, or fragile items that are unsuitably packed is at the passenger's sole risk.
2. Via Airlines shall not be liable for:
  - a. Articles carried in the passenger compartment of the aircraft.

- b. Antiques, artifacts, blueprints, books and manuscripts, business documents, cell phones and pagers as well as their accessories, collectibles, compact discs (CD's), computer equipment (including hardware, software and all accessories), custom-made items, digital video discs (DVD's), electronic/electrical equipment and their accessories, files, fragile articles, hand and power tools, heirlooms, jewelry, keys, machinery and/or their parts, medications/prescriptions, money, musical instruments, natural fur products, negotiable papers, optics, paintings/works of art, perishable items, photographic/video/digital equipment and accessories, precious metals, publications, samples, securities, silverware, sound reproduction equipment, tobacco and all accessories, toys and unsuitably protected recreational and sporting equipment and other similar valuable items and commercial effects included in checked baggage.
3. If checked baggage is accepted less than 45 minutes before departure, Via Airlines will not be liable for any losses or damages suffered, or expenses incurred, including, but not limited to, delivery expenses, as a result of the baggage not being loaded on the same flight as the passenger.
4. If a ticket is used by any person other than the person to whom such ticket was issued, Via Airlines will not be liable for either (i) the destruction, charges, or delay of such unauthorized person's baggage or other personal property or (ii) the death or injury of such unauthorized persons arising from or in connection with such person's unauthorized use of the ticket.
5. Via Airlines is not liable for normal wear and tear to baggage or property, including, but not limited to, scratches, small dents, rips, tears, and soiling. Via Airlines is not liable for damaged or missing telescopic handles, straps, zippers, feet, wheels or wheel casings. Via Airlines will not be liable for damage to baggage or damage to/loss of baggage contents that is the result of over-packing or misuse.
6. Via Airlines is not liable for any internal damage to baggage or baggage contents if the degree of outside damage to the baggage does not reasonably indicate that such internal damage occurred or could have occurred.

#### C. Time Limitations

1. Preliminary Baggage Notice: Charter Air Transport will not be liable for loss of, damage to, or delay in the delivery of any baggage unless notice is submitted in person to Via Airlines within four (4) hours after the arrival of the flight on which the loss or damage is claimed to have occurred. Appropriate forms will be provided by Via Airlines.

2. In addition to the Preliminary Baggage Notice being given within four (4) hours, written notice of a claim for lost, damaged or delayed delivery baggage must be given by the passenger within 7 days of the alleged incident. If this does not occur, Via Airlines will not review or process any such claim filed with Via Airlines.

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## **FAILURE TO OPERATE ON SCHEDULE OR FAILURE TO CARRY**

### A. General

The provisions of this rule shall apply to any passenger who has a ticket or conjunctive tickets with a confirmed reservation on a flight, and the passenger is unable to utilize one or more of the tickets for one of the reasons named herein below.

### B. Definitions

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

1. **Stopover** - a deliberate interruption in excess of four hours of the passenger's journey, as agreed to in advance by Via Airlines and the passenger, at a point between the place of departure and the place of destination.
2. **Connecting Point** - a point to which a passenger holds or held confirmed space on a Via Airlines flight and out of which the passenger holds or held confirmed space on a Via Airlines or other carrier's flight. All airports through which a city is served by any carrier shall be deemed to be a single connecting point when the receiving carrier has confirmed reservations to the delivering carrier.
3. **Misconnection** - occurs at a connecting point when a passenger holding confirmed space on a flight of a receiving carrier is unable to use such confirmed space because the delivering carrier was unable to deliver the passenger to the connecting point in time to connect with the receiving carrier's flight.
4. **Outbound flight** - the flight on which the passenger originally held confirmed space beyond the point where the scheduled irregularity or failure to carry occurs.
5. **Schedule irregularity** - any of the following irregularities occurring on date of departure:
  - a. Delay in scheduled departure or arrival of a Via Airlines flight resulting in misconnection, or

- b. flight cancellation, omission of a scheduled stop, or a delay/interruption of four or more hours in the scheduled operation of a Via Airlines flight, or
- c. substitution of equipment, or
- d. a schedule change which requires rerouting of a passenger at departure time, but only if prior notice of such schedule change has not been given by Via Airlines to such passenger prior to the passenger's arriving at the airport for check-in on the original flight.

C. Schedule Irregularity

The following shall apply when a passenger is delayed because of a controllable/non-controllable irregularity or Via Airlines cancels the passenger's reservation according to "Cancellation of Reservations" section of this Contract.

1. Limitation of Liability

Except to the extent otherwise allowed in this rule, Charter Air Transport shall not be liable for any damages suffered by the passenger or any other party as the result of any failure by Via Airlines to operate any flight according to schedule or for changing the schedule or type of equipment used on any Via Airlines flight, regardless of whether notice of such change in schedule or type of equipment has or has not been provided to the passenger.

2. Delay, Misconnection or Cancellation

To the extent reasonably possible, Via Airlines will provide onward transportation to passengers delayed or misconnected as the result of Via Airlines controllable/non-controllable irregularities or cancellation of Via Airlines flights or service.

- a. For any delay or misconnection that is the result of the operations of Via Airlines, Via Airlines will transport the passenger on the next available flight offered by Via Airlines at no additional cost to the passenger. If Via Airlines is unable to provide onward transportation, Charter Air Transport will arrange for onward transportation for the passenger on another carrier or combination of carriers with whom Via Airlines has agreements for such transportation. The passenger will be transported on such other carrier(s)' next available flight, in the same class of service, at no additional cost to the passenger.
- b. If Via Airlines is unable to arrange alternate air transportation that is reasonably acceptable to the passenger, Via Airlines will refund the passenger's unused flight coupon.

- c. Via Airlines shall have no obligation to accept or honor another carrier's ticket which does not reflect a confirmed reservation on a Via Airlines flight, unless the issuing carrier reissued the ticket as a result of any changes in routing. In the event such carrier is not able to reroute the passenger over such carrier's lines; Via Airlines reserves the right to reroute passenger only over Via Airlines' own lines between the points named on the original ticket.

#### D. Schedule Change

When a passenger will be delayed as a result of a change in Via Airlines' schedule, and notice of such schedule change has not been given by Via Airlines to such passenger prior to the passenger's arriving at the airport for check-in on the delayed or rescheduled flight, Charter Air Transport will arrange to transport the passenger over Via Airlines own lines to the destination point, next stopover point, or next transfer point shown on Via Airlines' portion of the ticket, without stopover, whenever reasonably possible, and at no additional cost to the passenger.

When a Via Airlines schedule change results in the cancellation of all Via Airlines service between two cities, Via Airlines will reroute passengers holding confirmed and ticketed reservation between such cities, over the lines of another carrier or combination of carriers with whom Via Airlines has a special ticket acceptance agreement in place for such transportation (if available), at no additional cost to the passenger or the passenger will be offered a refund as defined in the Involuntary Refund section below.

#### E. Amenities/Service for Delayed Passengers

##### 1. Lodging

Passengers will be provided one night's reasonable lodging when a Via Airlines flight on which the passenger is being transported is:

- a) diverted to an unscheduled point and the delay at such unscheduled point is expected to exceed 4 hours; or
- b) (i) late arriving at the destination airport for such Via Airlines flight, (ii) the passenger, per the passenger's confirmed ticket, is scheduled to connect with a connecting flight at such airport, (iii) as a result of the late arrival of the Via Airlines' flight at such airport the passenger is reasonably unable to board such connecting flight and (iv) alternate transportation is not available until after 6:00 a.m. the next day.

**EXCEPTIONS:** Hotel accommodations will not be furnished to a passenger whose trip is interrupted at a city which is the passenger's origin point, destination point, stopover point (not to be confused with connecting point), or permanent domicile.

2. Ground Transportation  
Any ground transportation provided will be determined by Via Airlines and will be via public conveyance.
3. Meals  
When the delay is in excess of four hours, a meal voucher may be provided.
4. Communications  
When the delay is in excess of 4 hours, the passenger may be entitled to (i) make one 3-minute long distance telephone call using Via Airlines' phone lines, and (ii) send one message using the Via Airlines' s internal communications system.
5. Extraordinary Circumstances  
Via Airlines will provide such amenities as Charter Air Transport deems reasonably necessary to maintain the safety and/or welfare of certain passengers such as those passengers who are either mentally or physically challenged, unaccompanied children, the elderly, or others to whom the furnishing of such amenities would be consistent with the passenger's special needs or circumstances.
6. Carriers in Default  
Via Airlines will not, under any circumstance, accept or honor any passenger tickets or related transportation documents which have been issued by a carrier which is in substantial default of such carrier's interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings (the defaulting carrier).
7. Strike/Work Stoppage  
In the event of a strike, which causes any cancellation or suspension of operation on any other carrier, the provisions of this section "Amenities/Service for Delayed Passengers" will not apply with respect to passengers holding tickets for transportation on that carrier.

**NOTE:** No amenities will be offered when delays or cancellations are weather related or out of the control of Via Airlines.

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## **DENIED BOARDING COMPENSATION**

If, due to the fact that there are more passengers holding confirmed reservations and tickets on a Via Airlines flight than there are available passenger seats on such flight and Via Airlines is unable to provide a seat on a Via Airlines flight to a passenger who holds a previously confirmed seat on such flight, then Via Airlines may take the following actions regarding voluntary and/or involuntary denied boarding as specified below.

A. Voluntary

Request for Volunteers

Via Airlines will request volunteers for denied boarding before using any other boarding priority. Volunteers will be compensated as determined by Via Airlines.

B. Involuntary

1. Boarding Priorities

If a Via Airlines flight is oversold and/or weight restricted and not enough passengers agree to voluntarily relinquish their seats, Via Airlines reserves the right to deny boarding to passengers in accordance with the following:

- a. Priority for boarding passengers on the flight will be according to time of check-in.
- b. Reasonable efforts will be made to accommodate the physically challenged, elderly, infirm passengers needing assistance, unaccompanied minors, and connecting passengers.

2. Amount of Compensation

Via Airlines will provide reasonable compensation to passengers for involuntary denied boarding in the form of a voucher, good for travel on Via Airlines. The amount of compensation shall be dependent upon the length of time required to rebook the passenger to the passenger's final destination.

3. Waiver of Payment of Compensation

No denied boarding compensation payment will be made if:

- a. The denied boarding is a result of a substitution of equipment of lesser capacity when such substitution is required by operational or safety reasons.
- b. The passenger is asked to deplane by a Via Airlines crewmember due to the passengers conduct.
- c. The passenger is accommodated on a flight scheduled to arrive within one hour of the passenger's original arrival time.
- d. The passenger has not checked in within the posted requirements.



C. Voluntary and Involuntary

1. Transportation for Passengers Denied Boarding

Via Airlines will transport passengers who have been denied boarding, whether voluntarily or involuntarily, on the next Via Airlines flight on which space is available, at no additional cost to the passenger. If Via Airlines is unable to provide onward transportation, Via Airlines will reasonably attempt to arrange for transportation of the passenger on the first reasonably available flight of another accepting airline to be determined by Via Airlines at no additional cost to the passenger.

2. Time of Offer of Compensation

Any offer of denied boarding compensation will only be made by Via Airlines on the day and at the place where the failure to provide the confirmed, reserved space occurred and, if accepted, compensation will be issued to or in the name of the passenger who was denied boarding. Any such compensation issued by Via Airlines will only be issued in the form of a voucher good for travel on Via Airlines. All offers of compensation for denied boarding must be in writing, signed by an authorized Via Airlines employee. If, at the time and place of the denied boarding, no available Via Airlines' s employee is authorized to extend a valid offer of compensation, the offer will be made by mail or other means within 72 hours after the scheduled departure time for the Via Airlines flight on which the passenger was denied boarding. Any offer of compensation must be accepted by the passenger as follows: (i) if such offer is validly made at the time and place of denied boarding, then acceptance of such offer must be made prior to the passenger's departure from such place; (ii) if such offer is made by mail, written acceptance of the offer must be received by Via Airlines within 14 calendar days after the date on which the denied boarding occurred. Upon accepting an offer of compensation for denied boarding, the receiving passenger must sign and return to Via Airlines an original copy of such offer.

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**INVOLUNTARY REFUNDS**

A. The amount that Via Airlines will refund upon surrender of the unused ticket or portion of the passenger's ticket, pursuant to the "Refusal to Transport", "Acceptance of Children", or "Failure to Operate on Schedule or Failure to Carry" sections of this Contract, will be:

1. If no portion of the ticket has been used: the amount of the refund shall be an amount equal to the fare and charges paid; provided, however, that Via Airlines shall not be obligated to refund any portion of an unused ticket which does not reflect a confirmed reservation on a

Via Airlines flight, unless such ticket was issued on Via Airlines ticket stock.

2. If a portion of the ticket has been used:
    - a. If the ticket reflects one or more one-way type fares purchased:
      - 1) If travel was terminated at an origination/destination point, as reflected on the ticket, the amount of the refund shall be the amount of the fare paid for the unused segment(s).
      - 2) If travel was terminated at an intermediate or stopover point, the amount of refund shall be the amount of the one-way fare from the point of termination to either the destination named on the ticket or the point at which transportation is to resume, with the amount of such refund being limited to the amount of the lowest one-way fare for such travel for the class of service indicated on the ticket, less any discount received by the passenger on the original ticket.
    - b. If the ticket reflects either a round trip or excursion type fare purchased;
      - 1) Round-trip, circle-trip, or open-jaw trip - the amount of the refund shall be 50% of the amount of the round-trip or excursion fare, from the point of termination to the destination/stopover point named on the ticket or to the point at which transportation is to resume, for the class of service indicated on the ticket and booking class paid for.
      - 2) If no fare of the type paid by the passenger for the passenger's original ticket is published between the point of termination to the destination or point at which transportation is to resume, the amount of the refund will be in the same proportion to the total amount paid by the passenger for the original ticket as the normal coach fare published between the point of termination and destination named on the ticket or to the point at which transportation is to resume is to the normal coach fare for all flights from the passenger's point of origin to the passenger's destination point.
- B. Via Airlines will not issue a refund for:
1. Any portion(s) of a ticket, which does not reflect a confirmed reservation on a Via Airlines flight, unless such ticket was issued on Via Airlines ticket stock.
  2. An amount that exceeds the fare paid for the portion(s) being refunded.

## **VOLUNTARY REFUNDS**

### **A. General**

If the sections “Refusal to Transport”, “Flight Delays/Cancellations”, or “Involuntary Refunds” are not applicable, and a passenger requests a refund for a ticket issued on Via Airlines ticket stock, then upon surrender of the unused portion(s) of the ticket, Via Airlines will issue such refund to the passenger upon satisfaction of the following conditions:

1. If no portion of the fully refundable, unrestricted ticket has been used, the amount of the refund will be the amount equal to total amount of the fare and the charges applicable to the ticket, as issued to the passenger.
2. If a portion of the fully refundable, unrestricted ticket has been used, the amount of the refund for the unused portion of the ticket will be the amount equal to the difference between the amount shown in the "Total" box on the ticket less the total amount of the fares and the charges applicable to the transportation of the passenger covered by the used portion of the ticket.
3. Refunds will be issued in accordance with paragraphs 1) or 2) above provided an application for refund has been postmarked no later than the expiration date of the ticket.
4. Via Airlines shall not be obligated to issue a refund for any portion of a ticket that does not reflect a confirmed reservation on a Via Airlines flight unless such ticket was issued on Charter Air Transport ticket stock.
5. No refunds for non-refundable type fares - No refund will be given for tickets issued for “non-refundable” type fares. If a ticket is comprised of one or more non-refundable round-trip fares, the non-refundability of such fares will apply to the amount shown in the “Total” box on the ticket. If a ticket is comprised of one or more non-refundable one-way fares, the amount of non-refundability will apply only to those fares that are non-refundable type fares.
6. If a passenger requests a voluntary refund of a non-refundable, restricted ticket, Via Airlines will only issue a travel voucher, good for future travel on Via Airlines only, for the amount of the unused portions, less a cancellation fee.

**EXCEPTION:** In the event of death of the passenger, a refund in the full amount of the fares for all unused portions of the deceased passenger's ticket will be issued to such passenger's estate in accordance with the provisions of paragraphs 1) through 4) herein above. A certified copy of the deceased passenger's death certificate must accompany the application for refund to be submitted to Charter Air

Transport.

B. Person to Whom Refund is Made

Except as provided below, Via Airlines will issue a refund only to the person named as passenger on the ticket.

1. Tickets Refunded to Purchaser Only:

Refund of Tickets as Described Below:	Will be made only to:
In exchange for a Prepaid Ticket Advice	The issuer of the Prepaid Ticket Advice
In exchange for an 846 Special Service Miscellaneous Charge order	The purchaser of the 846 Special Service Miscellaneous Charge Order.
Under a Universal Air Travel Plan	The subscriber against whose account the ticket was charged.
Against a Transportation Request, issued by a government agency, other than a US government agency.	The government agency, which issued the transportation request.
Against a US government Transportation Request.	The US government agency which issued the US Government Transportation Request with a check payable to the "Treasurer of the United States."
Tickets for transportation with Via Airlines issued against a credit card.	The account of the person to whom such credit card has been issued.

2. Tickets Refundable to Person Other than Passenger:

- a. If, at the time of purchase, the purchaser designates on the ticket another person to whom the refund shall be made; the refund will be issued to the person so designated. A refund made in accordance with this procedure to a person representing himself/herself as the person so designated in the ticket or exchange order shall be deemed a valid refund and Via Airlines will not be liable to the true passenger for another refund.
- b. If, at the time of application for refund, evidence is submitted that either (i) a company purchased the ticket on behalf of an employee of such company, or (ii) a travel agency has made refund to the travel agency's client, then such refund will be issued directly to the employee's company or to the travel agency.

C. Lost Tickets

1. Amount of Refund:

Subject to the rules herein above regarding non-refundable fares, if a passenger loses his/her Via Airlines ticket, or any unused portion thereof, and provided such ticket was issued on Via Airlines ticket stock, Via Airlines will issue a refund, to the passenger in the following amounts as applicable:

- a. The passenger has purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket; the refund will be equal to the fare(s) and charges paid for the new ticket.
- b. The passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket; the refund will be equal to the fare(s) and charges paid for the lost ticket.

**NOTE:** For non-refundable/restricted tickets, any refund due will be issued in the form of a travel voucher

2. Application for Refund

- a. Time Limits - refund will be made in accordance with paragraph 1 above provided that a written application for the refund is postmarked no later than the expiration date of the lost ticket.
- b. Where Filed - the application must be obtained at a Via Airlines field station or an IATA Travel Agency and then forwarded, by the passenger or travel agent, to the Customer Service Department of Via Airlines.
- c. Form of application - standard Lost Ticket Application. Facsimile will not be accepted.
- d. When payable - a refund will be processed at the end of a four- (4) month waiting period subject to e) and f) below.
- e. Previous Use - Via Airlines will issue a refund provided that the lost ticket or lost portion thereof has not been previously honored for transportation or refunded to any person.
- f. Indemnity - Via Airlines shall not be liable for failure to identify the person using or presenting a ticket for refund as being the true owner of the ticket.

3. Service Charge

Via Airlines will collect a service charge for handling a request for issuance of a refund or replacement ticket for any lost ticket.

D. Aged Refunds

A ticket presented for refund more than one (1) year after the ticket issue date will not be refunded.

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**MISCELLANEOUS**

A. Amendments

Via Airlines reserves the right, at any time, to amend or modify these Terms and Conditions for Carriage of Contract, with such amendments or modifications to be effective for all air travel on Via Airlines which commences after the date of such amendment or modification. The terms of this Agreement may only be waived, amended, or modified by means of a written document. Only an authorized officer of Via Airlines has the authority to waive, amend, or modify any of the terms and conditions contained herein.

B. Headings

The paragraph heading herein are for convenience only and shall not affect the construction hereof.

C. Use of Terms

As used herein, words in any gender shall be deemed to include the other gender and the singular shall be deemed to include the plural, and vice versa.

D. Severability

If any provision in this Contract shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions of this Contract shall not be impaired thereby, nor shall the validity, legality or enforceability of any such defective provision be in any way affected or impaired in any other jurisdiction.

E. Damages

Except as otherwise provided for by law, the liability of a defaulting party under this Contract shall be limited to the actual and direct monetary damages caused by such breach.

F. Entire Agreement

This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes and merges any prior written or oral agreements between the parties.