



Contract of Carriage – Republic Airways

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The following contract of carriage applies to public charter flights operated in accordance with 14 CFR 380 only. For flights operated in conjunction with our airline partners, please reference the partner's contract of carriage.

Introduction

The following terms and conditions apply to all air transportation operated by Republic Airways, whether a ticket for such transportation was sold by Republic or its authorized agents (including others acting on behalf of Republic). 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 Republic 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 The terms and conditions of this Contract of Carriage are superseded by any security directive issued by the Transportation Security Administration, other government entities, and any other foreign government for as long as such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.

Where to Obtain a Contract of Carriage

This document is available for public inspection at all Republic Airways locations. Copies may be obtained by visiting the Republic Airways web site at www.rjet.com or by writing to:

Republic Airways
Manager of Customer Relations
8909 Purdue Road, Suite 300
Indianapolis, Indiana 46268

Definitions

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

Airline -- Subsidiaries of Republic Airways Holdings, Inc. including Republic Airways

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.

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.

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.

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

Controllable Situations - Delays, cancellations, or service delivery failures considered within Republic'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.

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.

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

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 Republic or others, or any fact not reasonably foreseen, anticipated, or predicted by airlines.

Immediate Family -- Spouse, significant other, children, parents, sisters, brothers, grandparents, grandchildren, aunts, uncles, nieces, and nephews. Note: 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.

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.

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 Republic.

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.

Republic Airways -- YX

Routing -- The allowable intermediate airport via which transportation may be provided.

Round-trip -- From Point A to Point B and back to Point A.

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.
- Schedule Changes.

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.

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.

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.

Uncontrollable Situations - Flight delays or cancellations out of Republic'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 Republic or another airline with whom Republic 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, which ever may be 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.

Rule 1 - Tariff Application

A. Consequential Damages -- The purchase of a ticket does not guarantee transportation. Republic 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, Republic'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 Republic ticket stock and validated with an official Republic validation by an authorized employee, by the Republic website at www.Republicairlines.com, by an appointed agent, or other person authorized to issue Republic 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 1: 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.

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 *Rule 100 - Tickets*), 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

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 1: 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.

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., 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, Portable Oxygen Concentrators, 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. Republic 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 Republic's website or obtain a medical statement from his/her physician addressing the points on the POC Medical Authorization form.

NOTE: Contact Republic 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. 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 [Rule 245 - Denied Boarding Compensation](#). 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. Republic 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 four hours, at least two armed or unarmed law enforcement officers must accompany up to two prisoners.
- 3) Republic requires 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) 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.

12) Who fails or refuses to comply with the Airline's rules and regulations.

13) 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.

14) 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.

NOTE 1: The Airline is not liable for its refusal to transport any passenger in accordance with the circumstance listed above. The Airline will, however, at the request of the passenger, provide a refund.

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.

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 15 years old may not travel unaccompanied.
- 2) Passengers 15–17 years old are accepted for unaccompanied travel without restrictions.

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.

D. International Operations

- 1) The Airline accepts any passenger over the age of 15 to travel unaccompanied to Mexico or Canada.
- 2) Children 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 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.

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.

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 Qualified Individuals 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.

D. Service Animals Trained for Emotional Support/Therapeutic -- Passengers must 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.
- 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 Republic Ticket Stock. Only electronic tickets are issued for travel on Republic or its regional affiliates. However, paper tickets from other airlines may be accepted for travel at Republic's sole discretion.

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 1: 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 Republic 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, Republic shall be deemed to have provided the service purchased. Republic shall have no obligation of any kind to reschedule such passengers or to provide them with any refund or other credit.

Although Republic may choose to re-route or otherwise accommodate passengers who fail to use nonrefundable tickets (including pursuant to the Two-Hour Rule for passengers who arrive at the airport within 2 hours of the scheduled departure time), any such accommodation is in Republic'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 Republic does not accommodate such passenger on a future flight. Republic shall have no obligation to

reschedule such passengers or to provide them with any refund or other credit.

EXCEPTION 1: 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 Republic 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 Republic 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 1: Validated tickets are not honored if reservations are cancelled according to *Rule 135 - Cancellation of Reservations*, 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, *Rule 245 - Denied Boarding Compensation* governs the Airline's obligation to the passenger.

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:

- 1) For domestic flights (within the continental United States and Alaska), check-in must be completed at least 30 minutes prior to departure whether or not checking bags.
- 2) Reservations and seat assignments are subject to cancellation for passengers who fail to make themselves available for boarding at the departure gate at least 10 minutes prior to departure.
- 3) 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.
- 4) 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.

5) 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.

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:

- 1) If the reservation was cancelled according to Paragraph A, the Airline will reroute in accordance with the *Two-Hour Rule* (see *Definitions*).
- 2) 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 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.

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. For provisions on acceptance and transportation of animals, see [Rule 55 - Service Animals](#).

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 [Rule 195 - 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 [Rule 220 - Baggage Allowance](#) for baggage requirements including dimensions (linear inches = height + width + length). Carry-on items may not exceed the baggage allowance dimensions.

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. 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 [Rule 230 - Claim Limits And Procedures](#).

- 1) All types of wheelchairs are accepted: manually powered, collapsible or non-collapsible and electricpowered with spillable or non-spillable batteries.

B. Dry Ice (Carbon Dioxide, solid) -- May be transported under certain conditions as follows:

- 1) 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.

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 30 minutes prior to departure whether or not checking bags unless otherwise notified.
 - 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.
- 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 www.tsa.gov for a complete list of Permitted and Prohibited Items.

B. Carry-On Baggage

- 1) TSA limits carry-on items to one bag plus one smaller personal item per passenger. Refer to [Rule 220 - Baggage Allowance](#).
- 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 Permitted and 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 Republic 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.
- 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.

Rule 220 - Baggage Allowance

Standard checked baggage may not exceed 62 inches in linear dimension or weigh more than 50.0 pounds.

A. Domestic Baggage -- For flights within the United States, each passenger is allowed one piece of checked baggage.

B. International Baggage -- Passengers traveling to/from an international destination on Republic may check, at no charge, one bag that meets size and weight restrictions.

C. Baggage Allowance Exceptions -- The following Items may be checked or carried 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.

D. Carry-On -- A passenger may take one piece of carry-on baggage onto the aircraft without charge.

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

E. 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 beneath the seat in front of the passenger or in the overhead compartment.
- 2) Personal items include, but are not limited to, a handbag or pocketbook of reasonable size, a briefcase, small backpack, or hand-carried laptop.

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 \$3,300 per ticketed passenger. The liability limit increased to \$3,400 per ticketed passenger for travel beginning on or after June 6, 2013.

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 [Rule 190 - Baggage Acceptance](#)). 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.

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 [Rule 205 - Checked Baggage and Carry-On Baggage](#), 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) Republic assumes no liability for minor wear and tear damage such as:

i. scratches, small dents, rips, cuts, tears, scuffs, stains and soiling.

ii. torn, scratched or missing handles, telescopic handles, straps, zippers.

iii. protruding parts including but not limited to feet, pockets, hanger hooks, wheel casings, pull straps and pull handles.

- 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

Republic 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.
- 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 www.imf.org.

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 [Rule 260 - Involuntary Refunds](#).

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. Schedule Change -- 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 [Rule 260 - Involuntary Refunds](#).

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:

- i. To a passenger whose trip is interrupted at a city that is within 100 miles of the passenger's permanent residence.
- ii. 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. 3 to 6 Hour Delay: one meal
- b. 6 to 8 Hour Delay: a second meal
- c. 8 to 12 Hour Delay: a third meal
- d. 12+ Delay: a fourth meal

- e. Meal shall include delivery of food to passengers in the gate area or monetary allowances per passenger not exceeding \$7 for breakfast or snack, \$10 for lunch, \$15 for dinner.

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 Republic at the Airline’s sole discretion.

EXCEPTION 1: 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 Republic flight for onward transportation.

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.

The Passengers Ticket will be refunded within 7 days .

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 [Rule 35 - Refusal to Transport](#), [Rule 50 - Child Passengers](#), or [Rule 240 - Failure to Operate on Schedule or Failure to Carry](#), 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 270 - Voluntary Refunds (Passenger Requested)

A refund of a ticket issued on Republic 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.

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.

<u>Payment Type</u>	<u>Refunded To</u>
Credit Card	The account of the person to whom the credit card was issued
Cash or Check	A check issued to the person named on the ticket.
Electronic Certificate/Paper Voucher	Refunded to a new electronic certificate
Universal Air Travel Plan	The subscriber against whose account the ticket was charged
Transportation Request issued by a government agency	The government agency that issued the transportation request
U.S. Government Transportation Request other than a U.S. government agency	The U.S. government agency that issued the U.S. Government Transportation Request with a check payable to the "Treasurer of the United States"

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 -- For delays of more than 3 hours after scheduled departure time, for any reason, if passenger chooses not to travel.

1) No fees apply.

F. Cancellation -- If the flight is cancelled for any reason and the passenger decides not to travel and chooses not to be rebooked.

1) No fees apply.

G. Lost Tickets

1) Amount of Refund -- When a passenger loses a Republic 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 1: 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. Republic 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 Republic Airways, Attn: Ticketing/Refunds Department, 8909 Purdue Road, Ste 300, Indianapolis, IN 46268 for a Republic flight.

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 Republic 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.

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