# **FRONTIER.** Contract of Carriage

Effective Date: 10/28/13

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### Introduction

The following terms and conditions apply to all air transportation marketed by Frontier Airlines, whether a ticket for such transportation was sold by Frontier or its authorized agents (including others acting on behalf of Frontier). Flight segments may be operated for Frontier Airlines by Republic Airlines and by codeshare partners. Other carriers may have different terms and conditions, which may be obtained directly from the other carrier.

Transportation of passengers is subject to the terms and conditions contained in this Contract of Carriage, in addition to any terms and conditions specified on any Internet site that sells Frontier tickets, printed on or in a ticket jacket, e-ticket receipt, fare rule, or in any published schedule. By purchasing a ticket and accepting transportation, the passenger agrees to be bound by such terms and conditions. The terms and conditions of this Contract of Carriage are superseded by any security directive issued by the Transportation Security Administration, other government entities, and any other foreign government for as long as such security directives are in effect. Passengers may contact the Transportation Security Administration, other government entities, and foreign governments for information regarding security directives.

# **Share Agreements and Other Airlines**

The information contained in this document constitutes the terms of transportation for passengers and their baggage on all flight segments operated by Frontier, operated by Republic Airlines, or other airlines with which these airlines enter into codeshare agreements. Notwithstanding this statement, the terms included in this contract will be modified as necessary for Frontier and codeshare partners. Please refer to the operating carrier's website for additional information. In the event that the operating Carrier's terms differ from anything stated in this Contract of Carriage, the more restrictive set of rules will apply.

### **Customer Service Commitment**

We are committed to providing each and every passenger with the best possible travel experience both in the air and on the ground. Please visit <a href="https://www.FlvFrontier.com">www.FlvFrontier.com</a> to review our commitment statements.

### Where to Obtain a Contract of Carriage

This document is available for public inspection at all Frontier Airlines locations. Copies may be obtained by visiting the Frontier Airlines web site at <a href="https://www.FlyFrontier.com">www.FlyFrontier.com</a> or by writing to:

Frontier Airlines Inc. Customer Relations 7001 Tower Road Denver, CO 80249-7312

### **Definitions**

**Adult** -- A fare paying passenger 15 years of age and older.

**Airline** – Subsidiaries of Republic Airways Holdings Inc. including Frontier Airlines and Republic Airlines.

**Baggage** — Refers to all items carried by the passenger into the cabin or checked for carriage in the cargo compartments. Assistive devices upon which the passenger is dependent are not considered baggage.

**Baggage Allowance** - The amount of baggage a customer is permitted to bring on board a flight as dictated by the Fare Rules.

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

**Banker's Buying Rate** – The rate at which, for the purpose of the transfer of funds through banking channels (i.e., other than transaction in bank notes, travelers cheques and similar banking instruments), a bank will purchase a given amount of foreign currency in exchange for one unit(s) of the national currency of the country in which the exchange transaction takes place.

**Banker's Selling Rate** -- The rate at which, for the purpose of transfer of funds through banking channels (i.e., other than transaction in bank notes, travelers cheques, and similar banking instruments) a bank will sell a given amount of foreign currency in exchange for one unit of the national currency of the country in which the exchange transaction takes place.

**Carriage** — The transportation of passenger and baggage by air, gratuitously or for hire, including all incidental services related to travel.

**Carrier** -- Any air carrier participating in the itinerary on the passenger's ticket.

**Carry-on Baggage** – Any article or passenger property carried by the passenger in the cabin of the aircraft. Assistive devices upon which the passenger is dependent are not considered carry-on baggage.

Checked Baggage -- Baggage for which the Airline takes sole custody and a baggage claim tag is issued.

**Child** -- A full-fare paying passenger from 7 days through 14 years of age.

**Circle Trip** – Travel 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.

**Codeshare** – An agreement by which Frontier Airlines places its two-letter designation code "F9" on flights operated by other air carriers, or another carrier places their two-letter designation code on flights operated by Frontier or Frontier regional affiliates.

**Connecting Point** -- A location where a ticketed passenger with confirmed reservations will change planes en route to a final destination.

**Controllable Situations** - Delays, cancellations, or service delivery failures considered within Frontier's control (such as delayed baggage or flight delays and cancellations caused by aircraft damage, mechanical issues, etc.).

**Country of Commencement of Transportation** – The country from which travel on the first international sector takes place.

**Country of Payment** -- The country where payment is made by the purchaser to the airline or its agent; payment by check (personal checks not accepted on or after October 28, 2013), credit card, or other banking instruments shall be deemed to have been made at the place where such instrument is accepted by the airline or its agent.

**Currency of the Country of Payment** – The currency in which international fares from the country are denominated.

Days -- Full calendar days, including Sundays and legal holidays.

**Destination** - The final arrival point of the passenger's journey as shown on the Ticket.

**Direct Flight** – Same plane service between the origin and destination points with scheduled stops at one or more intermediate points.

**Domestic** – Air transportation where origin, destination, and stopover points are within the United States.

EarlyReturns® -- Frontier Airline's frequent flyer program. Program details are available on www.FlyFrontier.com

**Electronic ticket (e-ticket)** -- A paperless ticket stored in the airline's computer system.

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**End-to-End** -- Two or more published fares combined to construct a complete trip.

**Escort Service** – Supervision of a passenger for a fee.

**Fare Rules** - The rules and requirements filed with any fare sold by the Airline that are made available at the time of purchase governing such things as eligible routes, flight times, and changes.

**Foreign Destination** - A destination in a country different from the origin.

**Force Majeure Event** – A cancellation due to any condition beyond the Airline's control including, but not limited to, meteorological conditions, acts of God, riots, civil commotion, embargoes, wars, hostilities, disturbances or unsettled international conditions – actual, threatened or reported. Also, because of any delay, demand, circumstances or requirement due, directly or indirectly to such conditions, or any strike, work stoppage, slowdown, lockout or any other labor-related dispute involving or affecting flight service, or any government regulation, demand, or requirement, or any shortage of labor, fuel, or facilities of Frontier, Republic, or others, or any fact not reasonably foreseen, anticipated, or predicted by airlines.

Frontier Airlines, Inc. – F9, Frontier Airlines, Frontier. A Republic Airways Holdings Inc. carrier.

**Group** – Nine or more passengers traveling together whose tickets reflect identical itineraries.

IATA -- See International Air Transport Association

**IATA International Agreement on Passenger Liability** – The agreement entered into by members of IATA in order to take action to waive the limitations on recoverable compensatory damages in Article 22 Paragraph 1 of the Warsaw Convention as to claims for death, wounding or other bodily injury of a passenger within the meaning of Article 17 of the convention.

**IATA Rate of Exchange** — The rate of exchange notified by IATA quarterly to convert local currency fares to a Neutral Unit of Construction (NUC) and to convert total NUC amounts to the currency of the country of commencement of transportation.

**Immediate Family** – Spouse, significant other, children, parents, sisters, brothers, grandparents, grandchildren, aunts, uncles, nieces, and nephews. Relationships apply whether natural, adoptive, step, in-law, or significant other.

**Infant** – A passenger from 7 days to 2 years of age traveling with a passenger 15 years of age or older.

Interline -- Travel on two or more airlines.

**International** -- Transportation between a point in the United States and a point outside thereof.

**International Air Transport Association (IATA)** – The governing body that creates regulation for international air transport; it also regulates the shipping of dangerous goods and publishes the IATA Dangerous Goods Regulations manual (a globally accepted field source reference for airlines shipping hazardous materials).

**International Transportation** -- Any transportation furnished by any carrier that is included within the scope of the term "international transportation" as put forth in the Warsaw Convention or Montreal Convention, whichever is applicable.

**Involuntary Refund** -- A refund made to a passenger who is prevented from using a ticket because of cancellation of flight, inability of the Airline to provide previously confirmed space, postponement or delay of a flight, or refusal of carriage as provided for in Rule 260 -- Involuntary Refunds.

**Limited Release Baggage Tag** – A document attached to baggage that is considered fragile, unsuitably or inadequately packaged, perishable, or previously damaged. The baggage is accepted at the passenger's risk.

**Linear Dimensions** – Height plus width plus length.

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**Misconnection** — Occurs at a connecting point when a ticketed passenger with confirmed space is not transported by the delivering carrier to the connecting point in time to board the receiving carrier's flight.

**Montreal Convention** -- Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, May 28, 1999.

**Nonstop flight** -- A flight scheduled to operate between the origin and destination points without intermediate stops or connections.

**One-way** -- Travel from one point to another.

**On-line** – Travel on Frontier, including code-share flights on regional affiliates.

**Open-jaw Trip** — A flight on the Airline between Point A and Point B with undetermined transportation between Point B and point C, then a return flight on the Airline from Point C to Point A. The mileage of the undetermined portion cannot be greater than either of the flown segments.

Origin -- The initial starting point of the Passenger's journey as shown on the Ticket.

Outbound Flight -- The first confirmed flight segment on a ticket.

**Overbooking** – The acceptance of a greater number of confirmed reservations on a given flight than the aircraft's available seat capacity.

Passenger – Any person, except members of the crew, carried in an aircraft cabin with the consent of the Airline.

**Qualified Individual with a Disability** -- An individual with a disability who:

- Has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities;
- Has a record of such an impairment; or
- Is regarded as having such an impairment, as further defined in 14 CFR 382.5.

**Rate of Exchange (ROE)** – The rate based on the IATA Clearing House Rate which is revised at least four times yearly and is to be used for conversion of local currency fares to Neutral Units of Construction (NUC) and vice versa.

**Regional Affiliates** -- Flights operated by a regional carrier with whom Frontier has an agreement to market and sell transportation with a Frontier designated flight number. This includes Republic Airlines.

**Republic Airlines, Inc.** – YX, Republic. A Republic Airways Holdings Inc. carrier.

**Reroute** -- To honor or reissue a ticket for a routing different than that originally shown on the ticket.

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

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

**Schedule Changes** -- Changes to the published schedule that require rerouting a passenger at departure. Notice of the change may or may not have been provided to the passenger prior to the passenger arriving at the airport for check-in on the original flight.

Schedule Irregularity -- Any of the following irregularities occurring on the date of departure:

- Delay in the scheduled departure or arrival of a flight resulting in a misconnection.
- Flight cancellation, omission of a scheduled stop or a 3-hour or longer delay or interruption in the scheduled operation of a flight.
- Substitution of equipment.

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**Segment** -- One takeoff and one landing.

**Segment Tax** -- Applicable federal tax applied to a segment.

**Service Animal** -- Any animal trained to assist:

- A qualified individual with a disability.
- Law enforcement officers in the search of contraband or other items.
- · With rescue efforts.
- · With emotional support.

**Special Drawing Rights** – An international unit of account defined by the International Monetary Fund (IMF). It is commonly used in international legislation and can be converted into national currency in the same way as other foreign currency conversions. Refer to <a href="www.imf.org">www.imf.org</a> for conversion rates.

**Standby Passenger** -- A passenger boarded subject to availability of seat space at departure time and only after all passengers having confirmed reservations for the flight have been boarded.

**Stopover** -- An intentional interruption in a passenger's trip in excess of 4 hours at a point between the place of departure and the final destination. The passenger and ticketing airline agree to stopovers in advance.

Stopover Point - The location where a Stopover occurs

**STRETCH Seat** - A seat located in the front rows of certain Frontier and Republic aircraft that have additional legroom. These seats are made available to passengers for a fee that varies based on the fare rules of ticket purchased.

Tariff -- A schedule of prices or fees.

**Ticket** -The record of agreement, including electronic tickets, for passenger air transportation provided by the airline under certain terms and conditions to the passenger as described on the ticket, in the fare rules, and in the contract of carriage.

**Ticketing and Baggage Agreement** -- An agreement between Frontier and another carrier in which both carriers agree to accept the other's tickets and baggage for purposes of interline travel. Refer to <a href="www.FlyFrontier.com">www.FlyFrontier.com</a> for a list of agreements, which are subject to change at any time.

Ticket Stock - Ticket issued with Frontier's carrier code number (422) in the ticket serial number.

**Uncontrollable Situations** - Flight delays or cancellations out of Frontier's control (such as those caused by weather, Air Traffic Control, etc.).

**USD** -- United States Dollars.

**Validated Ticket** – A ticket that has been purchased through direct payment or other satisfactory credit arrangement and carries the identification stamp of Frontier or another airline with whom Frontier has a Ticketing and Baggage Agreement.

**Warsaw Convention** – Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, October 12, 1929, or the Convention as amended by the Hague Protocol, 1955, whichever may by applicable to the carriage hereunder.

**Western Hemisphere** -- The United States of America, Canada, Greenland, Mexico, Central and South America, Bermuda, Bahamas, and the islands of the Caribbean Sea.

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# **Rule 1 - Tariff Application**

- A. Consequential Damages The purchase of a ticket does not guarantee transportation. Frontier is not liable for any indirect, special or consequential damages resulting from the performance of transportation, delay in performance or failure to perform transportation of passengers and other incidental services (except baggage liability as provided in *Rule 230 Claim Limits And Procedures* whether or not there was prior knowledge that such damages might be incurred.
- B. International Transportation -- Transportation provided to a foreign destination is subject to the rules relating to liability established by, and to all other provisions of, the Convention for the Unification of Certain Rules Relating to International Transportation by Air, signed at Warsaw, October 12, 1929, or such convention as amended by the Hague protocol of 1955, whichever may be applicable ("the Convention"). Any provisions of these rules inconsistent with any provision of the Convention shall be inapplicable to international transportation, except where the rules have been adopted in accordance with the terms of the IATA (International Air Transport Association) Intercarrier Agreement of October 31, 1995.
- C. Change Without Notice Except as may be required by applicable laws, government regulations, orders and requirements, Frontier's rules, regulations and conditions of carriage are subject to change without notice, provided that no such change shall apply to a contract of carriage after the carriage has commenced.
- D. Changes in Rules, Fares, and Charges -- Unless otherwise provided within specific fare rules, transportation is subject to the rules, fares and charges in effect on the date a ticket is issued, determined by the validation stamped or imprinted on the ticket, or valid e-ticket. Provisions of the rule apply only to the passenger to whom the ticket was issued.
  - 1) When the ticket has been issued for the effective date of a new tariff containing an increase in the applicable local or joint fare, the increase is not collected provided the following conditions are met:
    - a) The ticket is issued on Frontier ticket stock and validated with an official Frontier validation by an authorized employee, by the Frontier website at <a href="https://www.FlyFrontier.com">www.FlyFrontier.com</a>, by an appointed agent, or other person authorized to issue Frontier tickets.
    - b) The ticket is issued showing confirmed reservations for travel from the point of origin to the first point of stopover at a fare in effect on the date of ticket issuance and these confirmed flights are not changed at the request of the passenger.
    - c) This provision applies only to the passenger to whom the ticket was originally issued.
      - NOTE: These provisions 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.
- E. International Taxes and Charges When the ticket is issued for the effective date, all government, airport, vendor, or other charges that apply to passenger travel into foreign countries are the responsibility of the passenger to whom the ticket was originally issued and are in addition to the published fare and charges.
- F. Acting as Agent for Another Airline The Airline is responsible for furnishing transportation only over its own routes. When baggage is checked for interline transportation, the Airline acts only as an agent and assumes no responsibility for the acts or omissions of the other airlines. This provision applies to regional affiliates and codeshare partner airlines.

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- G. Waiver/Modification of Terms No employee or authorized agent of the Airline has the authority to waive, modify, or alter any provisions of these terms of transportation or any applicable fares/charges unless authorized by a corporate officer of the Airline. Appointed agents and representatives are only authorized to sell tickets for air transportation on the Airline, pursuant to terms of transportation and applicable fares and/or charges. This rule supersedes any conflicting provisions contained in the Contract of Carriage.
- H. Remedies for Violation of Rules -- Where a ticket is purchased and used in violation of this Contract of Carriage or any fare rule (refer to <u>Rule 100 Tickets</u>), the Airline has the right, in its sole discretion, to take all actions permitted by law, including but not limited to the following:
  - 1) Invalidate the tickets
  - 2) Cancel any remaining portion of the passenger's itinerary
  - 3) Confiscate any unused portions of the ticket (not valid for refund)
  - 4) Refuse to board the passenger and to carry the passenger's baggage, unless the difference between the fare paid and the fare for transportation used is collected prior to boarding
  - 5) Assess the passenger for the actual value of the ticket which shall be the difference between the lowest fare applicable to the passenger's actual itinerary and the fare actually paid
  - 6) Take legal action with respect to the passenger
- I. Fares/Charges -- Specific fares and charges information is available through Frontier reservations offices and at <a href="https://www.FlyFrontier.com">www.FlyFrontier.com</a>.

# **Rule 35 - Refusal to Transport**

14 CFR 121.586(d)

Passengers may be refused transport or removed from a flight for the following reasons:

- A. Government Request -- To comply with any government regulation or with government requisition of space or request for emergency transportation in connection with national defense or natural disaster (actual, threatened or reported).
- B. Force Majeure Event In the event of a force majeure event, the Airline may, without notice, cancel, terminate, divert, postpone, or delay any flight or the right of carriage or reservation of traffic accommodations without liability.
- C. Property Search Refusal by a passenger to permit a search of person or property for explosives or for deadly or dangerous weapons, articles or substances.
- D. Identification -- Refusal by a passenger to produce identification (ID) upon request for the purpose of boarding an aircraft.

NOTE: Acceptable identification means a photo ID issued by a government authority or two other forms of ID, at least one of which must be issued by a government authority.

E. Passports/Visas -- Failure of a passenger traveling across any international boundary to possess all valid documents (passports, visas, certificates, etc.) required by the laws of the countries from, over or into which the passenger will fly. The Airline is not responsible for any failure or inability of a passenger to comply with government laws, regulations, orders, demands, and requirements, which are subject to change without notice. For any reason, such passenger's embarkation from, transit through or entry into any country from, through, or to which such passenger desires transportation would be unlawful.

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- F. Special Medical Requirements -- A passenger will be refused transport when he or she requires the following medical equipment or services, which either are not authorized or cannot be accommodated on the Airline's aircraft: medical oxygen for use on board the aircraft, incubators, respirators that must receive power from the aircraft's electrical power supply, or a person who must travel on a stretcher.
  - 1) Respiratory Devices
    - a) A respiratory device (e.g., ventilator, respirator, CPAP machine or Portable Oxygen Concentrator) is considered an assistive device and is permitted as carry-on or checked baggage at no charge.
    - b) A passenger should carry enough fully-charged batteries to power the device throughout the entire journey including all ground time (between connections), the duration of the flight and for unexpected delays.
    - c) All batteries must be transported in carry-on baggage and must be packaged in a manner that protects them from physical damage and short circuits.
    - d) Aircraft electrical outlets (plugs) are not available for use with any electronic device, including respiratory devices.
    - e) All respiratory devices intended for use onboard the aircraft must be approved by the FAA.
      - i. Respiratory devices including, but not limited to, ventilators, respirators or CPAP machines must have stickers indicating they meet FAA requirements and are safe for use onboard.
      - ii. Specific Portable Oxygen Concentrators (POCs) are approved by the FAA. Frontier allows only these POCs to be used on the aircraft. In addition, prior to traveling, a passenger must complete the Portable Oxygen Concentrator Medical Authorization form (30881) available on Frontier's website or obtain a medical statement from his/her physician addressing the points on the POC Medical Authorization form.

NOTE: Contact Frontier for approved POCs accepted for onboard transport and use (Ref: 14 CFR 121, SFAR No. 106).

- G. Qualified Individual with a Disability Qualified individuals with a disability will be transported in accordance with the conditions and requirements of 14 CFR 382 unless the carriage of such individuals may impair the safety of the flight or violate Federal Aviation Regulations. However, pursuant to 14 CFR 382.113, the Airline does not provide certain extensive inflight special services such as assistance in actual eating, assistance within the lavatory or at the individual's seat with elimination functions, or provision of medical services. Moreover, pursuant to 14 CFR 382.29, a qualified individual with a disability may be required to be accompanied by a safety assistant as a condition of being provided air transportation in any of the following circumstances:
  - 1) When the individual, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from employees, including the required safety briefing.
  - 2) When the individual has a mobility impairment so severe that the individual is unable to assist in his/her own evacuation of the aircraft.
  - 3) When the individual has both severe hearing and severe vision impairments, if the individual cannot establish some means of communication with employees adequate to permit transmission of the required safety briefing.
  - 4) On the day of departure, if it is determined that an individual meeting the criteria of 1, 2 or 3 must travel with a safety assistant, contrary to the individual's self-assessment that he/she is capable of traveling independently, the safety assistant will not be charged to accompany the individual with a disability.

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Furthermore, if because there is not a seat available on a flight for a safety assistant, the individual with a disability having a confirmed reservation will be unable to travel on the flight. In this case such individual is eligible for denied boarding compensation under <u>Rule 245 - Denied Boarding Compensation</u>. For purposes of determining whether a seat is available for a safety assistant, the safety assistant is deemed to have checked in at the same time as the individual with the disability.

- H. Frontier accepts up to two "low risk" prisoners with hand restraints per flight.
  - 1) If the flight is 4 hours or less, at least one armed or unarmed law enforcement officer must accompany up to two prisoners.
  - 2) If the flight is more than 4 hours, at least two armed or unarmed law enforcement officers must accompany up to two prisoners.
  - 3) Frontier regional affiliates require one escort for every one prisoner.
- I. Comfort and Safety -- For reasons of comfort and safety, a passenger may be refused transport:
  - 1) Who is barefoot and over 5 years of age, unless they are required to be barefoot for medical reasons.
  - 2) Who appears to be intoxicated or under the influence of drugs.
  - 3) Who has a communicable disease or infection that is known or reasonably believed to pose a direct threat to the health or safety of others in the course of flight. If a qualified individual with a disability with such communicable disease or infection presents a medical certificate (dated within 10 days of the date of the flight for which it is being presented) with specific conditions under which the individual can travel and not pose a direct threat to the health and safety of other persons, transportation will be provided to such individual unless it is not feasible to implement the conditions set forth in the medical certificate as necessary to prevent the transmission of the disease or infection to other persons in the normal course of flight.
  - 4) Who is ill and cannot or refuses to provide a physician's written permission to fly.
  - 5) Who is unable to sit in an upright position during takeoff and landing with the seat belt fastened.
  - 6) Who refuses to obey instructions from an employee or crewmember.
  - 7) Who refuses to comply with instruction given by employees or representatives prohibiting the solicitation of items for sale or purchase, including airline tickets, passes, or travel award certificates.
  - 8) Who attempts or has attempted to interfere with any member of the flight crew in pursuit of their duties.
  - 9) Who, in the past, has disrupted airline operations, mistreated employees, or has not complied with the Airline's rules.
  - 10) Who is unwilling or unable to abide by the non-smoking rules (refer to Rule 99 Smoking).
  - 11) Who has intentionally committed a fraudulent act against the Airline.
  - 12) Whose conduct is or has been disorderly, abusive, violent, belligerent and/or irrational so as to be a hazard or potential hazard to employees or other passengers.
  - 13) Who fails or refuses to comply with the Airline's rules and regulations.
  - 14) Who wears or has on or about their persons concealed or unconcealed, deadly or dangerous weapons. However, passengers who meet qualifications and conditions established in 49 CFR 1544.219, Carriage of Accessible Weapons will be transported.
  - 15) Who, while in the custody of law enforcement personnel, whether or not the passenger is manacled, has resisted or may reasonably be believed capable of resisting his/her escort.

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NOTE: The Airline is not liable for its refusal to transport any passenger in accordance with the circumstance listed above. However, the Airline will, at the request of the passenger, provide a refund in accordance with <a href="Rule 260 - Involuntary Refunds">Rule 260 - Involuntary Refunds</a>. The Airline also reserves the right to ban an individual from traveling for any of these offenses.

- J. Customer of Size The following policy applies to passengers traveling on aircraft configured with seats that have moveable center armrests.
  - 1) If, in the Airline's sole judgment, a passenger is unable to sit in an aircraft seat without lifting either armrest and occupying a portion of or the entire adjoining seat, or encroaching into the aisle, the passenger will be required to purchase a ticket for the additional seat. If no flights in the itinerary are oversold (i.e., the denied boarding of at least one confirmed, revenue passenger), the passenger will, upon request to the applicable Customer Relations department, receive a refund of the ticket for the additional purchased seat after travel has been completed.
  - 2) If the flight is full, volunteers will be solicited to relinquish their seat. If no volunteers are received, the customer of size will be accommodated on an alternate flight.
  - 3) When a customer of size purchases a ticket for an additional seat, 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.
- K. International Check-In Restrictions Passengers traveling into or out of a foreign country are advised to arrive at the ticket counter with their baggage no less than 60 minutes prior to departure. Every effort will be made to accommodate passengers who do not present themselves one or more hours prior to departure; however, due to international travel requirements, the passenger may be refused travel.
- L. Allergy (Peanut, Pet, or Chemical) Items are not removed from the aircraft to accommodate a passenger's allergy to a particular food, substance, or chemical. A variety of snacks are served on board many flights, including products that may contain peanuts or other nuts. A "peanut-free" or "chemical-free" environment cannot be provided to passengers onboard the aircraft. Consult a healthcare professional regarding risks of onboard exposure to any allergen.

# Rule 40 - Electronic Surveillance of Passengers and Baggage

Passengers and their baggage are subject to inspection with an electronic detector, with or without the passenger's consent or knowledge.

# Rule 45 - Administrative Formalities - Passports, Visas, and Tourist Cards

A. Compliance with Regulations -- The passenger shall comply with all laws, regulations, orders, demands, or travel requirements of countries to be flown from, into, or over, and with all rules, regulations, and instructions of the Airline. The Airline is not liable for any aid or information given by any agent or employee to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements, or instructions, whether given orally, in writing, or otherwise, or the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.

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### B. Passports and Visas:

- 1) Each passenger desiring transportation across any international boundary is responsible for obtaining all necessary travel documents and for complying with all government travel requirements. The passenger must present all exit and entry documents required by the laws for all countries listed on the passenger's itinerary. Passenger shall indemnify the Airline for any loss, damage, or expense suffered or incurred by the Airline by reason of passenger's failure to provide the necessary travel documents, unless applicable laws provide otherwise. The Airline is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.
  - The Airline reserves the right to refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands, or requirements or whose documents are not complete. The Airline is not liable for any aid or information given by any agent or employee of the Airline to any passenger in connection with obtaining such documents or complying with such laws, whether given orally, in writing, or otherwise.
- 2) Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever the Airline, on government order, is required to return a passenger to his/her point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable is the fare that would have applied had the original ticket designated the revised destination.
  - Any difference between the fare so applicable and the fare paid by the passenger will be collected from the passenger. The Airline may apply to the payment of such fares any funds paid by the passenger to the Airline for unused carriage or any funds of the passenger in the Airline's possession. The Airline will not refund the used portion of the ticket unless the law of such country requires that such fare be refunded.
- C. Customs Inspection -- If required, the passengers must attend inspection of their baggage, checked or unchecked, by customs or other government officials. The Airline accepts no responsibility toward the passengers if they fail to observe this condition. If damage is caused to the Airline because of the passenger's failure to observe this condition, the passenger shall, therefore, indemnify the Airline.
- D. Government Regulation No liability shall attach to the Airline if it in good faith determines that what it understands to be applicable law, government regulation, demand, order or requirement, requires that it refuse and it does refuse to carry a passenger.
- E. International Operations -- The Airline is required to make an attempt to obtain emergency contact information from a passenger traveling into or out of a foreign country. If a passenger refuses to provide emergency contact information, the Airline will document the attempt and may require the passenger to sign the document.

# Rule 50 - Child Passengers

- A. Accompanied Children -- Children, from 7 days through 14 years of age, may travel with another passenger who is at least 15 years old.
- B. Unaccompanied Children
  - 1) Children under 5 years old may not travel unaccompanied.
  - 2) Children ages 5 14 will be accepted for travel **only** on non-stop flights operated by Frontier or its regional affiliates. Unaccompanied children will not be accepted on connecting or direct/through flights.

- NOTE: The child will not be accepted for travel if a flight is expected to terminate short of, or bypass, the child's destination, or if there are anticipated lengthy delays at the origin or destination city due to air traffic control, weather or other factors that may impact the Airline's ability to operate its scheduled service.
- 3) Children 5 14 years old must hold confirmed reservations on the Airline from the origin airport to the destination airport for flights originating or terminating in the United States, Mexico, Costa Rica, Jamaica, and the Dominican Republic. All unaccompanied children will be given escort service. The following conditions apply for all children traveling unaccompanied:
  - a) The child must be brought to the airport of origin by a parent or responsible adult who remains:
    - i. with the child until the child is aboard the plane.
    - ii. at the gate until the plane departs the airfield.
  - b) Satisfactory evidence must be furnished to the Airline that the child will be met by a parent or responsible adult upon arrival at the destination.
  - c) Travel as a standby passenger is not allowed.
  - d) The Airline does not accept unaccompanied children under the responsibility of any other carrier's unaccompanied child program.
  - e) A snack may be provided to the unaccompanied child if available.
    - i. Product offerings are subject to change without notice.
    - ii. These products may contain nuts, soy, wheat, dairy, or eggs. Snack items are packaged in a facility that processes peanuts and other nuts.
    - iii. Items are not removed from the aircraft to accommodate an allergy. An allergen-free environment cannot be provided. Consult a healthcare professional regarding risks of onboard exposure to any allergen before booking travel for an unaccompanied child.
- 4) Passengers 15–17 years old are accepted for unaccompanied travel without restrictions. However, "escort service" may be requested by a parent or responsible adult.
  - NOTE 1: Passengers 15–17 years old traveling alone must be transferred to the Airline by an adult with appropriate ID or will need to present one of the following: a photo ID issued by a government authority; two other forms of ID, at least one of which must be issued by a government.
  - NOTE 2: Passengers 15–17 years old and over are considered adults for purposes of this section. The Airline does not assume any financial or guardianship responsibility for an unaccompanied child ages 15 17 beyond those applicable to an adult passenger.
- C. Escort Service Charge for Unaccompanied Children -- Only one service charge will apply per direction for multiple unaccompanied children traveling together if the drop off/pick up information is the same. Unaccompanied children who are *EarlyReturns*® Summit members or Ascent members do not pay a fee.
  - 1) For children 5–14 years of age, a service fee will be charged per direction for unaccompanied children on all flights.
  - 2) For passengers 15–17 years of age, the service fee will be charged if escort service is requested.



|   | Basic   | Economy | Classic | Classic Plus |
|---|---------|---------|---------|--------------|
| Service Fee for all travel on or before<br>March 23, 2014 | USD 100 | USD 50  | USD 50  | USD 50       |
| Service Fee for all travel on or after March 24, 2014     | USD 150 | USD 100 | USD 100 | USD 100      |

### D. International Operations

- 1) The Airline accepts any passenger over the age of 15 to travel unaccompanied to or from Mexico, Costa Rica, Jamaica, or the Dominican Republic.
- 2) Children, accompanied or unaccompanied, traveling to a foreign destination are required to have all foreign government documentation necessary for entry into and departure from the foreign country. Such travel documentation must be provided at time of check-in.
  - NOTE 1: Passengers under age 18 traveling without both parents may need additional documentation to travel to or from a foreign destination, depending on the country's requirements.
  - NOTE 2: Passengers under age 2 traveling as lap children (not purchasing a revenue seat) are subject to international taxes. These taxes must be paid prior to boarding the original departure flight.
- E. Infant and Child Fares (except as otherwise provided in a specific fare rule) are as follows:
  - 1) Infants under 2 years of age are accepted, without charge, when the infant does not occupy a separate seat and is accompanied by a full fare-paying adult passenger.
    - a) Due to supplemental equipment considerations, the number of infants accepted per flight may be limited based on aircraft type.
    - b) One adult may accompany up to two infants under the age of 2.
    - c) When an adult passenger is traveling with two infants under 2 years of age, a seat must be purchased for one infant. The fare is the same as an adult fare.
  - 2) Children 7 days 14 years of age occupying a seat, accompanied or unaccompanied, are charged the same fare as an adult passenger, unless special fares are available and all restrictions of the fare are met.

# F. Child Restraint System

The Airline accepts infant and child restraint systems (car seat or harness) approved for air travel. Approved seats should have labels indicating "This child restraint system conforms to all applicable Federal motor vehicle safety standards" and "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT" or "TSO-100."

- NOTE 1: Car seats manufactured prior to 1985 will likely have only one label. Foreign-made car seats may also have different markings.
- NOTE 2: The Airline encourages all adults traveling with infants under 2 years of age to secure the infant in an approved car seat or harness in the infant's own purchased seat.

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### 1) Car Seats

A car seat may be used by a child between the ages of 7 days and 2 years if seat space is available after boarding, even if a seat has not been purchased for the child. A car seat may be used by any child when a separate seat has been purchased. To use a car seat onboard the aircraft:

- a) The car seat must bear manufacturer labels identifying approval for aircraft use.
- b) The approved car seat must have a solid seat and solid back.
- c) The seat must have restraint straps installed to hold the child in the car seat.
- d) The child may not exceed the weight limitation of the car seat.

### 2) Seating

- a) Car seats may not be placed in the emergency exit rows, in the seats immediately in front of or behind the exit rows, or in any seat that has an airbag seatbelt installed.
- b) Window seats are the preferred location for a car seat so it does not impede a passenger's movement or egress into the aisle. Other seat assignments are permitted provided the car seat is not obstructing the egress of any passenger.
- c) The car seat must be secured by a seat belt at all times.

NOTE: A child under the age of 2 must be held in the passenger's lap or be seated in an approved car seat for taxi, takeoff, and landing.

# 3) Child Harness

The FAA-approved AMSafe Aviation C.A.R.E.S. child harness device may be used on-board. It is designed for children weighing 22 - 44 pounds and must bear the label "FAA Approved in accordance with 14 CFR 21.305(d) approved for aircraft use only".

### 4) Booster Seats

Booster seats may be carried on but must be stowed in an overhead compartment or underneath the seat for take off and landing. Once the aircraft has reached cruising altitude, the passenger may use the seat during the flight. The booster seat must be restowed when the aircraft begins its decent.

# **Rule 55 - Service Animals**

The Airline accepts for onboard transportation, without charge, service animals:

- Trained to assist a Qualified Individual with a Disability
- · Trained in explosive detection, contraband search, or search and rescue
- Trained for emotional support
- A. General All types of service animals are allowed in cabin except: rodents (e.g., mouse, rat, squirrel, or beaver), ferrets, reptiles, amphibians, snakes, spiders, and insects. A health certificate is not required. The Airline reserves the right to refuse to accommodate a service animal in the cabin if the passenger does not produce credible proof the animal is a service animal.
- B. Service animals trained to assist passengers with disabilities -- Credible proof, appropriate documentation or physical indicators may be required.
- C. Service animals trained in explosive detection, contraband search, or search and rescue Credible proof, appropriate documentation, or physical indicators may be required.

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- D. Service animals trained for emotional support/therapeutic -- Passengers must complete a Medical Authorization Form (30905, available on <a href="https://www.FlyFrontier.com">www.FlyFrontier.com</a>) or obtain a written statement on letterhead from a mental health care professional (physician, psychologist, etc.) authorizing the emotional support/therapeutic animal accompanying a passenger is needed for assistance and/or necessary to their mental health or treatment.
- E. Seating -- The passenger may sit anywhere, except the exit row, provided the animal does not obstruct an aisle or egress of passengers in an emergency evacuation. The animal must sit at the passenger's feet and may not occupy a seat.
- F. International -- Restrictions for travel with an animal to international destinations vary by country. The Airline recommends contacting the appropriate embassy or consulate before purchasing a ticket for travel.

# Rule 99 - Smoking

- 1. Smoking is prohibited on all flights.
- 2. Federal law prohibits tampering with, disabling, or destroying any smoke detector installed in an aircraft lavatory.
- 3. The use of electronic smoking devices is prohibited.

# Rule 100 - Tickets

- A. A passenger is entitled transportation only upon presentation of a valid ticket or electronic ticket (e-ticket). The ticket entitles the passenger to transportation between the point of origin and the destination via the routing designated on the ticket.
- B. Flight coupons are honored only in the order in which they are issued.
- C. The following practices are prohibited:
  - 1) Back to Back Ticketing The issuance, purchase, or usage of flight coupons from two or more tickets issued at round trip fares, or the combination of two or more round trip excursion fares end to end on the same ticket for the purpose of circumventing minimum stay requirements.
  - 2) Throwaway Ticketing The issuance, purchase, or usage of round excursion fares for one way travel.
  - 3) Hidden City/Point Beyond Ticketing The issuance, purchase, or usage of a fare from a point before the passenger's actual origin or to a point beyond the passenger's actual destination.
- D. A ticket which has not been properly validated, or which has been altered, mutilated or improperly issued by an unauthorized party is not considered valid for travel or refund.
- E. The purchaser of a ticket and the passenger intending to use it are responsible for ensuring that the ticket accurately states the name of the passenger.
- F. A ticket may only be used by the person named on the ticket.
  - 1) The Airline is not liable to the persons entitled to transportation or refund if the ticket is used by someone other than the person named on the ticket.
  - 2) Presentation of a ticket by someone other than the named passenger renders the ticket void. The ticket is subject to confiscation and is ineligible for refund.

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- 3) The Airline is not liable for baggage, personal injury, or death of the unauthorized user of a ticket.
- G. Tickets cannot be exchanged for multiple round trip itineraries.
- H. Paper Ticket Paper tickets are not issued on Frontier ticket stock. Only electronic tickets are issued for travel on Frontier or its regional affiliates. However, paper tickets from other airlines may be accepted for travel at Frontier's discretion.
- I. Electronic Ticket Fee
  - 1) A USD 10 ticket service fee is assessed for each new electronic ticket purchased through reservations or at the airport for U.S. and international flights.

### **EXCEPTIONS:**

- a) Tickets purchased with Classic or Classic Plus fare option
- b) The ticket was purchased by a Summit or Ascent member
- c) EarlyReturns redemption tickets booked in "Y" fare class
- d) Choice EarlyReturns redemption tickets
- e) Changing or reissuing tickets
- f) Issuing an international ticket for infant taxes
- g) Ticketing group or meeting and convention tickets
- h) Ticketing promotional tickets
- i) The ticket is a government or military fare
- j) The ticket was purchased within two hours of departure
- NOTE 1: Frontier collects the standard fee for other passengers in the reservation who are not Summit members and for those tickets purchased by the Summit member for another passenger.
- 2) The ticketing fee is subject to change without notice and is assessed at the rate in effect at the time the reservation is ticketed.

# **Rule 105 - Ticket Validity**

- A. Period of Validity
  - 1) A refundable ticket is valid for transportation or refund for one year from the date of issue.
    - EXCEPTION: When a ticket includes an excursion or special fare having a shorter validity period than one year, the shorter validity period applies to the excursion or special fare transportation only.
- B. Nonrefundable tickets issued by Frontier are valid for transportation only on the flight and date shown on the ticket and have no value and are not valid for transportation thereafter. By operating the scheduled flight on the date shown on a nonrefundable ticket, Frontier shall be deemed to have provided the service purchased. Frontier shall have no obligation of any kind to reschedule such passengers or to provide them with any refund or other credit.



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Although Frontier may choose to re-route or otherwise accommodate passengers who fail to use nonrefundable tickets, any such accommodation is in Frontier's sole and absolute discretion and subject to availability of alternate flights. In no event will any passenger who does not use a nonrefundable ticket on the date and flight shown on such ticket have any refund right whatsoever, even if Frontier does not accommodate such passenger on a future flight. Frontier shall have no obligation to reschedule such passengers or to provide them with any refund or other credit.

EXCEPTION: If a customer cancels the flight segment/segments before the scheduled flight departure time, the value of the ticket will be retained for up to one year from the original issue date in the form of an electronic transportation certificate good for transportation on Frontier only. The electronic transportation certificate may be applied to a subsequent ticket subject to the change fee and any fare difference, provided that the electronic transportation certificate has no cash or refund value and may only be applied to a subsequent ticket up to one year after the original issue date.

### C. Extension of Validity

- 1) If there is no seat available, a flight is cancelled, or a passenger is prevented from using the ticket or a portion of the ticket during the period of validity specified in Paragraph A, the ticket is valid until a seat can be provided on the next available flight.
- 2) If a passenger is unable to begin or continue travel due to long-term illness or physical incapacity, the validity period may be extended at the Airline's discretion, not to exceed 1 year from the original expiration date.

### **Rule 115 - Confirmation of Reservations**

- A. A reservation on a flight is made when a reservation agent or authorized representative confirms the availability of space in the Frontier reservation system. Subject to payment, a validated ticket is issued indicating the space is confirmed. Reservations are subject to cancellation, without notice, if the passenger has not obtained a validated ticket for the flight to which the reservation applies.
- B. Once a passenger obtains a ticket that reflects confirmed space for a specific flight and date, either from the Airline or its authorized representative, the reservation is confirmed even if there is no record in the reservation system.

EXCEPTION: Validated tickets are not honored if reservations are cancelled according to <u>Rule 135 - Cancellation of Reservations</u>, or cancelled by the passenger or the passenger's representative.

C. Because not all passengers holding confirmed reservations use those reservations, flights are subject to overbooking which could result in the inability to honor tickets for confirmed space or for the class of service reserved. In this event, <u>Rule 245 - Denied Boarding Compensation</u> governs the Airline's obligation to the passenger.

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# Rule 120 - Reservation and Ticketing Time Limits

Reservations requested from any Frontier office or authorized agency must be ticketed and purchased at the time the reservation is made. Customers booking through Frontier's Reservations Centers or through Frontier's website <a href="https://www.FlyFrontier.com">www.FlyFrontier.com</a> may request a full refund on any fare, including nonrefundable fares, for up to 24 hours after the time of booking.

# **Rule 135 - Cancellation of Reservations**

- A. Airport Check-in Time Limit The Airline reserves the right to cancel the reservation and pre-assigned seat of any passenger who fails to comply with the airport check-in time limits listed below. The time limits provided by Frontier in this Rule are minimum time requirements. Passenger and baggage processing times may differ from airport to airport. It is the passenger's responsibility to arrive at the airport with enough time to complete check-in and security screening processes within these minimum time limits.
  - 1) For domestic flights (within the continental United States and Alaska), check-in must be completed at least 45 minutes prior to departure whether or not checking bags.
  - 2) For international flights, check-in must be completed at least 60 minutes prior to departure. Passengers are advised to arrive at the airport at least 2 hours prior to departure to allow sufficient time to complete all necessary international requirements.
  - 3) Checked baggage must be presented at the airport by the minimum check-in time for domestic and international flights. Passengers who present baggage after the minimum check-in time may be refused transport.
  - 4) At some airports, the counter may close at the check-in cut-off time depending upon airport facility requirements. In such case, passenger and baggage check-in are not permitted after the check-in deadline
  - 5) Reservations and seat assignments are subject to cancellation for passengers who fail to make themselves available for boarding at the departure gate at least 15 minutes prior to departure.
- B. Failure to Occupy Space If a passenger fails to occupy space which has been reserved on a flight and the Airline fails to receive notice of the cancellation of the reservation prior to flight departure, or if any other carrier cancels the reservation of a passenger in accordance with this rule, all subsequent segments for continuing or return space will be cancelled.
- C. Misconnected Passengers -- The reservation of any passenger who does not meet the minimum check-in time, in accordance with Paragraph A, due to the late arrival of an inbound connecting flight of the Airline or another carrier will be cancelled.
- D. Government Request -- Passenger reservations may be cancelled to comply with a governmental regulation, or to comply with a governmental request for emergency transportation in connection with national defense, or when necessary or advisable due to weather or other conditions beyond the Airline's control.
- E. Liability -- The Airline 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 the Airline's sole and absolute discretion (with no claim against the Airline for any failure to accommodate any such passenger), except under the following conditions:

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- 1) If the reservation was cancelled according to Paragraphs C or D, action as provided in Rule 240 Failure to Operate on Schedule or Failure to Carry will be followed.
- F. Refusal to Transport -- A passenger may be refused transport for any of the reasons stated in Rule 35 Refusal to Transport.

# **Rule 140 - Itinerary Changes**

- A. Holders of refundable tickets may change their itinerary at any time and apply the amount paid as a credit for alternate flights as follows:
  - 1) If the ticket is totally unused, the full amount paid is credited.
  - 2) If the ticket is partially used, the amount credited is the difference between the fare paid and the fare for the transportation actually used as determined by the applicable rules.
- B. Nonrefundable tickets issued by Frontier are valid for transportation only on the flight and date shown on the ticket and have no value and are not valid for transportation thereafter. By operating the scheduled flight on the date shown on a nonrefundable ticket, Frontier shall be deemed to have provided the service purchased. Frontier shall have no obligation of any kind to reschedule such passengers or to provide them with any refund or other credit.

Although Frontier may choose to re-route or otherwise accommodate passengers who fail to use nonrefundable tickets, any such accommodation is in Frontier's sole and absolute discretion and subject to availability of alternate flights. In no event will any passenger who does not use a nonrefundable ticket on the date and flight shown on such ticket have any refund right whatsoever, even if Frontier does not accommodate such passenger on a future flight. Frontier shall have no obligation to reschedule such passengers or to provide them with any refund or other credit.

EXCEPTION: If a customer cancels the flight segment/segments before the scheduled flight departure time, the value of the ticket will be retained for up to one year from the original issue date in the form of an electronic transportation certificate good for transportation on Frontier and its regional affiliates only. The electronic transportation certificate may be applied to a subsequent ticket subject to the change fee and any fare difference, provided that the electronic transportation credit has no cash or refund value and may only be applied to a subsequent ticket up to one year after the original issue date.

# Rule 150 - Fares (General)

- A. Fares apply for transportation only between the airports for which they are published. Tickets may neither be issued nor accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.
- B. When a 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.
- C. Fares are subject to change without notice until ticketed.

# Rule 160 - Currency

All fares and charges in this document are stated in United States currency.

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# Rule 180 - Stopovers

- A. A Stopover, as defined in <u>Definitions</u>, is not permitted except as otherwise provided in the Fare Rules.
- B. Where a routing or fare specifically excludes a Stopover or the passenger's ticket does not include an interruption in the trip, and a Stopover at an intermediate point occurs, a higher fare is collected based on the sum of the local fares.

# Rule 185 - Routings

Each fare applies only to transportation via the cities specified on the ticket in connection with a specific fare. Transportation between any two cities must meet routing requirements as specified by the fare filing.

# Rule 190 - Baggage Acceptance

- A. General -- The Airline will accept for transportation as baggage such personal property necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following:
  - 1. An item for transportation not suitably packaged to withstand ordinary handling, or of a size, weight or character that renders it unsuitable for transportation will not be accepted.
  - 2. All baggage is subject to inspection by the Airline. However, the Airline is not obligated to perform an inspection. The Airline will refuse to transport or will remove baggage if the passenger refuses to submit the baggage for inspection.
  - 3. The Airline has the right to refuse to transport baggage on any flight other than the one carrying the passenger.
  - 4. The Airline will not accept baggage or other personal property for storage.
  - 5. The Airline will check baggage only when the passenger presents a valid ticket for transportation on the Airline, or on the Airline and one or more other carriers with whom the Airline has a ticketing and baggage agreement.
  - 6. The Airline will not accept any item that contains or has contained any type of flammable liquid (e.g., gas, propane, butane) used as fuel. This does not include personal smoking material.
  - 7. The passenger's name, address and telephone number must appear on the baggage.
  - 8. Baggage will not be checked:
    - a. To a point that is not reflected in the passenger's routing.
    - b. Beyond the passenger's next point of stopover; or if there is no stopover, beyond the final destination designated on the ticket.
    - c. Beyond a point at which a passenger wants to reclaim all or a portion of the baggage.
    - d. Beyond the point to which all applicable charges have been paid.
    - e. Beyond the point at which the passenger is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.
- B. Live Animals Live animals are accepted for transport in the cabin only. For provisions on acceptance and transportation of animals, see <u>Rule 55 Service Animals</u> and <u>Rule 195 Conditions and Charges for Special Items</u>.

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- C. International Operations -- Agricultural items, perishable items, or products that do not conform with Customs and/or Agricultural government entities on any flights to or from a foreign destination will not be accepted.
- D. Restricted Items -- Excepted restricted/hazardous materials as defined in the DOT Hazardous Materials Regulations (49 CFR 175.10) and IATA Dangerous Goods Regulations may be accepted. Refer to <u>Rule 195</u> Conditions and Charges for Special Items.
- E. Fragile and Perishable Items Items must be packaged properly such that they cannot leak through the packaging and are checked in cardboard boxes. Perishable items required to maintain temperature cannot use wet-ice, defined as ice made only from water. The Airline will accept liability for the loss of items that are packaged and checked in cardboard boxes, including boxes provided by the Airline in accordance with *Rule 230 Claim Limits And Procedures*. However, fragile or perishable items without appropriate packaging are accepted only upon execution of a Limited Release Baggage Tag, relieving the Airline from liability for damage or loss of items. Refer to *Rule 195 Conditions and Charges for Special Items*.

# Rule 195 - Conditions and Charges for Special Items

The following items are accepted as checked or carry-on baggage, subject to the conditions specified and payment of applicable charges. Refer to <u>Rule 220 - Baggage Allowance</u> for baggage requirements including dimensions (linear inches = height + width + length). Carry-on items may not exceed the baggage allowance dimensions.

Refer to the Sports Equipment and Special/Fragile Items chart hosted at <a href="www.FlyFrontier.com">www.FlyFrontier.com</a> for other items which have specific packaging or other requirements which need to be met in order to be transported by air. All items listed on the Sports Equipment and Special/Fragile Items chart are subject to baggage fees. Baggage fees for excess, oversize, and overweight are cumulative and all may be assessed on one item.

NOTE: The Airline does not allow unaccompanied baggage in the cabin of the aircraft.

The following items have specific transport requirements and may incur a special fee as needed:

- A. Shooting Equipment Items of shooting equipment are accepted as checked baggage on flights within the United States. Carriage of any firearm is subject to the conditions specified below:
  - In accordance with federal law, a passenger who presents baggage that contains a firearm must:
    - a) Ensure the firearm is unloaded.
    - b) Pack the firearm in a lockable, hard-sided container.
    - c) Declare the firearm unloaded at the time of check-in and sign a "Firearms Unloaded" declaration.
      - i. If the firearm is in a locked, hard-sided container INSIDE a piece of checked baggage, the declaration must be placed inside the checked baggage and proximate to, but not inside of, the locked, hard-sided container containing the firearm.
      - ii. If the firearm is in a locked, hard-sided container, but NOT INSIDE a piece of checked baggage, the declaration must be placed inside the locked, hard-sided container containing the firearm.
    - d) After screening, the passenger must lock the firearm container and retain the key or combination.
    - e) The passenger must make arrangements and assume full responsibility for complying with any applicable laws, customs and government regulations, or restrictions of the state or territory to which the firearm is being transported.

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- 2) Ammunition must be securely packed in the original manufacturer's packaging, fiber (such as cardboard), wood or metal boxes or other sturdy and durable packaging providing sufficient cartridge separation.
  - a) Each passenger is allowed up to 11 pounds of ammunition.
  - b) Loaded ammunition clips and magazines must also be securely boxed
  - c) Ammunition may be packed with the firearm.
- 3) International Operations -- Firearms, ammunition, or archery shooting equipment are not accepted on flights to or from a foreign destination.
  - EXCEPTION: Passengers traveling between the United States and Canada are allowed to transport hunting rifles and shotguns only. See paragraphs 1, 2, and 3 under A. Shooting Equipment in this rule for conditions of acceptance.
- B. Live Animals The Airline accepts live animals in the cabin of the aircraft only. Seat restrictions apply depending on the aircraft type. The transportation of live animals is subject to fees for carriage and the terms and conditions below.

EXCEPTION: This rule does not apply to transportation of service animals referred to in *Rule 55 - Service Animals*.

- 1) Carriage in the cabin -- Live animals may be transported in the cabin according to the following conditions:
  - a) A one-way, directional fee will be assessed at check-in based on the fare option purchased.

|             | Basic   | Economy | Classic | Classic Plus |
|-------------|---------|---------|---------|--------------|
| Service Fee | USD 125 | USD 75  | USD 75  | USD 75       |

- b) Live animals allowable for carriage in the cabin are:
  - i. Domesticated dogs, cats, rabbits, guinea pigs, hamsters, or small household birds on flights within the United States. No exceptions.
  - ii. Domesticated dogs and cats only may be carried to or from foreign destinations.
- c) Passengers are responsible for:
  - Making arrangements and assuming full responsibility for complying with any applicable laws, customs and other governmental regulations, requirements or restrictions of the country, state or territory to which the animal is being transported.
  - ii. Providing required health documents when traveling to/from a foreign destination as described in <u>Documentation</u>.
  - iii. Making advance reservations as no more than ten pet containers will be accepted per flight and no more than one pet container may be carried per person.
- d) A pet in its container counts toward the carry-on baggage allowance. Refer to <u>Rule 220 Baggage</u> <u>Allowance</u>.
- e) The travel container must be large enough for the pet to stand, turn around, and lie down in a natural position and fit underneath the seat in front of the passenger.

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- f) The pet must remain in the travel container at all times and may not be fed while onboard the aircraft. A pet may not disrupt other passengers; the owner must be able to quiet the pet without removing it from the container.
- g) No oxygen will be administered to a pet in the event of an emergency.

### 2) Documentation

Each country has different entry requirements. It is the passenger's responsibility to ensure compliance with any applicable laws, customs and other governmental regulations, requirements or restrictions of the country, state or territory to which the animal is being transported. In addition, some countries have import/export fees.

- a) A veterinary health certificate is required for all pets traveling to a foreign destination:
  - i. Dated within 10 days of entry into the United States.
  - ii. Dated within 2 weeks of entry into Costa Rica.
  - iii. Dated within 5 days of entry into Mexico.
  - iv. Dated within 15 days of entry into the Dominican Republic.
  - v. Pets are not accepted to/from Jamaica.
- b) A Vaccination Certificate is required for all adult dogs and cats traveling to a foreign destination. If vaccination information is not included on the health certificate, a separate vaccination certificate must be dated following the health certificate guidelines:
  - i. Adult pets are three months of age or older for all destinations except Costa Rica. Costa Rica defines adult pets as 4 months of age and older.
  - ii. The certificate must prove the pet has been vaccinated against rabies no more than one year and no less than 30 days prior to international travel. If a pet received a rabies booster less than 30 days before an international flight, proof of the prior rabies shot is required
  - iii. Each country has vaccination requirements beyond rabies. Consulates can provide more information regarding other diseases for which your pet must be vaccinated.
    - NOTE: Puppies and kittens do not require a vaccination certificate as stated above; however, the pet must be in good health.
- c) Large enough to allow the animal to stand up and turn around and to lie in a natural position.
- C. Wheelchairs In compliance with federal law, wheelchairs or other types of mobility devices are accepted as checked baggage in addition to the passenger's baggage allowance at no additional charge. Some passengers may have more than one device to check. There is no additional fee.

The wheelchair is carried in the cargo compartment of the aircraft and is subject to the liability described in <u>Rule 230 - Claim Limits And Procedures</u>. Refer to <u>www.FlyFrontier.com</u> for more information regarding the carriage of wheelchairs.

Some types of aircraft flown by Frontier and regional affiliates cannot accommodate wheelchair stowage in the cabin. Two types of aircraft that can accept wheelchairs can accept the following types: manually powered, collapsible or non-collapsible, and electric-powered with spillable or non-spillable batteries. The two types of aircraft that can accept wheelchairs have the following requirements:

1) Airbus aircraft (319, 320) can accommodate one wheelchair in the cabin of the aircraft on a first-come, first-served basis.

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- a) The device may not exceed a height of 40 inches, a length of 50 inches, a width of 13 inches, and must weigh no more than 70 pounds. A larger device is accepted provided it collapses or folds to meet the maximum dimensions.
- b) The device is placed and stowed in the last row of seats and will be brought to the front of the aircraft after all the other passengers have deplaned.
- 2) ERJ-190 aircraft can accommodate one wheelchair in the cabin of the aircraft on a first-come, first-served basis.
  - a) The device may not exceed the following dimensions: 13 inches by 36 inches by 42 inches and must weigh no more than 90 pounds. A larger device is accepted provided it collapses or folds to meet the maximum dimensions.
  - b) The device is placed and stowed between the forward bulkhead and Row 1 aircraft right and the passenger can receive the wheelchair at arrival after all the other passengers have deplaned.
  - c) If the device is battery powered, the battery must be removed, placed in a wheelchair battery box, and stowed in the cargo compartment.
- D. Human Remains -- May be transported under certain conditions as follows:
  - 1) Crematory remains (human or animal) may be transported as carry-on or checked baggage.
    - a) The container must be made of a material such as wood or plastic that can be successfully screened by the Transportation Security Administration (TSA).
    - b) TSA will not open the container under any circumstances.
    - c) If the container cannot be screened, it will not be allowed.
    - d) If the urn is checked, it must be sufficiently packaged in a well-insulated and sturdy container. If the urn is carried on, it must meet carry-on baggage dimensions. Refer to <u>Rule 220 Baggage Allowance</u>
  - 2) Human remains in caskets are not accepted.
- E. Dry Ice (Carbon Dioxide, solid) -- May be transported under certain conditions as follows:
  - A maximum of 5.5 lbs of dry ice per passenger is accepted in checked or carry-on baggage.
  - 2) The cooler or package must permit the release of carbon dioxide gas. Styrofoam containers are not accepted.
  - 3) Dry ice in checked baggage is subject to a special handling fee of \$50 in addition to any other applicable baggage fees.

# Rule 205 - Checked Baggage and Carry-On Baggage

- A. Checked Baggage The Airline will check a passenger's baggage subject to the conditions specified below:
  - 1) Minimum cut-off times:
    - a. For domestic flights, check-in must be completed at least 45 minutes prior to departure.
    - b. For international flights, check-in must be completed at least 60 minutes prior to departure.
  - 2) Baggage must be checked at the airport prior to the minimum cut-off time. Due to government regulations that require 100% baggage screening, a passenger checking baggage at a ticket counter after the minimum cut-off time prior to the flight's departure may be denied boarding.

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- 3) The passenger's name, address, and telephone number must appear on the baggage.
- 4) The Transportation Security Administration (TSA) website contains a list of items that passengers are not permitted to check in baggage. Visit <a href="https://www.tsa.gov">www.tsa.gov</a> for a complete list of Prohibited Items.

### B. Carry-On Baggage

- 1) TSA limits carry-on items to one bag plus one smaller personal item per passenger. Refer to <u>Rule 220 Baggage Allowance</u>.
- 2) TSA's website contains a list of items that passengers are not permitted to carry on board an aircraft. Visit www.tsa.gov for a complete list of Prohibited Items.
- 3) The passenger is responsible for all items brought on board the aircraft. Items must be stored under a seat or in the overhead compartment approved for carriage of such baggage.
  - a) Portable Electronic Devices All electronic devices must be turned off and stowed for taxi, take-off, and landing. To avoid disturbances to the aircraft's electronic navigation equipment, certain portable electronic devices that receive and transmit an electronic signal cannot be used onboard the aircraft at any time. Devices that have an airplane-safe mode or do not transmit an electronic signal may be used onboard the aircraft once the flight attendant has confirmed that it is safe to use them.

EXCEPTION: It is permissible to use cellular and mobile phones and paging devices on the aircraft once the flight attendant has announced that it is safe.

# Rule 215 - Cabin-Seat Baggage

Cargo stowed inside the main cabin of the aircraft and occupying a passenger seat is referred to as Cabin-Seat Baggage or Cargo in the Cabin.

- A. Cabin-Seat Baggage May be transported on flights operated by Frontier, regional affiliates, and Codeshare flights. Cabin-seat baggage is not accepted on flights operated by Great Lakes Aviation. The following restrictions apply:
  - 1) The Airline charges 100% of the full adult fare for that portion of the trip on which the extra seat is used.
    - Additional baggage cannot be checked in under the Cabin Seat Baggage ticket.
  - 2) The item needs to be packaged or covered in a manner to avoid possible injury to passengers and crew.
  - 3) Cabin-seat baggage must be carried aboard the aircraft by the passenger.
  - 4) The item must fit in the seat without blocking aircraft signage or extending into the aisle and be secured with a seatbelt or other approved method.
  - 5) Certain seats may not accommodate cabin seat baggage. The Airline will assign seats as appropriate.
    - If the item must be accommodated into a STRETCH seat due to its size or at the passenger's request, the STRETCH seat fee applies.
  - 6) The Airline is not responsible for damage to cabin seat baggage carried in the passenger compartment of the aircraft.
  - 7) Cabin-seat baggage is not included as part of the passenger's baggage allowance and is not subject to excess baggage charges.

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# Rule 220 - Baggage Allowance

Standard checked baggage may not exceed 62 inches in linear dimension or weigh more than 50.0 pounds. Additional fees apply to items which exceed size and weight limitations. Refer to <u>Rule 225 - Excess, Oversize</u>, <u>and Overweight Baggage Charges</u>.

- A. The cost for each checked bag varies by the type of ticket purchased.
  - 1) Basic Tickets There is no free baggage allowance included with Basic tickets. Baggage fees apply to each checked bag. Refer to *Rule 225 Excess, Oversize, and Overweight Baggage Charges*.
  - 2) Economy Tickets -- There is no free baggage allowance included with Economy tickets. Baggage fees apply to each checked bag. Refer to <u>Rule 225 Excess, Oversize, and Overweight Baggage Charges</u>.
  - 3) Classic Tickets Passengers receive two free bags for tickets purchased on or before July 20, 2013 for travel on or before January 5, 2014. Passengers receive one free bag for tickets purchased on or after July 21, 2013 for travel on or after January 6, 2014.
  - 4) Classic Plus Tickets -- Passengers receive two free bags for tickets purchased on or before September 30, 2013 for travel on or before March 23, 2014. Passengers receive one free bag for tickets purchased on or after October 1, 2013 for travel on or after March 24, 2014.
  - 5) EarlyReturns® Summit members traveling with passengers in the same PNR or with immediate family members not in the same PNR may check two bags each at no charge for all types of tickets.
  - 6) EarlyReturns® Ascent members only may check two bags each at no charge for all types of tickets. Traveling companions whether or not in the same PNR are subject to all baggage fees.
  - 7) Active duty military personnel, reservists traveling with orders, and military personnel traveling in uniform may check bags at no charge for all types of tickets. This policy is for active duty military personnel only and does not extend to family members or traveling companions.

NOTE: Special/Fragile Item fees do apply.

- B. Baggage Allowance Exceptions -- The following Items may be checked or carried on at no charge.
  - 1) Medical Assistive Devices: Canes, crutches, braces, wheelchairs, etc. There is no limit to the number of mobility aids a passenger may check.
  - 2) Essential Infant or Child Items: Child restraint devices, car seats, strollers, and diaper bags when the infant is traveling.
- C. Carry-On -- A passenger may take one piece of carry-on baggage onto the aircraft. A charge may apply for the carry-on bag depending on the ticketed Fare Option.
  - 1) Airbus Aircraft:
    - Carry-on Baggage: Maximum dimensions are 10"H x 16"W x 24"L
    - Weight: Maximum 35 lbs
    - Items which exceed these dimensions or are in excess of the allowance will be gate checked. A gate check fee applies based on the passenger's Fare Option:
      - Economy, Classic and Classic Plus: \$25.00
      - Basic: \$100



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NOTE: Effective January 6, 2014, the fees for gate check items which exceed the carry on baggage dimensions or allowance will be:

• Economy, Classic and Classic Plus: \$35.00

Basic: \$100

2) Embraer Aircraft: The carry-on bag may not exceed dimensions of 11" in height x 16" in width x 24" in length.

EXCEPTION: Refer to Rule 195 - Conditions and Charges for Special Items for exceptions.

- D. Personal items -- In addition to the maximum allowances provided above, each passenger may carry one personal item on board the aircraft without charge.
  - 1) Personal items must fit underneath the seat in front of the passenger.
  - 2) Personal Item: Maximum dimensions are 8"H x 14"W x 18"L

# Rule 225 - Excess, Oversize, and Overweight Baggage Charges

All baggage is subject to charges in Paragraphs A, B, and C.

A. Excess Baggage Charges -- Baggage in excess of the maximum allowances specified in <u>Rule 220 - Baggage</u>
<u>Allowance</u> are accepted for transportation only upon payment of charges described below.

| Charges based on ticket purchase date and travel date  |  |         |                 |                    |
|--|--|---------|-----------------|--------------------|
|  | Basic &<br>Economy   | Classic | Classic<br>Plus | Summit &<br>Ascent |
| 1 <sup>st</sup> item for tickets purchased<br>on or after June 1, 2013 for travel<br>on or after July 11, 2013       | USD 20 at<br>FlyFrontier.com<br>online check-in<br>USD 25 at airport<br>check-in | Free    | Free            | Free               |
| 2 <sup>nd</sup> item for tickets purchased on or<br>before June 1, 2013 for travel on or<br>before November 13, 2013 | USD 20   | Free    | Free            | Free               |
| 2 <sup>nd</sup> item for tickets purchased on or after<br>June 2, 2013 for travel on or after<br>November 14, 2013   | USD 30   | Free    | Free            | Free               |
| 2nd item for tickets purchased on or after<br>July 21, 2013 for travel on or after<br>January 6, 2014                | USD 30   | USD 30  | Free            | Free               |
| 2nd item for tickets purchased on or after<br>October 1, 2013 for travel on or after<br>March 24, 2014               | USD 30   | USD 30  | USD 30          | Free               |
| 3 or more items for tickets purchased on or after February 17, 2013 for travel on or after July 11, 2013*            | USD 75   | USD 75  | USD 75          | USD 75             |
| * Charge applies per item  |  |         |                 |                    |

B. Oversize -- A fee of USD 75 applies to baggage exceeding 62 inches in linear dimension.

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C. Overweight -- A fee of USD 75 applies to baggage weighing more than 50.0 pounds. Baggage weighing 100.00 pounds or more is not accepted.

### D. Exceptions

- 1) EarlyReturns® Summit members traveling with passengers in the same PNR or with immediate family members not in the same PNR are subject to oversize and overweight charges as well as excess charges for three or more pieces of checked baggage.
- 2) EarlyReturns® Ascent members are subject to oversize and overweight charges as well as excess charges for three or more pieces of checked baggage.
- 3) A representative 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 flat fee of USD 25 per item. Effective January 6, 2014, the fee is USD 75 per item.
- 4) Active duty military personnel, reservists traveling with orders and military personnel traveling in uniform are exempt from excess, oversize and overweight baggage fees. This policy is for active duty military personnel only and does not extend to family members or traveling companions.

NOTE: Military personnel do pay special bag fees such as pet in cabin or dry ice fees.

# **Rule 230 - Claim Limits And Procedures**

### A. General

- 1) Liability, if any, for the loss of, or damage to baggage (whether checked or otherwise delivered into the Airline's custody) shall never exceed \$3,400 per ticketed passenger.
  - A passenger will be compensated for reasonable, documented direct damages up to the limit of liability, provided the passenger has made reasonable effort to minimize the amount of damage. Actual value for reimbursement of lost or damaged property will be determined by the documented original purchase price less any applicable depreciation.
- 2) Liability for wheelchairs, mobility aids, and assistive devices used by an individual with a disability if lost or damaged shall be up to the original purchase price of the device.
- 3) Passengers who incur incidental expenses as a result of delayed baggage delivery will be reimbursed per established Department of Transportation guidelines.

### B. Exclusion From Liability

- 1) When the ordinary standard of care has been exercised, the Airline is not liable for loss of, damage to, or delay in delivery of any perishables, liquids or fragile items which are unsuitably packed or which are included in a passenger's checked baggage, with or without the Airline's knowledge. Fragile items that are unsuitably packed will be checked upon execution of a Limited Release tag (refer to <u>Rule 190 Baggage Acceptance</u>). The Airline is not liable for damage to checked baggage that has a Limited Release form signed by the passenger.
- 2) The Airline is not liable for the following:
  - a) Baggage carried in the passenger compartment of the aircraft and remaining in the personal possession of the passenger.

NOTE: Assistance provided by crewmembers to properly store such items does not transfer liability to the Airline.

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- b) Items included in checked baggage, with or without the knowledge of the Airline, including:
- · optics
- orthotics
- keys
- medication
- surgical supports
- jewelry
- antiques
- heirlooms
- samples
- money
- precious metals
- natural fur products
- silverware
- irreplaceable items
- CDs

- DVDs
- collectibles
- dentures
- orthodontics
- negotiable papers
- securities
- artifacts
- paintings/works of art
- art supplies
- books
- toys
- business documents
- files
- blueprints
- manuscripts

- publications
- hand and power tools
- machinery and their parts
- sound reproduction equipment
- musical instruments
- photographic/video/electronic equipment and accessories
- computer equipment (including hardware, software and all accessories)
- unsuitably protected recreational and sporting equipment
- bags made from lightweight material not designed for shipping
- fragile articles or other similar valuable items and commercial effects
- c) Articles such as tents, sleeping bags, or other items that are strapped, taped, or tied to other pieces of baggage, which may become separated as a result of normal handling during transportation.
- d) Baggage of industry reduced-rate passengers and buddy pass riders.
- e) "Special" or "consequential" damages such as lost wages, ground transportation, temporary lodging, unavailability of keys, and other "inconveniences" or emotional distress resulting from damaged, delayed, or lost baggage.
- f) Expenses incurred for baggage checked after the minimum cut-off time, as an exception to the requirements stated in <u>Rule 205 Checked Baggage and Carry-On Baggage</u>, including delivery expenses, as a result of the baggage not being loaded on the same flight as the passenger.
- g) Damage to or loss of baggage, delays in delivery, or any related expenses when a ticket is used by any person other than the person to whom it was issued.
- h) Normal baggage wear and tear including:
  - i. scratches, small dents, rips and tears, and soiling
  - ii. torn, scratched, or missing handles, telescopic handles, straps, zippers, wheels or wheel casings
- i) Damage to baggage as a result of over-packing or misuse.
- j) Damage to internal contents if the baggage's exterior does not indicate such damage could occur.
- C. Declaration of Higher Value

Frontier does not offer value differential.

### D. Time Limitations

- 1) Preliminary Baggage Notice: The Airline is not liable for loss of, damage to, or delay in delivery of any baggage unless written preliminary notice is submitted in person by the passenger within 4 hours after the arrival of the flight on which the loss or damage is claimed to have occurred.
- 2) No claim for any loss of, damage to, or delay in the delivery of any property or baggage will be reviewed by the Airline unless written notice of the claim is provided within 45 days of the alleged incident.

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- 3) No legal action on any claim may be maintained against the Airline unless the action has commenced within 6 months from the date of the alleged incident.
- E. International Travel (including domestic portions of international itineraries)
  - 1) The Airline's liability for loss, delay or damage to checked baggage is limited as follows:
    - a) Warsaw Convention: For international travel where the Warsaw Convention applies, liability is USD
       9.07 per pound, or actual value, whichever is less, for checked baggage and USD 400 per passenger for unchecked baggage.
    - b) Montreal Convention: For international travel where the Montreal Convention applies, liability for loss, delay, or damage to baggage is limited to 1,131 Special Drawing Rights per ticketed passenger.
      - i. The conversion rate in effect on the date of loss is used for determining maximum liability amount.
      - ii. Exchange rates are available online at <a href="www.imf.org">www.imf.org</a>.

# Rule 240 - Failure to Operate on Schedule or Failure to Carry

- A. General The provisions of this rule apply to any ticketed passenger with a confirmed reservation on a flight who does not use the ticket for one of the reasons named in this rule.
- B. Schedule Irregularity When a passenger is delayed because of a schedule irregularity or the passenger's reservation is cancelled according to *Rule 135 Cancellation of Reservations*:
  - 1) Liability
    - a) Except to the extent provided in this rule, the Airline is not liable for failure to operate any flight according to schedule or for changing the schedule or type of equipment used on any flight, with or without notice to the passenger.
    - b) In the occurrence of a force majeure event, the Airline may cancel, divert, or delay any flight without liability except to refund a ticket in the original form of payment in accordance with <u>Rule 260 Involuntary Refunds</u>.
  - 2) Delay, Misconnection, or Cancellation To the extent possible, onward transportation will be provided to passengers who experience a delay or misconnection due to a schedule irregularity. The Airline will transport passengers on its own route system without stopover on its next available flight at no additional cost.
    - a) If the Airline is unable to provide onward transportation over its own route system that arrives within 3 hours of the passenger's original itinerary, the Airline will:
      - i. Attempt to arrange for the passenger's transportation on another carrier or combination of carriers if available with whom the Airline has Ticketing and Baggage agreements for such transportation.
      - ii. Provide a refund of the unused portion of the ticket if the passenger chooses not to travel.
    - b) The Airline has no obligation to accept another carrier's ticket that does not reflect a confirmed reservation, unless the issuing carrier reissued the ticket for any changes in routing. In the event the other carrier is not able to do so, the Airline reserves the right to reroute passengers only over its own route system between the points named on the original ticket.
    - c) For purposes of involuntary reroute on the day of travel, the following groups of cities are considered to be the same point. If Frontier, with the passenger's approval, is able to provide accommodations to one of the approved alternate cities, Frontier has met its obligation for transport to the final destination.

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- Baltimore/Dulles/Washington National
- Bloomington/Champaign/Peoria
- Branson/Springfield
- Chicago-O'Hare/Chicago-Midway/Rockford
- Cleveland/Canton-Akron
- Dallas-Ft. Worth/Dallas-Love Field
- Denver/Colorado Springs
- Detroit/Flint
- Farmington/Durango/Cortez
- Ft. Lauderdale/Miami/West Palm Beach
- Houston-Intercontinental/Houston-Hobby
- Los Angeles/Burbank/Ontario, CA/Long Beach/Orange County
- Madison, WI/Rockford
- Newport News/Norfolk
- NY -- La Guardia/JFK Airport/Newark/White Plains/Long Island
- Orlando/Daytona Beach/Melbourne, FL
- Orlando/Tampa
- San Francisco/San Jose, CA/Oakland
- Trenton, NJ/Philadelphia, PA/Wilmington, DE
- C. Schedule Change Prior to Day of Travel -- When a passenger is delayed because of a change in the Airline's schedule, arrangements will be made to:
  - 1) Transport the passenger over its route system to the destination, next stopover point, or connecting point shown on its portion of the ticket, without stopover when possible.
  - 2) Refund the cost of the ticket or unused portion of the ticket in accordance with <u>Rule 260 Involuntary</u> <u>Refunds.</u>
- D. Amenities/Services for Delayed Passengers
  - 1) Lodging Passengers will be provided one night's lodging when a flight on which the passenger is being transported is:
    - a) Diverted between the hours of 10:00 p.m. and 6:00 a.m. to an unscheduled point with a delay expected to exceed 4 hours.
    - b) Late causing a passenger to miss a connecting flight and alternate transportation is not available until after 6:00 a.m. the next day.
      - EXCEPTION: Hotel accommodations will not be furnished to a passenger whose trip is interrupted at any point en route when the interruption is due to uncontrollable situations.
  - 2) Ground Transportation -- Any ground transportation provided will be via public transportation.
  - 3) Extraordinary Circumstances -- Amenities will be provided consistent with special needs or circumstances, as deemed reasonably necessary to maintain the safety or welfare of certain passengers such as those individuals with a disability or unaccompanied children.
  - 4) Snacks/Meals -- A passenger will be provided with a voucher to purchase one snack or meal if delayed at least 4 hours for controllable situations.



| Туре      | Time          | Amount |
|-----------|---------------|--------|
| Snacks    | 8pm - 4:59am  | USD 5  |
| Breakfast | 5am - 10:59am | USD 10 |
| Lunch     | 11am - 4:59pm | USD 10 |
| Dinner    | 5pm - 7:59am  | USD 15 |

E. Carriers in Default – Passenger tickets or related transportation documents issued by any carrier that is in substantial default to its interline obligations or that voluntarily or involuntarily has become the subject of a bankruptcy proceeding ("the defaulting carrier") may or may not be accepted for travel on Frontier at the Airline's sole discretion.

### **EXCEPTION:**

Tickets issued by the defaulting carrier or its authorized agent prior to the default are accepted solely for transportation, provided the tickets were issued by the defaulting carrier in its capacity as an agent for the Airline and specified transportation via the Airline. When tickets are accepted, no adjustments in fare will be made that would require a refund to the passenger.

- F. Strike/Work Stoppage -- In the event of a strike that causes any cancellation or suspension of operation on another carrier, the provisions of this rule will not apply with respect to passengers holding tickets for transportation on that carrier who are traveling on a Frontier flight for onward transportation.
- G. Extended Onboard Ground Delays -- In accordance with DOT regulations, Frontier maintains and complies with a separate Contingency Plan for Lengthy Tarmac Delays. Frontier's Contingency Plan for Lengthy Tarmac Delays may be found on Frontier's website (<a href="www.FlyFrontier.com">www.FlyFrontier.com</a>). Frontier's Contingency Plan for Lengthy Tarmac Delays is not guaranteed, is subject to change without notice, and is not part of this Contract of Carriage.

For customers traveling on an itinerary operated by a codeshare partner, Frontier's Contingency Plan for Lengthy Tarmac Delays does not apply. Please contact a specific codeshare partner for a copy of their Contingency Plan for Lengthy Tarmac Delays. Frontier Reservations 800-432-1359 can provide contact phone numbers for all codeshare partners.

# **Rule 245 - Denied Boarding Compensation**

When a seat cannot be provided due to an inadequate number of seats for the number of passengers holding confirmed reservations (overbooking), the actions described in this Rule will be taken.

### A. Voluntary

1) Request for Volunteers – Passengers on a flight with an overbooking will be encouraged to voluntarily relinquish their seats in exchange alternate travel and for compensation in the form of an electronic certificate for future transportation on the Airline. The request for, and selection of, volunteers will be in a manner determined solely by the Airline.

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### B. Involuntary

- 1) Boarding Priorities Volunteers will be solicited to relinquish seats for an oversold flight, but when a volunteer cannot be found, a passenger who checks in after all seats have been assigned will be denied boarding.
- 2) Amount of Compensation -- Per 14 CFR 250.5, the Airline will compensate a passenger for involuntary denied boarding based on the new arrival time after the originally scheduled arrival time as follows:

| Domestic                                | International                           | Compensation                                  |
|---|---|---|
| New arrival time within :59             | New arrival time within :59             | No Compensation                               |
| New arrival time within 1 - 1:59        | New arrival time within 1 - 3:59        | 200% (2x) of the one-way fare up to<br>\$650  |
| New arrival time within 2 hours or more | New arrival time within 4 hours or more | 400% (4x) of the one-way fare up to<br>\$1300 |

NOTE: Per 14 CFR 250.6(b), the Airline is not obligated to provide compensation for denied boarding when an aircraft of lesser capacity is substituted due to operational or safety reasons.

- 3) Exceptions to Eligibility Per 14 CFR 250.6, Denied Boarding Compensation will not be paid if:
  - a) The passenger is asked to deplane by a crewmember due to Rule 35 Refusal to Transport.
  - b) The passenger is accommodated on another flight scheduled to arrive within 1 hour of the original arrival time.
  - c) The passenger checked in after the established cut off time prior to the scheduled departure time. Refer to paragraph A.1 in <u>Rule 135 Cancellation of Reservations</u>.
  - d) The passenger is unavailable for boarding at the departure gate at least 15 minutes prior to departure. Refer to paragraph A.2 in *Rule 135 Cancellation of Reservations*.
  - e) An aircraft with lesser capacity is substituted for operational or safety reasons; or, an aircraft with 60 or fewer seats is unable to accommodate passengers due to weight/balance restrictions for operational or safety reasons.

### C. Voluntary and Involuntary

- 1) Onward Transportation for Passengers Denied Boarding
  - a) A passenger will be transported who has been denied boarding, whether voluntarily or involuntarily, on its next available flight on which space is available and at no additional cost to the passenger.
  - b) If onward transportation cannot be provided on the Airline's own route system within 3 hours, the Airline will attempt to arrange for transportation, at no additional cost to the passenger, on the first available flight of another airline with which the Airline has a Ticketing and Baggage agreement.
  - c) If a passenger who has been denied boarding voluntarily or involuntarily wishes to modify the travel date, the ticket will be honored for travel within 72 hours at no additional cost.

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- 2) Electronic Travel Certificates
  - a) Passengers denied boarding will be compensated with an Electronic Travel Certificate good for transportation on the Airline. Passengers denied boarding involuntarily can request monetary compensation in lieu of the electronic certificate. The electronic certificate has no refund value and may be issued only by the Airline.
  - b) Terms and Conditions:
    - i. The Electronic Travel Certificate is:
      - Used as payment to a new ticket for any flight operated by Frontier Airlines and its regional affiliates. Only one electronic certificate may be redeemed per ticket at the time of purchase.
      - Valid for 6 months from the date of issue.
      - Nontransferable must be redeemed for a ticket in the name of the person to whom it was issued.
      - Void where prohibited by law.
    - ii. The Electronic Travel Certificate cannot be:
      - Applied to fees or other charges.
      - Redeemed for group travel.
      - Combined with other promotions, vouchers or discounts.
      - Redeemed for cash.

NOTE: If the ticket price is less than the Electronic Travel Certificate amount, the Airline does not return the residual value of the certificate.

- c) Changes to an itinerary booked with an Electronic Travel Certificate may result in a change fee and any additional fare difference based on the rules of the issued ticket.
- d) The Airline assumes no liability to identify person(s) redeeming an Electronic Travel Certificate in the event the person is not the original recipient.
- 3) Time of Offer and Payment of Compensation

The offer of compensation for overbooking will be made by the Airline on the day and at the place where the failure to provide confirmed space occurred. If accepted, compensation will be given to the passenger. If the alternative transportation arranged for the passenger's convenience departs before the payment can be made, payment will be made by mail or other means within 24 hours after the denied boarding occurs.

Acceptance of any Denied Boarding Compensation constitutes full compensation for damages incurred by the passenger as a result of the Airline's failure to provide the passenger with a confirmed seat.

# **Rule 260 - Involuntary Refunds**

- A. Involuntary refunds are provided when the Airline is unable to accommodate the passenger. Upon surrender of the passenger's unused ticket or portion of the ticket, pursuant to <u>Rule 35 Refusal to Transport</u>, <u>Rule 50 Child Passengers</u>, or <u>Rule 240 Failure to Operate on Schedule or Failure to Carry</u>, the refund amount will be:
  - 1) If no portion of the ticket has been used, the refund amount will be equal to the fare and charges paid for the ticket issued to the passenger.



- 2) If a portion of the ticket has been used:
  - a) One-way fare purchased
    - i. If travel was terminated at origination, the refund will be equal to the fare paid for the unused segments.
    - ii. If travel was terminated at an intermediate or stopover point, the refund will be equal to the fare paid from the point of termination to the destination or to the point at which transportation is to resume and will be the lowest one-way fare for the class of service paid for minus any discount.
  - b) Round-trip or excursion fare purchased-the refund will be equal to the unused portion of the ticket.

### Rule 265 - Refunds

- A. General When <u>Rule 35 Refusal to Transport</u>, <u>Rule 240 Failure to Operate on Schedule or Failure to Carry</u>, or <u>Rule 260 Involuntary Refunds</u> are not applicable and a passenger requests that a ticket issued by the Airline or a ticket indicating the Airline in the itinerary be refunded, a refund will be provided to the passenger according to the following conditions:
  - 1) Refundable Tickets:
    - a) If the ticket is totally unused, the full amount paid is refunded.
    - b) If the ticket is partially used, the refund is the difference between the fare paid and the fare for the transportation actually used as determined by the applicable rules.
  - 2) Nonrefundable Tickets Passengers who purchase restricted, nonrefundable tickets are not eligible for refunds, except as provided in *Rule 260 Involuntary Refunds*.
  - 3) The Airline assumes no obligation to issue a voluntary refund unless the ticket was issued on the Airline's ticket stock.
  - 4) An application for a refund request must be submitted prior to the ticket's expiration date.
  - 5) All refunds will be subject to government laws, rules, regulations, or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made.
  - 6) All refund requests are subject to review and audit by the Airline.
  - 7) Frontier will not refund or replace paper tickets that have been damaged, mutilated, destroyed, or stolen unless a police report is provided and the passenger completes a Refund Application.
  - 8) Refunds are made in the currency used to purchase the ticket.
  - 9) A processing fee may be assessed and deducted from the refund amount of a ticket.
  - 10) To ensure prompt refund, the passenger must submit all required documentation and information including:
    - a) Ticket submitted before the expiration date. Tickets expire 1 year from the date of issue.
    - b) Original unused flight coupons for paper tickets or ticket number for electronic tickets
    - c) Brief written explanation
    - d) Name, address, and at least one telephone number
    - e) Form of payment used to purchase the ticket

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- B. Person to whom the refund is made.
  - 1) A ticket refund will be provided only to the original purchaser's form of payment except as provided below.
    - a) Tickets refunded as follows:

| Payment Type   | Refunded To  |
|--|--|
| Universal Air Travel Plan  | The subscriber against whose account the ticket was charged  |
| Transportation Request issued by a government agency other than a U.S. government agency | The government agency that issued the transportation request   |
| U.S. Government Transportation<br>Request  | The U.S. government agency that issued the U.S. Government Transportation Request with a check payable to the "Treasurer of the United States" |
| Credit Card  | The account of the person to whom the credit card was issued   |
| Cash or Check (personal checks not accepted on or after October 28, 2013)                | A check issued to the person named on the ticket.  |
| Electronic Travel Certificate  | Refunded to a new electronic certificate   |

- 2) Tickets refunded to a person other than the passenger:
  - a) If, at the time of application for refund, evidence is submitted that a company purchased the ticket on behalf of its employee or a travel agency has made a refund to its client, the refund will be made directly to the employee's company or the travel agency.

# Rule 270 - Voluntary Refunds (Passenger Requested)

A refund of a ticket issued on Frontier ticket stock may be requested under the following circumstances:

- A. Death -- In the event of a passenger's death, the unused portion of the ticket will be refunded to the passenger's estate provided the Airline receives proper documentation.
  - 1) Documentation includes an original or copy of a death certificate, memorial card, or funeral card.
  - 2) Fees may apply.
- B. Long-term Illness In the event of a long term illness of a passenger, the unused portion of the ticket will be refunded provided proper documentation is received.
  - 1) The illness or incapacity must be certified in writing by a physician specifying that the passenger is unable to complete travel during the ticket's validity period. The certification must be signed and dated on the physician's or hospital's letterhead. The original certification must be surrendered with the refund request.
  - 2) Fees may apply.
- C. Jury Duty/Subpoena If a passenger is called to jury duty or receives a subpoena that conflicts with the travel dates, a refund may be made.
  - 1) Written proof of the summons or subpoena must be submitted demonstrating that the dates conflict with the travel dates.

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- 2) Fees may apply.
- D. Military -- If an active duty military passenger receives new or revised military orders that conflict with the travel dates, a refund will be made.
  - 1) Written proof of the military orders must be submitted demonstrating that the orders conflict with the travel dates.
  - 2) No fees apply.
- E. Delay A refund will be made for delays of more than 3 hours after scheduled departure time, for any reason, if the passenger chooses not to travel.
  - 1) No fees apply.
- F. Cancellation -- A refund will be made if the flight is canceled for any reason and the passenger chooses not to travel on an alternate flight.
  - 1) No fees apply.
- G. Lost Tickets
  - 1) Amount of Refund -- When a passenger loses a Frontier paper ticket or the unused portion thereof, the carrier that issued the original ticket will make a refund of the replacement ticket if no portion of the original ticket has been used and the passenger purchases a new ticket covering the same transportation as the lost ticket. The refund will be the amount equal to the replacement ticket's base fare, taxes, and security fees paid, even if the original ticket was nonrefundable.

NOTE: A refund will not be issued if the original ticket was nonrefundable and no replacement ticket was purchased.

- 2) Application for Refund
  - a) Time Limits A refund will be made in accordance with E) Paragraph 1 Amount of Refund provided a refund application has been made prior to the expiration date of the lost ticket. Frontier will issue refunds for refundable tickets within 7 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.
  - b) Form of Application A Refund Application must be completed and submitted with the passenger's original signature.
  - c) Where To File The passenger may submit the application by mailing it directly to the Frontier Airlines, Attn: Ticketing/Refunds Department, 555 Air Cargo Way, Milwaukee, WI 53207 for a Frontier flight. The application may also be submitted at a Frontier ticket counter or an IATA Travel Agency.
  - d) When payable For nonrefundable paper tickets, a waiting period of up to 60 days on lost tickets is necessary, primarily to ensure the ticket is not used. A refund will be processed at the end of the waiting period subject to Paragraphs e) and f).
    - NOTE: Any ticket not issued by Frontier will be forwarded to the issuing airline for handling.
  - e) Previous Use or Refund A refund will be provided for the lost ticket or lost portion thereof if the lost ticket has not been previously honored for transportation or refunded to another person.
  - f) Indemnity The Airline does not assume liability for failure to identify the person using or presenting a ticket for refund as being the true owner of the ticket.
  - g) Refund Payment Refund is applied to the form of payment on the replacement ticket.

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3) Processing Fee – A processing fee will be applied and deducted from the refund amount.

# **Rule 392 - Returned Check Service Charge**

Personal checks not accepted on or after October 28, 2013.

A service charge will be assessed for each returned check. The amount of the service charge is dependent upon which state the check was written in and the amount charged will be the maximum allowed by each respective state. This charge is nonrefundable and is not subject to any discount.

### Rule 394 - Codeshare Service

A portion of travel for some itineraries marketed by Frontier may be provided by Republic and codeshare partner Great Lakes Airlines. If any carrier other than Frontier is operating a flight sold under the Frontier, the carrier will be identified in schedules and in written or oral communications during the booking process. Except where specifically noted, all terms of transportation applicable to Frontier specified in these conditions of carriage apply to Frontier flights operated by Frontier and Republic and to codeshare flights when marketed by Frontier. Various fees (e.g., change fees, baggage fees) and policies based on aircraft restrictions are dependent on the operating carrier. In the event that the operating carrier's terms differ from anything stated in this Contract of Carriage, the more restrictive set of rules will apply.