



The best care in the air.®

**TERMS AND CONDITIONS OF
CONTRACT OF CARRIAGE**

Effective November 3, 2009

Operated by Republic Airlines Inc. d/b/a Midwest Airlines

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**The following terms and conditions, along with the passenger's validated ticket, constitute a contract between Republic Airlines Inc. d/b/a Midwest Airlines and its passengers. Additional copies of this Contract of Carriage may be obtained by writing:
Midwest Airlines Customer Relations
6744 S. Howell Ave., HQ-8
Oak Creek, WI 53154**

A. APPLICABILITY

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

B. DEFINITIONS

- 1) **Baggage:** All items carried by the passenger into the cabin or checked for carriage in the cargo compartments. When carried by the passenger into the aircraft cabin, a handbag or pocketbook of reasonable size, briefcase, or assistive devices upon which the passenger is dependent are not considered baggage.
- 2) **Carrier:** Any air carrier participating in the itinerary on the passenger's ticket.
- 3) **Carry-on Baggage:** Any article or passenger property carried by the passenger in the cabin of the aircraft.
- 4) **Checked Baggage:** Any article or passenger property delivered into the custody of and accepted by the carrier, and for which the carrier issues a receipt.
- 5) **Full Fare:** The full non-discounted fare for the class of service and compartment of the aircraft used by the passenger.
- 6) **Non-ambulatory Passenger:** A passenger unable to board or deplane the aircraft unassisted.
- 7) **Passenger With a Disability:** A passenger with a disability who takes those actions necessary to avail himself or herself of facilities or services offered to the general public.
- 8) **Reroute:** To honor or reissue a ticket for a routing different than that originally shown on the ticket.
- 9) **Roundtrip:** From Point A to Point B and back to Point A. Some fare rules may require the same fare class and carrier.
- 10) **Routing:** The allowable intermediate airport via which transportation may be provided for the published fares.
- 11) **Stopover:** An intentional interruption in a passenger's trip in excess of four hours at a point between the place of departure and the final destination. The passenger and Midwest agree to stopovers in advance.
- 12) **Ticket:** The document that provides for the carriage of the passenger and his/her baggage. Tickets are issued either in paper form or electronically.
- 13) **Two-Hour Rule:** If a passenger misses a flight due to unforeseen circumstances but arrives at the airport within two hours of the scheduled departure time (as it appears on the ticket), the passenger will be confirmed on the next available flight or allowed to fly standby on the next scheduled flight at no additional cost. Any accommodation of passengers who miss a flight and fail to arrive at the airport within this window is strictly in Midwest's sole and absolute discretion, and no such tickets shall be eligible for a refund under any circumstances.

C. ACCEPTANCE OF PASSENGERS

1) Refusal to Transport

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

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

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

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

Midwest will accept up to two "low risk" prisoners with hand restraints per flight. If the flight is four hours or less, one armed or unarmed law enforcement officer may accompany up to two prisoners. If the flight is more than four hours, a minimum of two armed or unarmed law enforcement officers must accompany up to two prisoners.

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

2) **Children**

- a. Accompanied Children – Children two through 14 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 15 years of age. Infants younger than two years of age will be accepted when accompanied by an adult.
- b. Unaccompanied Children – Unaccompanied children will be accepted for transportation as follows:
 - Children ages 5 through 14 will be accepted for travel only on Midwest Airlines, Midwest Connect, Frontier Airlines, Lynx Aviation and Great Lakes Aviation flights.
 - All travel by unaccompanied children must be on flights for which the child holds a confirmed reservation from airport of origin to airport of destination.
 - The unaccompanied child must be brought to the airport by a parent or other responsible adult, who must furnish the name, address and phone number of the parent or other responsible adult who will meet the child at his or her destination.
 - Midwest reserves the right to refuse transportation if Midwest believes there is a significant chance the flight on which the child holds a reservation may terminate at an airport other than the child’s destination for any reason – including the probability of a missed connection at an intermediate point.
 - A service charge of \$50 will apply each way on nonstop and through flights for escorting unaccompanied children 5 through 14 years of age. If a guardian requests that a child 15 through 17 years of age be escorted as an unaccompanied minor, a service charge of \$50 will apply each way on nonstop and through flights. Only one service charge will apply for multiple children traveling together if the drop off/pick up information is the same.
 - A service charge of \$100 will apply each way on connecting flights for escorting unaccompanied children 5 through 14 years of age. If a guardian requests that a child 15 through 17 years of age be escorted as an unaccompanied minor, a service charge of \$100 will apply each way on connecting flights. Only one service charge will apply for multiple children traveling together if the drop off/pick up information is the same.
- c. Unticketed Children – One child younger than two years of age, if not occupying a seat and accompanied by an adult, will be transported without charge. Midwest will allow only one child younger than two per adult. When accompanied by a parent or legal guardian, a passenger at least 15 years of age, and mentally and physically capable of understanding and executing the commands of a crew member during an emergency, can occupy a seat with a child younger than two on his/her lap. If the conditions of above cannot be met, the child must be secured in a Federal Aviation Administration (FAA)- or Federal Motor Vehicle Safety-approved infant seat.
- d. Children in Infant Seats – Midwest may accept a child/infant seat to be used during all phases of flight, provided the seat is approved for use on aircraft by the FAA or Federal Motor Vehicle Safety Standards, and the Midwest representative determines the seat is in good condition and acceptable for transport. Child/infant seats that have not been approved or are otherwise not acceptable for transport may be accepted as carry-on baggage.

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

3) **Passengers of Size**

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

- a. If in Midwest's sole judgment a passenger is unable to sit in an aircraft seat without lifting the center armrest and occupying a portion of or the entire adjoining seat, the passenger will be required to purchase a ticket for the additional seat. If no segments on the passenger's entire itinerary oversell (i.e., the denied boarding of at least one confirmed, revenue passenger), Midwest will, upon request, refund the cost of the ticket for the additional purchased seat after travel has been completed. Passengers will receive the refund upon request to Midwest's Customer Relations department after travel has been completed.
 - b. When a passenger of size purchases a ticket for an additional seat in advance, it will be sold to the passenger at the lowest available fare or at the same fare as the first ticket the passenger purchased for the flight, whichever is less. If a ticket for an additional seat is purchased on the day of departure, Midwest will allow the passenger to purchase the ticket for the additional seat at the same fare as the first ticket the passenger purchased for the flight, or at the lowest available fare for which the passenger qualifies, whichever is less.
 - c. If the flight is full and the passenger of size is required to purchase another seat, Midwest will solicit volunteers to relinquish their seat. If no volunteers are received, the passenger of size will be denied boarding.
- 4) **Service Animals** – Midwest will permit a dog or other service animal – with the exception of rodents (e.g. mouse, rat, squirrel or beaver), ferrets, reptiles, amphibians, snakes, spiders and insects – used by a passenger with a disability to accompany the individual on a flight free of charge, provided:
- a. Midwest will accept as evidence that the animal is a service animal identifiers such as identification cards or other written documentation, the presence of harnesses or markings on harnesses or tags, or the credible verbal assurance of a passenger with a disability that the animal is a service animal. Midwest will permit a passenger with a disability to be accompanied by their service animal in the aircraft cabin provided the service animal does not pose a direct threat to the health or safety of others or would cause a significant disruption in cabin service.
 - b. Midwest will permit a service animal to accompany a passenger with a disability at any seat in which the person sits, unless the animal obstructs an aisle or other area that must remain unobstructed to facilitate an emergency evacuation or to comply with FAA regulations. If the service animal cannot be accommodated at a particular seat location, Midwest will offer the passenger the opportunity to move with the animal to a seat location, if available on the aircraft, where the animal can be accommodated, as an alternative to requiring the animal be checked as baggage and transported in the cargo compartment.
 - c. With respect to a service animal used for the emotional support of a passenger with a disability, Midwest requires current documentation (*i.e.*, not more than one year old) on letterhead from a mental health professional stating: (1) that the passenger has a mental health-related disability; (2) that having the animal accompany the passenger is necessary to the passenger's mental health or treatment or to assist the passenger with his or her disability; and (3) that the individual providing the assessment of the passenger is a licensed mental health professional and the passenger is under his or her professional care. Midwest does not require the documentation to specify the type of mental health disability.
 - d. Midwest will make every attempt to accommodate a passenger with a disability traveling with multiple service animals.

D. CONFIRMATION OF RESERVATIONS

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

- 1) **Travel Itineraries** – Midwest will inform passengers, either orally or in writing, before they book travel if their flights as scheduled require a change of aircraft.
- 2) **Aircraft Configuration** – Midwest will provide passengers information regarding the seating configuration on its aircraft, if requested.
- 3) **Lowest Available Fare** – If a customer telephones Midwest’s Reservations Contact Center, Midwest will provide the caller with the lowest available fare for which the customer is eligible.
- 4) **Holding of Reservations for Nonrefundable Tickets** – Midwest will allow customers who make reservations to hold bookings for nonrefundable fares without payment at the price quoted for up to 24 hours if time permits based on the advance purchase time limit of the fare.

E. CANCELLATION OF RESERVATIONS

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

- 1) The passenger fails to fulfill the requirements of the fare type to which the reservation applies.
- 2) The passenger has checked in for the flight but is not present at the boarding gate at least 20 minutes prior to scheduled departure.
- 3) The passenger fails to occupy the seat reserved (for example, a no-show).
- 4) Such action is necessary to comply with any governmental regulations, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond Midwest’s control.
- 5) Midwest refuses to transport the passenger for any of the reasons stated in “Acceptance of Passengers.”
- 6) There is a record that a reservation was canceled (either by Midwest as stated above or by the passenger) after a ticket for a confirmed seat was issued, the ticket may not be accepted for the flight specified. In that event, the passenger will not be eligible for denied boarding compensation. If a passenger has purchased his/her ticket and the passenger’s reservations are canceled as stated above, Midwest will refund the ticket in accord with its involuntary refund provisions.

Liability – Midwest is not liable when it cancels the reservation of any passenger in accordance with this rule, no such passenger shall have any right to any refund whatsoever, and any accommodation of such passengers is in Midwest’s sole and absolute discretion (with no claim against Midwest for any failure to accommodate any such passenger, except under the following conditions:

- 1) If the reservation was cancelled because the passenger failed to comply with airport check-in time limits, Midwest will reroute in accordance with the Two-Hour Rule.
- 2) If the reservation was cancelled due to a missed connection or to comply with governmental regulations or request or listed above, the passenger will be confirmed on the next available flight or be allowed to fly standby on the next scheduled flight at no additional cost.

F. TICKETS

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

validity applicable to an excursion or special fare, the ticket will remain valid until space to the destination can be provided on the first alternate transportation.

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

G. FARES

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

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

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

- a. Any segments for which the passenger changes his/her flight to a different time, date or routing from that shown on his/her ticket; and
 - b. Any segments shown as "open" on the passenger's ticket.
- 3) **Connecting Flights** – When a metropolitan area is served by more than one airport and the passenger requires connecting service with arrival at one airport and departure from another airport, transportation between those airports must be arranged by and at the expense of the passenger.
 - 4) **Stopovers** – A stopover may result in a higher fare based on the sum of the local fares.
 - 5) **Routings** – A fare applies only:
 - a. For transportation via the intermediate cities specified by Midwest in connection with such fare. Any other routing may subject the passenger to an additional charge.
 - b. For transportation between the airports for which it is published. Tickets may neither be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.
 - 6) **Paper Tickets** – A nonrefundable service charge of \$35 will apply when a passenger voluntarily requests a paper ticket when an electronic ticket is available.
 - 7) **Direct Ticketing** – A \$25 fee per ticket will be assessed for tickets purchased through the Midwest Airlines Reservations Contact Center, Midwest ticket counters or the Best Care Club.
 - 8) **Same-day Confirmed Travel** – A \$50 service fee will be assessed to confirm a standby seat on an earlier or later Midwest flight on the ticketed travel date. One fee will be assessed from origin to destination, including connecting and through flights. The change must be requested at the departure airport within three hours of the new flight.

H. REFUNDS

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

- 1) **Voluntary (Refunds Requested by the Passenger)** – When a passenger requests that a ticket issued by Midwest or a ticket indicating Midwest in the itinerary be refunded, the refund will be made as follows:
 - a. If the ticket is totally unused, the refund request is made within two years of the purchase date and the ticketing rules define the fare as refundable, the full fare will be refunded.
 - b. If the ticket is partially used, the refund will be the difference between the fare paid and the fare for the transportation actually used, as determined by the applicable rules.
 - c. Tickets will be refunded to the person named on the ticket as passenger, except that tickets purchased with a credit card will be refunded as a credit to the credit card account.
- 2) **Involuntary (Refunds Provided When Midwest is Unable to Accommodate the Passenger)** – In the event Midwest fails to provide a previously confirmed seat and does not reroute the passenger on either Midwest or another airline, Midwest will refund to the passenger:
 - a. If no portion of the ticket has been used, an amount equal to that paid (with no service charge); or
 - b. If a portion of the ticket has been used, an amount equal to the applicable fare for the unused segment(s). In no instance will the amount refunded be greater than the amount paid for the ticket. Midwest will not refund a ticket that does not indicate a confirmed seat on Midwest, unless the ticket was issued by Midwest.
 - c. Passengers denied boarding will be compensated with a transportation voucher good for transportation on the carrier that denied boarding. Involuntarily denied boarding passengers can request monetary compensation in lieu of the transportation voucher. The transportation voucher has no refund value and may be issued only by Midwest.
- 3) **Lost Tickets** – Midwest will issue refunds for lost tickets within 60 business days of a passenger's application for a refund.
 - a. Amount of Refund – When a passenger loses a Midwest unrestricted ticket or a portion of the ticket, Midwest may offer a refund in the event the ticket was unused. If a ticket has been partially used, the passenger may purchase a replacement ticket for that portion lost and be refunded the price of the replacement ticket if the original ticket is not used. If a replacement ticket is not purchased, an amount equal to the difference between the portion used for transportation and the price originally paid for the ticket may be refunded.
 - b. Application for Refund of Lost Ticket – Applications for refunds must be made no later than 30 days after the expiration of the validity of the lost ticket. Applications must be filed at Midwest's general offices on forms prescribed by Midwest. A nonrefundable \$75 service charge will be deducted from any refund due.
 - c. Payment of Refund – Refunds on a lost ticket will be paid only if the lost ticket or lost portion of a ticket has not previously been honored for transportation or refunded to any person. Midwest will only make such a refund provided the person to whom the refund is being made agrees, on a form prescribed by Midwest, to indemnify Midwest against any loss or damage it may sustain by reason of such refund.
- 4) **Overcharges** – Claims for overcharges must be accompanied by the passenger coupon of the ticket issued by Midwest and made within two years from the date of purchase.

I. CHECK-IN REQUIREMENTS

Passengers must comply with minimum check-in requirements to retain their seats on the flight on which they are confirmed. Unless indicated below, the minimum ticket counter check-in requirement

is 30 minutes prior to departure. Ticket counters may close at some stations after the check-in cutoff time. Passengers must be available at the boarding gate at least 10 minutes prior to scheduled departure time to retain their reservations and seats. Failure to meet this requirement may result in cancellation of the passenger's reservation and make the passenger ineligible for denied boarding compensation. Midwest does not guarantee to provide any particular seat on the aircraft.

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

Atlanta – 45 minutes
Dallas/Ft. Worth – 45 minutes
Denver – 45 minutes
Las Vegas – 45 minutes
Los Angeles – 45 minutes
Philadelphia – 45 minutes
Pittsburgh – 45 minutes
Tampa – 45 minutes

J. DELAYED AND CANCELED FLIGHTS

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

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

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

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

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

In the event of a schedule change more than 24 hours prior to departure, Midwest will reaccommodate passengers on the next available flight in the same seating choice originally purchased. If a passenger paid an additional fee for Signature seating and no Signature seats are available, Midwest will refund that additional fee.

K. DENIED BOARDING – OVERSALES

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

- 1) **Voluntary** – Midwest will encourage passengers to voluntarily relinquish their seats in exchange for compensation as determined by Midwest. The request for, and selection of, volunteers will be in a manner determined by Midwest.
- 2) **Involuntary**
 - a. **Boarding Priorities** – If a flight is oversold and there are not enough volunteers, passengers will be denied boarding involuntarily if they do not have a confirmed boarding pass containing a seat assignment or they have a confirmed boarding pass containing a seat assignment but present themselves at the boarding gate less than 15 minutes prior to scheduled departure time.
 - b. Midwest will pay compensation for involuntary denied boarding:
 - Passengers denied boarding will be compensated with a transportation voucher good for transportation on the carrier that denied boarding. Involuntarily denied boarding passengers can request monetary compensation in lieu of the transportation voucher. The transportation voucher has no refund value and may be issued only by Midwest.
 - In the amount of 200% of the sum of the values of the passenger’s remaining flight coupons of the ticket to the passenger’s next stopover, or if none, to his/her destination, but not more than \$800. The compensation will be one-half of the amount above, but not more than \$400, if Midwest arranges for comparable air transportation, or other transportation acceptable to the passenger, scheduled to arrive not later than two hours after the planned domestic arrival (four hours for international flight) at the airport of the passenger’s next stopover or destination of the flight on which the passenger holds a confirmed reservation.
- 3) **Waiver of Payment of Compensation** – No denied boarding compensation payment will be made if:
 - a. The passenger does not comply fully with these terms and conditions regarding ticketing, check-in and acceptability for transportation.
 - b. The denied boarding is a result of a substitution of equipment of lesser capacity when required for operational or safety reasons.
 - c. The passenger is accommodated on a flight scheduled to arrive within one hour of the original scheduled arrival time.
- 4) **Voluntary and Involuntary**
 - a. Midwest will transport passengers who have been denied boarding, whether voluntarily or involuntarily, on its next flight on which space is available at no additional cost to the passenger. If Midwest is unable to provide transportation, Midwest will attempt to arrange transportation for the passenger on the first available flight of another airline at no additional cost to the passenger.
 - b. Midwest previously issued vouchers for free air transportation to passengers who were denied boarding. Free air transportation is limited to one roundtrip from any one city served by Midwest to any one destination served by Midwest, as selected by the passenger. Free air transportation will be provided only to the passenger who was denied boarding, is

nontransferable and must be in “N” class of service (blackout dates and restrictions apply). Tickets will be valid for 365 days from the date of issue and will be honored until Nov. 2, 2010. Travel must be via Midwest only and via the most direct route on which space is available, and is not valid on codeshare flights. The ticket has no refund value and may be rerouted and reissued only by Midwest.

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

L. BAGGAGE

- 1) **General Conditions of Acceptance** – Midwest will accept as baggage personal property that is necessary or appropriate for the wear, use, comfort or convenience of the passenger for the purpose of the trip. Items unacceptable for transportation in checked baggage, with or without Midwest’s knowledge, include irreplaceable items, one-of-a-kind items, money, negotiable papers, securities, jewelry, prescription glasses, sunglasses, precious metals, business documents including software and electronically stored data, books, manuscripts and publications, medications, silverware, keys, antiques, artifacts, paintings and other works of art, samples, photographic or electronic equipment including computers, animals, fragile articles and other similar valuable items and commercial effects. All baggage is subject to inspection. Baggage will be accepted only on flights on which the passenger is traveling. Midwest will not accept baggage whose size, weight or character makes it unsuitable for transportation, as determined by Midwest. No article will be accepted if it weighs more than 100 pounds or has a total outside linear dimension (length plus width plus height) of more than 80”.

- a. **Baggage Acceptance Cutoff Times**

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

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

Atlanta – 45 minutes

Dallas/Ft. Worth – 45 minutes

Denver – 45 minutes

Las Vegas – 45 minutes

Los Angeles – 45 minutes

Philadelphia – 45 minutes

Pittsburgh – 45 minutes

Tampa – 45 minutes

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

- b. **Baggage Allowance**

Baggage allowance for tickets purchased on or after September 1, 2009 for travel November 3, 2009 and beyond:

The following charges will apply to checked, overweight and oversized baggage:

Checked Baggage

Bags may not exceed 50 pounds and the outside dimensions when added together may not exceed 62 inches. Properly packaged ski/snowboard equipment and golf clubs will be considered checked baggage.

- \$20 each way (nonstop or connect) for the first piece of checked baggage.
- \$30 each way (nonstop or connect) for the second piece of checked baggage.
- \$50 each way (nonstop or connect) for each piece exceeding the second.

Overweight Baggage

- \$75 each way (nonstop or connect) for each piece 51-100 lbs.

Oversized Baggage

Charges will apply to items such as bicycles, scuba gear, surfboards, etc.

- \$50 each way (nonstop or connect) for each bicycle.
- \$75 each way (nonstop or connect) for each piece 63"-110".
- \$100 each way (nonstop or connect) for antlers.

If checked, overweight and/or oversized baggage charges apply to a single item, all fees will apply.

Exceptions:

- Checked baggage fees, including fees for overweight and oversized baggage, do not apply to active duty U.S. military personnel
- Fees for first and second checked bags do not apply to Midwest Miles Executive members or any passengers listed in the same PNR. Overweight and/or oversized baggage charges will be assessed if applicable.
- Representatives of a network or broadcasting company, or a film or video production company, with appropriate credentials, may check excess, oversize and overweight baggage or other items for a fee of \$25 per item.

Baggage allowance for tickets purchased through August 31, 2009 for travel October 1, 2009 and beyond:

The following charges will apply to checked, overweight and oversized baggage:

Checked Baggage

Bags may not exceed 50 pounds and the outside dimensions when added together may not exceed 62 inches. Properly packaged ski/snowboard equipment and golf clubs will be considered checked baggage.

- \$15 each way (nonstop or connect) for the first piece of checked baggage.
- \$25 each way (nonstop or connect) for the second piece of checked baggage.
- \$100 each way (nonstop or connect) for each piece exceeding the second.

Overweight Baggage

- \$75 each way (nonstop or connect) for each piece 51-100 lbs.

Oversized Baggage

Charges will apply to items such as bicycles, scuba gear, surfboards, etc.

- \$50 each way (nonstop or connect) for each bicycle.
- \$75 each way (nonstop or connect) for each piece 63"-110".

If checked, overweight and/or oversized baggage charges apply to a single item, all fees will apply.

Exceptions:

- Checked baggage fees, including fees for overweight and oversized baggage, do not apply to active duty U.S. military personnel
- Fees for first and second checked bags do not apply to Midwest Miles Executive members or any passengers listed in the same PNR. Overweight and/or oversized baggage charges will be assessed if applicable.
- Representatives of a network or broadcasting company, or a film or video production company, with appropriate credentials, may check excess, oversize and overweight baggage or other items for a fee of \$25 per item.

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

- Baggage must be checked at the airport in advance of flight departure. If the passenger does not present his/her baggage with sufficient time for it to be loaded aboard his/her

flight under Midwest's normal handling procedures for that airport, Midwest will not accept the baggage unless released from any liability for delay of the baggage.

- The passenger's name must appear on the exterior of the baggage.
 - Baggage will be checked to an airport that is on the passenger's routing – the passenger's next airport of stopover or, if there is no stopover, to the final destination designated on the ticket, or an airport at which the passenger is to arrive for transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.
 - Checked baggage may be claimed only by the holder of the baggage claim check. Baggage will not be released unless all amounts due Midwest are paid. Baggage claim checks must be returned to Midwest on request. Midwest is not responsible for determining that the holder of the claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of the baggage.
 - Acceptance of baggage by the bearer of a claim check without filing a written complaint will constitute evidence of delivery by Midwest of the passenger's baggage, with all original contents, in good condition.
 - Midwest may refuse to transport or will remove at any airport baggage that the passenger refuses to submit for inspection.
- d. Fragile items without appropriate packaging will be accepted on execution of a release furnished by Midwest, indemnifying Midwest against liability for damage to, loss or spillage of contents, or delay in delivery resulting in damage to, loss or spoilage of such items. Fragile items include (but are not limited to) plastic, wood, flimsy garment bags, liquids, musical instruments, papers, food, plants, flowers, toys and unsuitably protected recreational and sporting goods, including golf clubs.
- e. Luggage is designed to protect its contents. In the course of normal handling, luggage will acquire evidence of use, such as minor cuts, scratches, dents or soil. Midwest is not responsible for this type of damage, or damage to or loss of baggage parts such as wheels, feet, zippers, straps, pockets, retractable handles, hanger hooks or other items attached to the baggage; over-packed/oversized baggage; fragile or perishable items; and manufacturer defects. Claims for any other damage must be filed within 4 hours of arrival of the flight.
- 2) **Conditions for Acceptance of Special Items**
- a. Firearms and Ammunition – Firearms and ammunition may not be carried by passengers on the aircraft. However, unloaded firearms may be transported in checked luggage if declared to the agent at check-in and packed in a locked suitable container. Boxed small arms ammunition for personal use may be transported in checked luggage. No more than 11 pounds of ammunition per person may be transported in checked luggage.
 - b. Infant Carrying Seats – An infant carrying or restraint seat will be accepted for transportation in the passenger compartment as carry-on baggage only if the infant seat can be stowed beneath the passenger seat or in an approved overhead compartment.
 - c. Accompanied Seat Baggage – When determined acceptable by Midwest, an item of baggage may occupy a seat (selected by Midwest), providing the passenger accompanies the property, the item meets specified dimensions and can be properly secured by the seat belt, reservations are made, and the applicable fare is paid.
 - d. Unaccompanied Seat Baggage – Midwest will not accept unaccompanied baggage in the cabin of the aircraft.
 - e. Live Pet Animals in Cabin –
For tickets purchased November 1, 2009 and beyond:
Midwest does not accept pets for travel in the cabin of the aircraft. This policy does not affect the status of trained service animals.

For tickets purchased through October 31, 2009 for travel through Jan. 31, 2009:

Midwest will allow a maximum of three small dogs and/or domestic cats in approved soft-sided carriers in the cabin of the aircraft. One animal per carrier. An extra charge is applicable and an advance reservation must be made. The passenger accompanying the pet must be at least 15 years of age. This policy does not affect the status of trained service animals. An approved carrier may be purchased from Midwest. Pet carrier is included in the passenger carry-on allowance. Midwest has the right to inspect the carrier and refuse a pet based on the animal's health and disposition. Pet must have a current veterinarian health certificate. If another passenger without a pet refuses to board due to a pet onboard, the passenger with the pet will be accommodated on a later flight; no denied boarding compensation will be paid. Midwest assumes no responsibility for the impaired health or death of animals.

- f. **Live Animals Checked as Baggage** – Midwest will transport live animals, one pet per container, in the cargo compartment. (Up to two live puppies or kittens between two and six months of age, of comparable size and weighing 20 lbs. or less each, may be in the same primary enclosure.) The total number of kennels accepted for transport on a particular flight will be determined by the capacity of the aircraft. Pets must be accompanied by a ticketed passenger at least 15 years of age. A \$150 one-way charge applies, advance arrangements must be made, and the kennel must be inspected and approved by Midwest. An approved container may be purchased from Midwest. Pet must have a current veterinarian health certificate. For safety purposes, pets requiring a muzzle will not be accepted. Animals not claimed within six hours of arrival will be sent to a local veterinarian at the passenger's expense. Live animals will not be accepted for transfer to other airline flights. The company will require passengers checking a snub-nosed/brachycephalic animal to sign a waiver releasing the company from liability; the waiver will be required anytime this breed of animal is offered for transportation as checked baggage. Midwest assumes no responsibility for the impaired health or death of animals. Midwest will not transport dead animals.
- g. **Dry Ice** – Dry ice is limited to 5.5 pounds. An extra charge of \$50 applies.
- 3) **Carry-On Baggage** – The Transportation Security Administration (TSA) limits carry-on items to one bag plus one personal item (including, but not limited to, a handbook or pocketbook of reasonable size, briefcase, small backpack or hand-carried laptop) per passenger. TSA also mandates items that passengers are not permitted to carry on board an aircraft. Visit www.tsa.gov for a complete Permitted and Prohibited Items List.
 - a. Carry-on baggage must be stored under the seat or in an overhead compartment.
 - b. Carry-on baggage may not exceed 35 lbs. or a maximum outside linear dimension when added together of 49".
 - c. Baby seats, strollers and wheelchairs do not count toward the free carry-on allowance.
- 4) **Cabin Seat Baggage** – Cargo stowed inside the cabin of the aircraft and occupying a passenger seat is considered cabin seat baggage. Such baggage may be transported on Midwest and its regional affiliates, with some exceptions.
 - a. 100% of the full adult fare is charged for that portion of the trip on which the extra seat is used.
 - b. Cabin seat baggage must be carried aboard the aircraft by the passenger.
 - c. Cabin seat baggage does not count toward the free carry-on allowance.
- 5) **Hazardous Materials/Restricted Articles/Dangerous Goods** – The following articles are classified as dangerous goods and must not be carried in checked baggage or as carry-on items aboard the aircraft: compressed gasses, corrosives (such as acids and wet batteries), explosives (such as fireworks and munitions), flammables (such as filled lighters), poisons, magnetic and radioactive materials, and all other items restricted by government regulations.
- 6) **Prompt Baggage Delivery** – Midwest will make every reasonable effort to deliver baggage to the luggage carousel within 20 minutes of aircraft arrival. It will also make every effort to return

delayed baggage within 24 hours, and proactively attempt to contact customers whose unclaimed, checked baggage includes a name, address and telephone number. Passengers who incur incidental expenses as a result of delayed baggage delivery will be reimbursed per established Department of Transportation guidelines.

7) **Liability and Claims Limits**

- a. Carry-on Baggage – Midwest assumes no responsibility or liability for baggage carried in the passenger compartment on domestic flights.
- b. Checked Baggage – Total liability for provable direct or consequential damage or pilferage, resulting from the loss, delay or damage to baggage in Midwest’s custody, is limited to \$3,300 per ticketed passenger domestically. No liability will be accepted for any loss, damage, delay or pilferage of checked baggage, unless notice is given in writing to the airlines involved within two days from the date of incident and unless legal action commences within one year from the date of the incident. Notwithstanding any other provision, notice of missing baggage must be made to Midwest within four hours after arrival of the flight, notice of damage must be made to Midwest within 4 hours of arrival. If notice is not given or legal action not commenced within the above time period, any such claims will be considered waived. When Midwest has exercised the ordinary standard of care, it will not be liable for delay in delivery of any perishables, or for damage to or damage caused by fragile items, liquids or perishables that are unsuitably packed and are included in a passenger’s checked baggage, with or without Midwest’s knowledge. Midwest may allow a passenger to check fragile and/or perishable items that are unsuitably packed with the execution of a Limited Liability Release Baggage Tag. Midwest assumes responsibility only for those claims arising from the transportation of baggage over its own routes. All claims are subject to proof of value and loss.
- c. Baggage Liability Limitations for International Travel – For international travel (including domestic portions of international journeys) where the Montreal Convention applies, liability for loss, delay or damage to checked and unchecked baggage is limited to the sum of 1,000 Special Drawing Rights for each passenger unless a higher value is declared in advance and additional charges are paid. For international travel (including domestic portions of international journeys) where the Warsaw Convention applies, liability for loss, delay or damage to checked baggage is limited to approximately \$9.07 per pound unless a higher value is declared in advance and additional charges are paid. Liability for unchecked baggage under the Warsaw Convention is limited to \$400 per passenger. Excess valuation may not be declared on certain types of valuable articles. Carriers may not assume liability for fragile or perishable articles. Further information may be obtained from the carrier.

M. CLAIMS

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

N. GENERAL LIMITS ON LIABILITY

- 1) Purchase of a ticket does not guarantee transportation. Midwest will in no event be liable for any indirect, special or consequential damages resulting from the performance or delay in performance of, or failure to perform, transportation of passengers and other related services (except baggage liability as indicated), whether or not Midwest had knowledge such damages might be incurred.

- 2) Passengers on a journey involving an ultimate destination or stop in a country other than the country of departure are advised that either the Montreal Convention or the Warsaw Convention may apply to their entire journey, including any portion thereof entirely within a country. For such passengers, the Montreal Convention or the Warsaw Convention, including any implementing contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the carrier for death or injury to passengers.

O. PASSENGERS WITH DISABILITIES

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

- 1) **Refusal to Transport** – Midwest will not refuse to provide transportation to disabled individuals by limiting the number of such persons who are permitted to travel on a given flight.
- 2) **Advance Requirements** – Midwest requires 48 hours advance notice and one hour advance check-in from a passenger with a disability who wishes to receive any of the special assistance services or accommodations:
 - a. Dangerous goods packaging for a battery for a wheelchair or other assistive device.
 - b. Accommodation for a group of 10 or more passengers with disabilities who make reservations and travel as a group.
 - c. An operable onboard wheelchair. When individuals with disabilities are accepted for transportation, Midwest will coordinate special assistance requests for connecting flights.
 - d. Individuals traveling with one of the following devices to ensure acceptability and proper labeling:
 - Portable oxygen concentrator (POC)
 - Ventilator
 - Respirator
 - Continuous positive airway pressure (CPAP) machine
- 3) **Communicable Diseases**
 - a. If a passenger with a communicable disease or infection of the kind described in the Air Carrier Access Act – which includes measles (regular and German), chicken pox, hepatitis, meningitis, encephalitis and tuberculosis – presents a medical certificate to Midwest as outlined below, Midwest will provide transportation to the individual, unless to do so may permit the transmission of the disease or infection to other persons in the normal course of a flight.
 - b. Midwest will require a medical certificate for a passenger with a disability whose medical condition is such that there is reasonable doubt that the individual can complete the flight safely, without requiring extraordinary medical assistance during the flight or if a passenger with a disability has a communicable disease or infection of the kind are those described in federal law.
- 4) **Services and Equipment** – Midwest will ensure that passengers with a disability are offered and, if accepted, provided federally required services and equipment. Midwest is not required to provide extensive special assistance, including assistance in actual eating; restroom assistance or assistance at the passenger's seat with elimination functions; or provision of medical services.
- 5) **Oxygen Devices** – Midwest will permit passengers with a disability using personal portable oxygen concentrators (POC), ventilators, respirators or continuous positive airway pressure

- (CPAP) machines to bring on board and use their equipment, including non-spillable batteries that meet the requirements of the Air Carrier Access Act and any applicable FAA safety regulations. Passengers will be required to provide evidence of meeting such requirements.
- 6) **Onboard Wheelchair** – Midwest will provide an operable onboard wheelchair for passengers who indicate they are capable of using an inaccessible lavatory if an onboard wheelchair is provided. The passenger must provide 48 hours’ advance notice.
 - 7) **Safety Assistant** – Midwest will not require a passenger with a disability to travel with an attendant as a condition of being provided air transportation.
 - a. Midwest may require a safety assistant consistent with federal regulation under the following conditions if it is determined that a safety assistant is essential for safety:
 - A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from Midwest personnel, including the safety briefing;
 - A person with a mobility impairment so severe that the person is unable to assist in his or her own evacuation; or
 - A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with Midwest personnel adequate to permit transmission of the safety briefing.
 - b. If Midwest determines that a person meeting the criteria above must travel with a safety assistant, contrary to the individual’s self-assessment, Midwest will not charge for the transportation of the attendant.
 - c. If there is not a seat available on a flight for a safety assistant whom Midwest has determined to be necessary, and therefore a passenger with a disability with a confirmed reservation is unable to travel on the flight, the passenger with a disability will be eligible for denied boarding compensation. For purposes of determining whether a seat is available for a safety assistant, the safety assistant will be considered to have checked in at the same time as the passenger with a disability.
 - 8) **Stowage of Personal Equipment** – All wheelchairs, assistive devices and other equipment belonging to passengers with a disability will be stowed in aircraft cabins in accord with federal regulations.

P. SMOKING

Smoking is prohibited on all Midwest flights.

Q. CUSTOMER SERVICE COMMITMENT

Offer the Lowest Available Fare

Midwest Reservations Contact Center and airport agents will provide the customer with the lowest available fare for which the customer is eligible.

Notify Customers of Known Delays, Cancellations and Diversions

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

Provide Prompt Baggage Delivery

Midwest will make every reasonable effort to deliver baggage to the luggage carousel within 20 minutes of aircraft arrival. We will also make every effort to return delayed checked baggage within 24 hours, and proactively attempt to contact customers whose unclaimed, checked baggage includes a name, address and telephone number. Passengers who incur incidental expenses as a result of delayed baggage delivery will be reimbursed per established Department of Transportation guidelines.

Fully Adhere to Industry Standards Regarding Baggage Liability Limits

Midwest's liability limit for checked luggage is \$3,300 per fare-paying passenger domestically.

Allow Reservations for Nonrefundable Tickets to be Held for 24 Hours

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

Provide Prompt Ticket Refunds

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

Properly Accommodate Passengers With Disabilities and Special Needs

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

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

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

Handle Passengers Denied Boarding with Fairness and Consistency

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

Disclose Travel Itinerary

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

Disclose Aircraft Configuration

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

Disclose Cancellation Policies

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

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

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

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

Disclose Frequent Flyer Rules

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

Good Customer Service From Our Domestic Codeshare Partners

Midwest commits that all current and future domestic codeshare partnerships provide comparable consumer policies and procedures. All partners will ensure that they follow the policies and procedures of both airlines, focusing on the end result of a superior level of customer service.

Be Responsive to Customer Complaints

Midwest will respond to customer compliments, complaints, comments and inquiries within 30 business days. Our goal is satisfied, loyal customers, and we make every attempt to resolve any concerns to the customer's satisfaction. We further understand that flight irregularities create anxiety and frustration for our customers, and train our employees in service recovery techniques. Midwest also has a number of proactive service recovery initiatives underway to allow employees to provide customers with immediate recovery at the time of a service failure. Midwest will respond to customer compliments, complaints, comments and inquiries within 30 business days. Customers may call

Midwest Airlines Customer Relations at 800-452-2022 or write Midwest Airlines Customer Relations, 6744 S. Howell Ave., HQ-8, Oak Creek, WI 53154.

R. AMENDMENT OF THIS CONTRACT

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