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Carrier: Hawaiian Airlines

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**Title Page**

Airline Tariff Publishing Company, Agent  
International Passenger Rules and Fares

Tariff No. HA1

containing  
Local Rules, Fares & Charges  
on behalf of

Hawaiian Airlines, Inc.

Applicable to the  
Transportation of Passengers and Baggage  
between points in

USA  
and points in  
Areas 1/2/3

For list of participating carriers, see IPGT-1, DOT:581, CTA:373

This tariff is governed, except as otherwise provided herein, by Maximum Permitted Mileage Tariff No. MPM-1, DOT:424, CTA:239; Aircraft Type Seating Configuration Tariff No. TS-2, DOT:220, CTA:111; and International Passenger Governing Tariff No. IPGT-1, DOT:581, CTA:373 issued by Airline Tariff Publishing Company, Agent, supplements thereto and reissues thereof.

Issued by:

Tariff: HA1  
Carrier: Hawaiian Airlines - HA

DOT No. 603

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Airline Tariff Publishing Company, Agent

## Table of Contents

Title Page .....	1
Table of Contents .....	3
Rule 1 Definitions .....	4
Rule 2 Standard Format of Electronic Rules – For Tariff Filing .....	16
Rule 4 Restricted Items .....	25
Rule 5 Application of Tariff .....	31
Rule 8 Guest with Disabilities, Breathing Devices and Pre-Planned Oxygen Service .....	35
Rule 10 Airport Lounge Facilities .....	41
Rule 25 Refusal to Transport - Limitations of Carrier .....	42
Rule 35 Passenger Expenses En Route .....	48
Rule 40 Taxes .....	50
Rule 45 Administrative Formalities – Passports, Visas and Tourist Cards .....	51
Rule 55 Liability of Carriers .....	53
Rule 56 Service Animals .....	61
Rule 65 Tickets .....	69
Rule 76 Returned Check Charge .....	76
Rule 85 Schedules, Delays and Cancellation of Flights .....	82
Rule 87 Denied Boarding Compensation .....	86
Rule 90 Refunds .....	91
Rule 95 Amenities/Services for Delayed Passengers .....	97
Rule 97 Acceptance of Baggage .....	100
Rule 100 Conditions and Charges for Acceptance of Special Items .....	102
Rule 105 Acceptance of Pets For International Travel .....	121
Rule 110 Checked and Carry-on Baggage .....	127
Rule 115 Baggage Allowance .....	130
Rule 123 Excess Baggage Charges .....	133
Rule 125 Excess Value Charges for Baggage .....	137
Rule 130 Fares .....	139
Rule 135 Stopovers .....	145
Rule 200 Acceptance of Children .....	146
Rule 500 Passengers on Stretchers .....	149

## Rule 1 Definitions

As used herein:

Add-on fare: see "Arbitrary"

Africa means the area comprised of all the countries on the continent of Africa, other than Algeria, Morocco, Sudan, Tunisia, and Egypt, but including the following islands: Cape Verde, Comoro, Fernando Poo, Malagasy, Mauritius, Reunion, SAO Tome and Seychelles. animals (Applicable between Canada and Puerto Rico/Virgin islands) in addition to the usual connotation, include reptiles, birds, poultry and fish.

Arbitrary means an amount published for use only in combination with other fares for the construction of through fares. it is also referred to as "proportional fare", "basing fare", and "add-on fare".

Area no. 1 means all of the North and South American continents and the islands adjacent thereto; Greenland, Bermuda, the West Indies and the islands of the Caribbean sea, the Hawaiian Islands (including Midway and Palmyra).

Area no. 2 means all of Europe (including that part of the Russian Republic in Europe) and the islands adjacent thereto; Iceland, the Azores, all of Africa and the islands adjacent thereto; Ascension Island; that part of Asia lying west of and including Iran, Islamic Republic of.

Area no. 3 means all of Asia and the islands adjacent thereto except that portion included in Area no. 2; all of the East Indies, Australia, New Zealand, and the islands adjacent thereto; the islands of the Pacific Ocean except those included in Area no. 1.

Australasia means Australia, New Caledonia, New Zealand; New Hebrides, Fiji, Samoa, Cook Islands, Tahiti and the islands adjacent thereto.

Baggage, which is equivalent to luggage, means, such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his trip. unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

Banker's buying rate means the rate at which, for the purpose of the transfer of funds through banking channels (i.e. other than transaction in bank notes, travellers cheques and similar banking instruments), a bank will purchase a given amount of foreign currency in exchange for

one unit (or units) of the national currency of the country in which the exchange transaction takes place.

Banker's selling rate means the rate at which, for the purpose of the transfer of funds through banking channels (i.e. other than transactions in bank notes, travellers cheques and similar banking instruments), a bank will sell a given amount of foreign currency in exchange for one unit (or units) of the national currency of the country in which the exchange transaction takes place.

Baggage check means those portions of the ticket which provide for the carriage of passenger's checked baggage and which are issued by carrier as a receipt for passenger's checked baggage.

Baggage tag means a document issued by carrier solely for identification of checked baggage, the baggage (strap) tag portion of which is attached by carrier to a particular article of checked baggage and the baggage (claim) tag portion of which is given to the passenger.  
basing fare: see "Arbitrary"

Calendar month - period of time starting with any day in a month, identified by number, and ending with the same day of the following month. when the same day does not occur in the following month this period ends on the last day of that month.

Calendar week means a period of seven days starting at 12:01 a.m. Sunday and ending at 12:00 p.m. of the following Saturday; provided that when a carrier offers only once a week service between two points, it shall mean a period of eight days commencing with 12:01 a.m. on the day the flight operates.

Caribbean area means the area comprising:

- (A) (Not applicable between Canada and Puerto Rico/Virgin islands) Anguilla, Antigua, Bahamas, Barbados, Bermuda, British Virgin Islands, Cayman Islands, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Leeward islands, Martinique, Montserrat, Netherlands Antilles, Nevis, St. Kitts, St. Lucia, St. martin, St. Vincent, Trinidad, Tobago, Turks and Caicos islands, West Indies and windward islands.
- (B) (Applicable between Canada and Puerto Rico/Virgin islands.) Antigua, Bahama islands, Barbados, Bermuda, Cayman Islands, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Netherlands Antilles, St. Kitts, St. Lucia, St. martin, St. Vincent, Trinidad/ Tobago.

carriage, which is equivalent to transportation, means

carriage of passengers and/or baggage by air, gratuitously or for hire.

Carrier means the air carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his baggage thereunder or perform or undertake to perform any other services related to such air carriage.

Central Africa means the area comprising Malawi, Zambia and Zimbabwe.

Central America means the area comprising Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua and Panama.

Circle Trips means travel from a point and return thereto by a continuous, circuitous air route; provided that where no reasonable direct scheduled air route is available between two points, a break in the circle may be travelled by any other means of transportation without prejudice to the Circle Trip.

Civil Aeronautics Board means Department of Transportation.

Conjunction ticket means two or more tickets concurrently issued to a passenger and which together constitute a single contract of carriage.

Consequential damages means damages which are reasonable out of pocket expenses and other provable damages incurred by passenger as the consequence of the loss, damage, or delay in the delivery of such personal property.

Continental U.S.A. or continental United States each means the District of Columbia and all states of the United States other than Alaska and Hawaii.

Convention means 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 ("Warsaw convention"), or the convention for the unification of certain rules for international carriage by air signed at Montreal, May 28, 1999, as amended ("Montreal convention"), whichever may be applicable to carriage hereunder.

Country of commencement of transportation means the country from which travel on the first international sector takes place.

Country of payment means the country where payment is made by the purchaser to the airline or its agent; payment by cheque, 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.

Date of transaction means the date of issuance of the ticket, MCO or PTA.

Days means full calendar days, including Sundays and legal holidays; provided that for the purposes of notification the balance of the day upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity, the balance of the day upon which the ticket is issued or flight commenced shall not be counted.

Destination means the ultimate destination of the passenger's journey as shown on the ticket.

Domestic carriage means (except as otherwise specified) carriage in which, according to the contract of carriage, the place of departure, the place of destination or stopover, and the entire transportation are within the sovereign state.

East Africa means the area comprising Burundi, Djibouti, Ethiopia, Kenya, Rwanda, Somalia, United Republic of Tanzania and Uganda.

Eastbound means travel from a point in Area no. 1 to a point in areas no. 2 or 3 via the Atlantic Ocean or travel from points in area nos. 2 or 3 to a point in Area 1 via the Pacific Ocean.

Educational establishment means a school-academy-college or university offering full time educational-vocational or technical courses for a school year and does not include a commercial office, industrial or military establishment or a hospital at which a student is serving an apprenticeship unless such apprenticeship is part of the school curriculum of the educational establishment at which the student is enrolled.

Europe means the area comprised of Albania, Algeria, Andorra, Austria, Azores, Belgium, Bulgaria, canary islands, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Lichtenstein, Luxembourg, Madeira, Malta, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Spain, Sweden, Switzerland, Tunisia, Turkey in Europe and Asia, United Kingdom, Russian Federation (west of the Ural Mountains) and Yugoslavia.

Fare component refers to each local currency fare (except addons) where more than one such fare is used in construction of the total fare for a journey.

Flight coupon means a portion of the passenger ticket that

indicates particular places between which the coupon is good for carriage.

Foreign air transportation means transportation between a point in the United States and a point outside thereof.

French gold francs means the francs consisting of 65.50 milligrams of gold with a fineness of nine hundred thousandths.

Gateway means the passenger's first point of arrival or last point of departure in Areas 1, 2 or 3.

Guardian means a legal guardian or a person acting in lieu of parents in the event of death or legal incapacity of parents.

IATA rate of exchange means the rate of exchange issued by IATA from time to time and published in Rule 145 (e).

Iberian peninsula means the area comprised of Gibraltar, Portugal (including Azores and Madeira) and Spain (including Balearic and canary islands).

Immediate family, except as otherwise indicated, shall mean: spouse, children, adopted children, sons-in-law, daughters-in-law, grandchildren, brothers, brothers-in-law, sisters, sisters-in-law, parents, fathers-in-law, mothers-in-law and grandparents.

Indian subcontinent means the area comprised of Afghanistan, Bangladesh, India, Nepal, Pakistan and Sri Lanka.

Interline transfer point means any point at which the passenger transfers from the services of one carrier to the services of another carrier.

Interline transportation means transportation on the services of more than one carrier.

International carriage means (except when the convention is applicable) carriage in which, according to the contract of carriage, the place of departure and any place of landing are situated in more than one state. as used in this definition, the term "state" includes all territory subject to the sovereignty, suzerainty, mandate, authority or trusteeship thereof. international carriage as defined by the convention means any carriage in which, according to the contract of carriage, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two high contracting parties to the convention or within the territory of a single high contracting party to the convention, if there is an agreed

stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another power even though that power is not a party to the convention.

International transportation means any transportation or other services, furnished by any carrier, which are included within the scope of the term "international transportation" as used in 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, ("Warsaw convention"), or the convention for the unification of certain rules for international carriage by air, signed at Montreal, May 28, 1999, as amended ("Montreal convention"), whichever may be applicable to the transportation hereunder and to which the said convention applies. for the purpose of determining the applicability of the term "international transportation" all stops between the original place of departure and the place of final destination scheduled by any carrier by air which participates between the transportation in such places, as shown in the schedules or time tables of such carriers shall constitute "agreed stopping places," but each participating carrier reserves the right to alter the "agreed stopping places" in the case of necessity without thereby depriving the transportation of its international character and single operation. transportation to be performed by several successive carriers by air, arrangements for which are made in advance, is regarded as "a single operation" and shall be deemed to be "one undivided transportation" whether one or more tickets or other documents are issued to cover such transportation, and whether or not all such tickets or documents are issued prior to the commencement of such transportation; but this provision shall not be deemed to contain an exclusive definition of transportation which is regarded by the parties as "a single operation".

Interstate transportation means transportation between a point in any state of the United States and the District of Columbia and a point in any other state of the United States or the District of Columbia.

Intraline transportation means transportation solely over the services of a single carrier.

Jet aircraft (Applicable between Canada and Puerto Rico/Virgin Islands) means the following aircraft (and all series thereof): A-300, B-320C, B-707, B-720, B727, B-737, B-747, BAC-111, BAC-1-11, Caravelle, CV-880, CV-990, DC-8, DC-9, DC-10, F-28 AND L-1011.

Local currency fares means fares and related charges expressed in the currency of the country of commencement of travel, as defined in Rule 145(a).

Maximum outside linear dimensions means the sum of the greatest outside length plus the greatest outside depth plus the greatest outside height.

Micronesia means the area comprised of Guam, Johnston Island, Marshall Islands, Caroline Islands, Palau Island, Mariana Islands.

Middle East means the area comprised of Aden, Bahrain, Cyprus, Egypt, Iran, Islamic Republic of, Israel, Jordan, Kuwait, Lebanon, Muscat and Oman, Qatar, Saudi Arabia, Sudan, Syrian Arab Republic, tracial, Oman, United Arab emirates and Republic of Yemen.

Military agencies means departments of the Army, Navy, and Air Force, the Marine Corps, the Coast Guard, the respective academies of the Army, Navy, Air Force, and Coast Guard, and the National Guard. the Reserve Officer Training Corps is not included.

Military passenger means military personnel from departments of the USA Army, Navy, Air Force, Marine Corps, and Coast Guard; the respective academies of the USA Army, Navy, Air Force, and Coast Guard; and the USA National Guard; commissioned officers of the U.S. Public Health Service and those with a valid CAC card. The Reserve Officer Training Corps (ROTC) is not included.

Miscellaneous charges order means a document issued by a carrier or its agents requesting issue of and appropriate passenger ticket and baggage check or provision of services to the person named in such document.

National means a person who has the citizenship of a country, either by birth or by naturalization.

Normal fare means the full fare established for a regular or usual service, the application of which is not dependent upon any limited period of ticket validity or other special circumstances. unless otherwise specified in the provisions of this tariff, normal fares shall be considered to include the following, all year one-way, Round Trip, Circle Trip and Open Jaw trips, first class, business class, executive class, economy class, one-class standard service, standard service, tourist/coach class service and thrift class service fares, on-season and off-season fares.

North Central Pacific means all routes between points in Canada/U.S.A. on the one hand and points in Area 3 except points in the Southwest Pacific, on the other hand via the Pacific Ocean.

North America means the area comprising Alaska, Canada, continental U.S.A. and Mexico.

Neutral unit of constructions (NUC) means the unit value equivalent of local currency fares, addons and related charges derived by converting same using the IATA rate of exchange.

On-line tariff database means the remotely accessible, on-line version, maintained by the filer, of (1) the electronically filed tariff data submitted to the "Official D.O.T. Tariff Database," and (2) the departmental approvals, disapprovals and other actions, as well as departmental notations concerning such approvals, disapprovals or other actions, that subpart w of the proposed part 221 requires the filer to maintain in its database. the term "Official D.O.T. Database" means those data records (as set forth in sections 221.283 and 221.286 of the rule) which would be in the custody of, and maintained by the department of transportation.

Online transfer point means any point at which the passenger transfers from one service of a carrier to another service of the same carrier (bearing a different flight number).

Open Jaw trip means travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure of which are not the same.

Other charges means charges such as taxes, fees, etc not to be shown in the fare construction box of the ticket excluding excess baggage charges.

Passenger means any person, except members of the crew, carried or to be carried in an aircraft with the consent of carrier.

Passenger coupon means that portion of the passenger ticket constituting the passenger's written evidence of the contract of carriage.

Passenger ticket means those portions of the ticket issued by the carrier that provide for the carriage of the passenger.

Prepaid ticket advice means the notification between offices of a carrier by teletype, commercial wire or mail that a person in one city has purchased and requested issuance of prepaid transportation to a person in another city.

Propeller aircraft means the following aircraft (and all series thereof): Aero Commander 500B, Beechcraft 99, Boeingvertol 107, Brittanica, CD-2 GAF N22-B/N 24-a Nomad,

Cessna 180, Cessna 185, Cessna 402, Cessna Titan 404, CV-240, CV-340, CV-440, CV-540, CV-580, CV-600, CV-640, DC-3, DC-4, DC-6, DC-7, Dehavilland Dhc-2, Dehavilland DHC-6, Electra, F-27, FH-227, Grumman G-21, Grumman G-73, G-21A Turbo Goose, HP Herald L-188, L-749, L-1049, L-1649, M-202, M-404, Nord-262, Nord M-298, Pilatus Porter Pc6/350, Pilatus Porter Pc6/A, PA-18, Piper Aztec, Piper Navajo, Short-Harland SC-7, Short Skyvan, Sikorsky S-55, Sikorsky S-58-C, Sikorsky S-61, Sikorsky S-62-A, Super Catalina PBY, Swearingen Metro (GA226), Twin Otter Vanguard, Viscount, Westland SR-N5 and YS-11.

Proportional fare: see "Arbitrary"

Related charges means those charges to be shown in the fare construction box of the ticket and excess baggage charges.

Reroute means to issue a new ticket covering transportation to the same destination as, but via a different routing than, that designated on the ticket, or portion thereof, than held by the passenger, or to honor the ticket, or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon.

Resident means a person normally living in a country; provided that a more restricted definition may form part of an agreement reached locally.

Round Trip means travel from one point to another and return by any air route for which the same normal all year through one way fare of the same class applies from the point of origin; provided that this definition shall not apply to journeys for which the same all year through one way fare is established, between two points, in either direction around the world.

Routing means the carrier(s) and/or the cities and/or class of service and/or type of aircraft (jet or propeller) via which transportation is provided between two points.

Scandinavia means the area comprising Denmark, Norway and Sweden.

School year means a period of 12 consecutive months less whatever interruptions for vacations are normally granted by the education establishment at which the student is enrolled; provided that where the official scholastic year is less than 12 months, "school year" shall mean not less than 6 months period less whatever interruptions for vacations are normally granted at the educational establishment at which the student is enrolled.

Single Open Jaw trip means travel that is essentially of a

Round Trip nature, except that the outward point of arrival and inward point of departure are not the same or the outward point of departure and inward point of arrival are not the same.

example of Single Open Jaw

point 1  
point 2

point 3

SITI means the sale and ticket issuance are both in the country of commencement of transportation.

SITO means the sale is made in the country of commencement of transportation and the ticket issuance is outside the country of commencement of transportation.

SOTI means the sale is made outside the country of commencement of transportation and the ticket issuance is in the country of commencement of transportation.

SOTO means the sale and ticket issuance are both outside the country of commencement of transportation.

South America means the area comprising Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Surinam, Uruguay and Venezuela.

South East Asia means Brunei Darussalam, Myanmar, Cambodia, China, Taiwan, province of, Guam, Hong Kong, Indonesia, Peoples Democratic Republic of Laos, Malaysia, Mongolian Republic, Philippines, Singapore, Taiwan, province of Thailand, Russian Federation (east of Urals), Viet Nam.

South Pacific means the area comprising of all routes between points in the U.S.A./Canada on the one hand and points in the Southwest Pacific on the other hand via the Pacific Ocean.

Southern Africa means points within Africa comprised of Botswana, Lesotho, Mozambique, Namibia-Southwest Africa, South Africa and Swaziland.

Southwest Pacific means that area comprised of Australia, Cook Islands, Fiji Islands, French Polynesia, Gilbert and Ellice islands, Loyalty Islands, New Caledonia, new hebrides, New Zealand, Papua New Guinea, American Samoa, Society Islands, Solomon Islands, Tonga and intermediate islands.

Special Drawing Right means a special unit of currency, the currency values of which fluctuate and are recalculated each banking day. these values are known to most commercial banks and are reported in some newspapers and in the IMF

survey, published weekly by the International Monetary Fund, Washington, D.C. 20431.

Special Fare means a fare other than a normal fare.

Ticket means the "passenger ticket and baggage check," including all flight, passenger and other coupons therein, issued by carrier, which provide for the carriage of the passenger and his baggage.

Ticketed point means points shown in the 'good for passage' section of the passenger ticket plus any other point(s) used for fare construction and shown in the fare construction box of the passenger ticket; provided that two flight numbers of two carriers such as for an interchange flight will not be permitted on one flight coupon.

TransAtlantic sector means that portion of travel covered by a single flight coupon from the point of departure in area no. 1 to the point of arrival in Area no. 2 and vice versa.

Transfer means a change from the flight on one carrier to the flight of another carrier; or a change from the flight of a carrier to another flight of the same carrier bearing the same flight number; or a change from the flight of a carrier to another flight (that is) a service bearing a different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.

Transfer point means any point at which the passenger transfers from the services of one carrier to another service of the same carrier (bearing a different flight number) or to the service of another carrier.

Transit point means any stop at an intermediate point on the route to be travelled (whether or not a change of planes is made) which does not fall within the definition of a stopover.

TransPacific sector means the portion of travel covered by a single flight coupon from the point of departure in Area 1 to the point of arrival in Area 3 and vice versa.

Trust territory means the area comprising the Caroline islands, Mariana Islands and Marshall Islands.  
unchecked baggage which is equivalent to hand luggage, is baggage other than checked baggage.

United Kingdom or U.K. means England, Scotland, Wales and Northern Ireland.

"United States of America" or the "United States" or the

"U.S.A." each means, unless otherwise specified, the area comprising the 48 contiguous federated states; the federal

Tariff: HA1  
Carrier: Hawaiian Airlines - HA

DOT No. 603

District of Columbia; Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands; American Samoa; the Canal Zone; Guam; Midway and Wake Islands.

United States Department of Defense means the U.S. departments of the Army, Navy, and Air Force and the U.S. Marine Corps.

Validate means to stamp or write on the passenger ticket an indication that the passenger ticket has been officially issued by carrier.

West Africa means points within Africa, comprised of Benin (Dahomey), Cameroon, Cape Verde islands, Central African Republic, Chad, Congo, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Liberia, Mali, Mauritania, Niger, Nigeria, Senegal, Sierra Leone, Togo, and Upper Volta.

Westbound means travel from a point in area nos. 2 or 3 to a point in Area no. 1 via the Atlantic Ocean or travel from a point in Area no. 1 to a point in area nos. 2 or 3 via the Pacific Ocean.

Western Hemisphere means the United States of America, Canada, Greenland, Mexico, central and South America, Bermuda, Bahamas and the islands of the Caribbean Sea.

## Rule 2 Standard Format of Electronic Rules - For Tariff Filing

### Rule title/application (Category 50)

This category contains the rule title and defines the application of the rule. It will be used to indicate the geographical application of the rule, type of service (first, coach, etc.), type of transportation (one way or Round Trip), type of journey (Single Open Jaw, Round Trip, etc.) And applicability for use with joint fares, tour fares and group fares. Provisions for capacity limitations, general rules which are not applicable and miscellaneous information which is not category specific will also appear here. This category will appear with every rule with at least the rule title.

### Eligibility (Category 1)

This category is used to define the identification requirements and age range for a particular passenger type, if such conditions exist. It is not used to define the actual passenger types, e.g. Clergy, military, etc., for a fare class. Passenger type information is provided in the fare class application. If this category is not present, the assumption is that there are no eligibility restrictions.

### Day/time (Category 2)

This category times and/or days when travel is permitted. The day/time information applies to origins of trips scheduled to depart during that time period. If this category is not present, the assumption is that the fare is available for travel at all times of the day and all days of the week.

### Seasonality (Category 3)

This category is used to reflect the dates of a specific season or the dates on which a fare is valid. The assumption for applying this category is that a seasonal fare is based on the season of the origin portion of travel. The seasonal level in effect at the origin is used for all subsequent travel regardless of date. If this category is not present, the assumption is that the fare is available every day of the year.

### Flight application (Category 4)

This category reflects information regarding the use of a fare on specific flight numbers, types of service (non-stop, multi-stop, etc.), equipment types and travel via points. It may be used to reflect either positive or negative application of the information. If this category is not present, it indicates that there are no flight restrictions for the fare.

### Advance reservations/ticketing (Category 5)

(1) Advance purchase, super advance purchase, group and

special excursion (PEX) fares and inclusive tour fares must be booked in advance for the entire journey.

- (2) Advance purchase, super advance purchase and special excursion (PEX) fare tickets must show confirmed reservations for the entire journey.

Minimum stay (Category 6)

- (1) The number of days counting from the day of departure, on the first outbound international sector to the earliest day return travel may commence from the last international stopover point (including for this purpose, the point of turnaround).
- (2) Waiver on minimum stay provisions are permitted only in the event of death.

Maximum stay (Category 7)

The number of days counting from the day of departure, to the last day return travel may commence from the last stopover point (including for this purpose, the point of turnaround).

Stopovers (Category 8)

Stopovers are permitted.

Transfers (Category 9)

Where transfers are limited by number, an interline transfer shall be permitted at the point of turnaround/fare construction point; provided that such transfer shall not be counted.

Permitted combinations (Category 10)

Fares used in combination are to be shown separately on the ticket.

Blackout dates (Category 11)

This category is used to define single dates or date ranges when travel is not permitted. The assumption is made that blackouts apply to the scheduled departure time of a flight regardless of the portion of the passenger's travel they represent. If this category is not present, the fare is not subject to blackout dates.

Surcharges (Category 12)

This category defines the conditions under which surcharges are applicable and the corresponding charge. The assumption is that there are no surcharges unless this category is present. If restrictions for a fare may be waived or modified based upon payment of a charge, these conditions will be found in either this category or in (Category 16), penalties.

Accompanied travel (Category 13)

This category is used as a component of a rule when travel with one or more other passengers is necessary to qualify

for a fare. If this category is not present, any passenger may travel alone over the entire routing.

Travel restrictions (Category 14)

This category is used to state specific travel date restrictions. Usually these are the dates when the fare may first be used for travel or after which it may no longer be used. If this category is not present, the fare is available for travel at all times.

Sales restrictions (Category 15)

This category is used to define a fare that is available for sale subject to restrictions based on date, point of sale or similar conditions. The dates are most commonly first and last reservation or ticketing dates. If this category is not present, the fare is available for reservations and ticketing at all times, anywhere and by anyone.

Penalties (Category 16)

- (1) Cancellation and no-show  
for inclusive tour fares, no retroactive application of any fare established for use only in conjunction with inclusive tours shall be granted after commencement of travel.
- (2) Rebooking and rerouting  
individual fares: permitted.  
Group fares: Voluntary - Not permitted.  
Involuntary - permitted.

Higher Intermediate Point (Category 17)

It is assumed that the Higher Intermediate Point rule applies. This category is used to negate that assumption when stopovers or connections are made at specific geographic locations.

Ticket endorsements (Category 18)

Advance purchase, super advance purchase and special excursion (PEX) fare tickets and any subsequent reissue must be annotated: "Nonref/APEX" or "Nonref/PEX", as applicable.

Children's discounts (Category 19)

- (1) Children: 50 percent of the applicable adult fare.
- (2) Infants: 10 percent of the applicable adult fare.

Tour conductor discounts (Category 20)

This category is used to provide either specific fare amounts or the information for calculating discount fares for tour conductors. It also specifies accompanying travel requirements for the tour conductors travelling at the calculated or specified fare. If this category is not present, the fare is not discountable for tour conductors.

Agent discounts (Category 21)

This category is used to provide either specific fare amounts or the information for calculating discount fares for agents. If also specifies the accompanying travel requirements for agents travelling at the calculated or specified fare. If this category is not present, the fare is not discountable for agents.

All other discounts (Category 22)

This category is used to provide the specific fare amounts or the information for calculating discount fares for all passenger types other than children, tour conductors and agents. It also specifies the accompanying travel requirements for the passengers travelling at the calculated or specified fare. If this category is not present, the fare is not discountable for the passenger types that fall into this category.

Miscellaneous provisions (Category 23)

This category is used to specify whether specific fares should or should not be used for construction of unpublished fares, proration, refund calculation, currency adjustments or as proportional fares. The assumption is that fares may be used for any purposes.

(Category 24)

Currently not available.

(Category 25)

Currently not available.

Groups (Category 26)

(1) Group size

A minimum group size refers to the minimum number of passengers required to form a group which will permit the use of a particular fare. Unless otherwise specified in the fare rule, in order to determine the minimum group size, two children each paying at least 50 percent of the applicable group fare will be counted as one member of the group.

(2) Affinity groups

(a) The travel group shall be formed from affinity groups, i.e. Members or employees of the same association, corporation, company or other legal entity (hereinafter referred to as the "organization") which shall have principal purposes, aims and objectives other than travel, and sufficient affinity existing prior to the application for transportation to distinguish it and set it apart from the general public; provided that no transportation may be offered to an organization:

(b) with respect to the formation of affinity travel groups:

(i) Solicitation shall be limited to personal

- letters, circulars and telephone calls addressed to members of the organization, to group publications intended solely for members of the organization (or for members of the Federation or body to which the organization belongs) and to any other form of solicitation not being public solicitation as defined in (iii) Below,
- (ii) Solicitation shall be effected only by officials of the organization or members of the travel group,
  - (iii) "Public solicitation" shall be deemed to exist when the group transportation is described, referred to or announced in advertisements or any other writing or by means of public communication, whether paid or unpaid, including but not limited to telephone campaigns, radio, telegraph and television; provided, however, that a statement in public news media, other than advertisement, that could not reasonably be construed as calculated or likely to induce travel as a member of the travel group and which has not been initiated by the organization, any member of the travel group, the carrier or an agent or representative of any of them, shall not be considered public solicitation,
  - (iv) The travel group shall not be gathered directly or indirectly by a person engaged in soliciting or selling transportation services or providing or offering to provide transportation to the general public, provided that the mere ascertainment of the group fare and/or its collection from members of the travel group shall not of itself be deemed to constitute engaging in such acts; provided further that if the organizer of the travel group (hereinafter referred to as "applicant") employs a travel agent to assist in the travel arrangements, such travel agent shall in no way solicit members of the travel group, except that after the party to be transported is formed the travel agent may contact members of such group for the purposes of arranging other travel services in addition to assisting in travel arrangements,
  - (v) Each member of the travel group shall be a member of the organization at the time of application for the group fare and shall have been such a member for at least six months immediately prior to the date on which the transportation will commence,

- (ix) The travel group may include the spouse and dependent children of a member of the organization from which the party to be transported is drawn and the parents of a member living in the same household as the member; provided, however, that any such spouse, dependent children or parents are accompanied on the flight by such member unless the member has been compelled to cancel his passage and only if such member's fare is not refunded.
- (3) Own use groups  
The travel group shall be formed only for use of one person (which expression shall include an individual person or legal entity such as an association, partnership, company or corporation) (hereinafter referred to as "the purchaser"); provided that such purchaser shall not, wholly or partially, directly or indirectly, share the cost of air transportation with other persons interested in obtaining such transportation including the passengers carried. Notwithstanding the foregoing, such cost may have been raised by voluntary contributions, provided that:
  - (a) The voluntary contributions are not solicited nor obtained solely from the passengers to be carried;
  - (b) Participation in the travel group is not limited to those actually contributing;
  - (c) The minimum amount of each person's contribution has not been prescribed by the purchaser; and
  - (d) Each person to be included in the travel group is selected by the purchaser and for reasons other than such person's request that he be included in the travel group.
- (4) Incentive groups  
The travel group shall be comprised of groups of employees and/or dealers and/or agents (including spouses) of the same business firm(s), corporation(s) or enterprises(s) (excluding non-profit organizations) traveling under an established incentive travel program which rewards the employees, dealers and/or agents for past work or provides an incentive for future activities; provided that:
  - (a) The incentive travel program shall include air transportation, accommodations, sightseeing, entertainment and other features, the cost of which is borne entirely by such firm/corporation/enterprise and not passed on directly or indirectly to the employees, dealers or agents;
  - (b) Officials (and spouses) of such firm, corporation or enterprise may be included in the group if they are traveling for the purpose of making awards or officiating in the incentive travel program;

- (c) Each member of the incentive group is a member of the organization at the time of application for the group fare.
- (5) Documentation
  - (a) General requirements for all individual and group inclusive tours  
these must be vouchers specifying sleeping accommodations and any sightseeing or other features of the tour. Such vouchers, including those for ground transportation, must be available for inspection during check-in prior to commencement of outbound transatlantic travel.
  - (b) Affinity/incentive/non-affinity/own use group requirements
    - (i) written application, in the form required, shall provide a full description of the travel desired, the names and total number of passengers, and, where applicable, the affinity/incentive/own use provision under which the travel is being requested, and must be signed by the applicant (the person responsible for the travel arrangements of the group).
    - (ii) The application must be submitted to the issuing carrier (the carrier whose tickets are to be issued) prior to commencement of outbound travel. The deadline for receipt of the application is specified in each particular group travel rule.
    - (iii) Except as otherwise noted, only those passengers listed in the written application may be transported.
    - (iv) Passenger substitution/additions - if name changes and/or additions to the list of participants in the travel group may be made after the written application has been submitted, a statement will appear in this category giving the number of changes and/or additions permitted and the deadline, if any is involved.
    - (v) Each travel group shall be identified by a definite number (group code) assigned by the carrier.
  - (c) Group inclusive tour requirements
    - (i) written application, in the form required, shall provide the names and total number of passengers and the inclusive tour code number, and be signed by the tour operator or a passenger sales agent (also referred to as the 'travel organizer').
    - (ii) The application must be submitted to the issuing carrier prior to commencement of outbound travel. The deadline for receipt of the application is specified in each

- particular group travel rule.
- (iii) Except as otherwise noted, only those passengers listed in the written application may be transported.
- (iv) Passenger substitutions/additions - if name changes and/or additions to the list of participants in the travel group may be made after the written application has been submitted, a statement will appear in this category giving the number of changes and/or additions permitted and the deadline, if any is involved.

Tours (Category 27)

(1) Minimum tour price

- (a) The minimum selling price of the inclusive tour, normally expressed as the applicable inclusive tour plus a specific dollar amount.
- (b) Any increase in the minimum selling price due to extra days of stay EN route.  
Note: the term "minimum tour price" (MTP) shall be understood to mean the minimum selling price of the tour per passenger.

(2) Tour features (inclusive tours only)

Tour features must include:

- (a) Except as otherwise noted, the individual inclusive tour must be included in it's published price and appropriate literature, in addition to air transportation, the cost of sleeping or hotel accommodations, plus any other facilities or attractions such as airport transfers, sightseeing, motorcoach trips and car rentals.
- (b) Except as otherwise noted, the group inclusive tour must include in it's published price appropriate literature, in addition to air transportation, the cost of airport transfers and sleeping or hotel accommodations for the total duration of the trip, plus other facilities or attractions such as sightseeing, motorcoach trips and car rentals.

(3) Tour literature (inclusive tours only)

Tour literature must include:

- (a) The price of the inclusive tour (air and land prices may be shown separately);
  - (i) Except as otherwise noted, the individual inclusive tour must be included in it's published price and appropriate literature, in addition to air transportation, the cost of sleeping or hotel accommodations, plus any other facilities or attractions such as airport transfers, sightseeing, motorcoach trips and car rentals.
  - (ii) Except as otherwise noted, the group inclusive tour must include in it's published

price appropriate literature, in addition to air transportation, the cost of airport transfers and sleeping or hotel accommodations for the total duration of the trip, plus other facilities or attractions such as sightseeing, motorcoach trips and car rentals.

(b) The inclusive tour code.

- (4) Tours must be paid for in full prior to commencement of travel and price of tour features and facilities may not be less than the amount specified in this category of the particular fare rule.

#### Visit another country (Category 28)

This category reflects the requirements to qualify for a visit another country fare, e.g., country of residence, distance from destination country and ticket purchase. If this category is not present, the assumption is that the fare is not a visit another country fare.

#### Deposits (Category 29)

This category indicates if there are deposit requirements to qualify for a fare, e.g., deposit amount, days required prior to ticketing/travel, refund of deposit conditions, and waivers for the deposit requirements. If this category is not present, the assumption is that there are no deposit requirements for the fare.

## Rule 4 Restricted Items

### (A)

We reserve the right to refuse transport of any items or property (whether carried in the cabin or as checked baggage) that we, in our sole judgment or discretion, determine to be (i) potentially hazardous to the safety, security, and comfort of any guests, crew, or others, (ii) a risk to other baggage or cargo, (iii) capable of causing interference with equipment or other assets, or (iv) otherwise unsuitable for transport.

### (B) Regulatory restrictions

We will not accept as checked baggage or carry-on baggage, and you are prohibited from checking-in or carrying aboard, any article which is listed in the DOT hazardous materials regulations (49 CFR 171-177), the International Civil Aviation Organization Technical Instruction for the Safe Transport of Dangerous Goods by air, and/or the IATA Dangerous Goods Regulations (See Section (D)(10) of this Rule 18 for exception for dry ice). In addition, we will not accept, and you are prohibited from providing, any item for carriage either as a carry-on baggage or as checked baggage that may be deemed unacceptable by TSA, DOT, FAA or any government agency or that may be in violation of any Government Law.

NOTE: Some items that are restricted from checked baggage and carry-on baggage may be transported via our cargo operations, subject to any legal, regulatory, or other restrictions. Please check separately with our cargo department for more information at <https://www.hawaiianaircargo.com/> or by calling us at 1-877-HA-CARGO (422-2746).

### (C) Cargo

Some items that are restricted from checked and carry-on baggage may be transported via cargo subject to cargo regulations and carrier's requirements for proper packaging of those items. Please check separately with cargo for the requirements.

### (D) Examples: Common items used every day may seem harmless; however, when transported by air, they can become dangerous or noxious. Below are examples of restricted hazardous items. Items listed below are prohibited in both checked and carry-on baggage, unless an exception is stated. Please note, if an item is not

listed below, it may still be hazardous and can be restricted by HA.

- (1) Items that interfere with avionics and other equipment
  - (a) Powerful magnetized materials.
  - (b) Swingless golf clubs.
- (2) Flammable or combustible items
  - (a) Camping stoves and heating devices (new, used, cleaned, purged-all prohibited).
  - (b) Canisters for fuel (new, used, cleaned, purged-all prohibited).
  - (c) Canned compressed gas (e.g. Oxygen).
  - (d) Fire dance apparatuses (new, used, cleaned, purged-all prohibited).
  - (e) Explosives, munitions, fireworks, and flares
  - (f) Gas, liquid or fuel of any kind (e.g. Heating fuels, lighter refills and lighter fluid).  
Exception: One common lighter (butane or absorbed liquid) or one book of safety matches may be carried in the aircraft cabin, not in checked baggage, subject to restrictions of international and foreign regulations.  
Note: international and foreign regulations may be more restrictive than this tariff.  
Please note, all lighters and matches are prohibited from checked and carry-on baggage on flights departing from China.
- (g) Flammable solids (i.e. As strike-anywhere matches, sterno and articles which are easily ignited).  
Exception: One common lighter (butane or absorbed liquid) or one book of safety matches may be carried in the aircraft cabin, not in checked baggage, subject to restrictions of international and foreign regulations.  
Note: international and foreign regulations may be more restrictive than this tariff: please note, all lighters and matches are prohibited from checked and carry-on baggage on flights departing from China.
- (h) Substances which on contact with water emit flammable gases.
- (i) Any internal combustion engine like chainsaws and similar items.
- (j) Any items including engine or car parts that may be deemed flammable, combustible or explosive.
- (k) Powder-actuated cartridges.
- (l) Individual self-heating pouches, packs or

containers (e.g. MRES/meals ready to eat, food heating pouches, self-heating hand/toe warmers, self-heating beverage containers, flameless meal products such as heater meals, etc.).

(3) Electronics including drones that are lithium or lithium-ion battery operated and lithium, or lithium-ion batteries.

Electronics that are lithium or lithium-ion battery operated can be dangerous under some conditions. Variations in temperature and pressure during a flight can cause these batteries to overheat and ignite or explode.

Electronics that are lithium or

lithium-ion battery operated and exceed regulatory limits (are prohibited, other than (i) permitted assistive devices like wheelchairs or (ii) As an exception stated below. The following are some common examples of prohibited items and permitted exceptions:

- (a) Lithium drones are permitted if all power sources are removed and packed as stated in g (i), g (ii) And g (iii) below and do not exceed regulatory limits.
- (b) E-cigarettes or electronic smoking devices, prohibited in checked baggage. Electronic smoking devices shall only be permitted in the passenger's carry-on baggage.
- (c) e. Tasers and other electroshock weapons are prohibited, unless carried onboard the aircraft by law enforcement personnel.

- (d) Segway (R)- Human transporters (HT).
- (e) Hoverboards - Two-wheeled, self-balancing personal transporter scooters.
- (f) Smart bags

Any suitcase, roller-board, backpack, etc. that has a lithium battery powered bank installed is considered a Smart Bag or Smart Luggage. Smart Bags are accepted as checked baggage only if the battery can be removed without the use of a tool.

(i) Carry-on: Smart Bags featuring removable batteries may be carried on and stored in the overhead bin if they remain turned off for the duration of the flight.)

(ii) Checked: Smart Bags featuring removable batteries may be checked in if the battery is removed prior to check in. The detached battery must be carried in the cabin and must have its terminals isolated to prevent a short circuit

- (g) Spare lithium and lithium-ion batteries must be transported in carry-on baggage only and must be packed as follows:

- (i) Each passenger is permitted to carry-on two (2) Spare batteries, not to exceed

- regulatory limits.
- (ii) Spare batteries must be kept away from metal objects, such as coins, keys, jewelry.
  - (iii) Spare batteries should be kept in original retail packaging. If original packaging is not available, tape should be placed across battery terminals or each battery should be placed in its own individual plastic bag or protective pouch.

Battery items marked with a "Y" are PERMITTED as noted. Battery items with a "N" are PROHIBITED from your carry-on and/or checked baggage.

Battery Type	Carry-On		Checked Baggage	
	In equipment	Spare	In equipment	Spare
Lithium-ion (small <sup>1</sup> )	Y	Y*	Y	N
	<sup>1</sup> Rated at 100 watt-hours or less per battery. No more than two (2) spares per person. As used in small consumer electronics, such as cell phones, tablets, cameras, PDAs, and laptops.			
Lithium-ion (larger <sup>2</sup> )	Y	Y*	Y	N
	<sup>2</sup> Rated at more than 100 watt-hours, but not to exceed 160 watt-hours. No more than two (2) spares per person.			
Lithium Metal <sup>3</sup>	Y	Y*	Y	N
	<sup>3</sup> Two (2) grams or less lithium content, non-rechargeable batteries. As used in small consumer electronics, such as cameras, LED flashlights, etc.			
*When protected from damage and short circuit.				

You may bring spare lithium batteries for devices such as laptops, cell phones and cameras, in carry-on baggage only. This also includes external battery chargers (portable rechargers) containing a lithium-ion battery. Guests are limited to no more than two (2) spares per person, not to exceed 160 watt-hours. Spare batteries must be packed with terminals covered/insulated to prevent short-circuiting. Original retail packaging is sufficient, or if not in original packaging, the terminals must be covered with non-conductive tape.

Spare lithium batteries of any type, including external battery chargers (portable rechargers) containing a lithium-ion battery, may not be placed in checked baggage because of the potential fire hazard. You may check bags that contain lithium batteries only if they are installed in the electronic devices. Damaged batteries will not be accepted for transport.

For important details regarding the safe transportation of batteries/battery-powered devices while flying, please visit [faa.gov](http://faa.gov).

- (4) Toxic gasses or biohazardous materials
  - (a) Mercury or oxidizing substances.
  - (b) Self-defense spray including but not limited to pepper spray and mace.
  - (c) Vaccinations of any kind for medical or

- research facility use (biohazard).
- (d) Substances which on contact with water emit toxic or noxious gases.
- (5) Corrosive or noxious materials
  - (a) Any item that may be a corrosive substance or, in the opinion of HA, may cause damage to the aircraft.
  - (b) Acids, alkalis, and wet cell batteries except as provided in Rule 100(1)(2).
  - (c) Salt water samples and/or any specimens contained or transported in salt water.
  - (d) Paints - any water or oil based paints, except for small tubes for individual use.
  - (e) Fermented fish sauces of all types regardless of packaging.
  - (f) Nail polish and remover, except for small quantities for individual use.
- (6) No animal for import or export. HA does not accept animals for international travel as carry-on or checked baggage except service animals.
  - (a) International, foreign and domestic regulation of service animals:  
service animals  
are subject to the restrictions of international, foreign and domestic regulations governing the place of origin, stopover and destination. It is the responsibility of the passenger to determine the restrictions governing their service animal and comply with all regulations. Failure to do so may result in the denial of boarding for the animal or other consequences.  
Note:  
Many foreign jurisdiction have restrictive definitions for service animals.
- (7) Miscellaneous prohibited items
  - (a) Briefcases and attaché cases installed with alarm devices.
  - (b) Styrofoam containers (unless packed inside an outer container or box).
  - (c) Spare light bulbs except those that are energy efficient and in retail packaging sufficient to prevent breakage and intended for personal or home use.
  - (d) Led decorative lights except if they are (i) sufficiently packaged to prevent breakage and (ii) Not attached to any flammable item or power source.
  - (e) Tires meant for road, recreational or terrain vehicles, except bicycle tires
  - (f) Wet ice except if in sealable drink containers carried on board the aircraft for immediate consumption.

(E) In-flight restrictions

HA may restrict the manner or timing of use of carry-on items in the cabin for the safety, health and comfort of passengers, crew and others: It is paramount that passengers follow HA crew instructions. Some common prohibitions include:

- (1) Cell phone use during flight.
- (2) Computer, laptop or tablet use during takeoff, turbulence and landing.
- (3) Personal air purifiers and powered air filtration systems used or charged onboard.
- (4) Portable humidifiers used or charged onboard.
- (5) Electronic smoking devices used or charged onboard.
- (6) Respiratory assistive devices plugged into onboard power sources.

(F) Confiscated items

HA will not be liable or responsible for any items (1) confiscated or damaged by TSA or any other federal, state or other government authority, or (2) Removed from baggage by HA based on this rule.

## Rule 5 Application of Tariff

### (A) General

- (1) This tariff shall apply to carriage of passengers and baggage, and to all services incidental thereto, performed by HA under local fares, rates and charges and by HA in conjunction with other participating carriers under joint fares, rates and charges contained in tariffs which make specific reference to this tariff for governing rules, regulations and conditions of carriage.
- (2) Where HA is specifically named in any rule contained herein such rule applies to local carriage via HA and to carriage via HA in conjunction with other participating carriers named in such rule.
- (3) Except as otherwise provided, charges or monetary amounts shown herein in dollars or cents are stated in terms of lawful U.S. Currency. Charges or monetary amounts are also stated in terms of lawful Canadian currency whenever so indicated directly in connection therewith.
- (4) International transportation shall be 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, whichever may be applicable to the transportation hereunder. Any provision of these rules which is inconsistent with any provision of said convention shall, to that extent, but only to that extent, be inapplicable to international transportation.  
Note: Rules stating any limitation on, or condition relating to, the liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, except to the extent provided in Rule 55(b)(1). Any such limitation or condition in any rule herein is not a part of this tariff, except to the extent provided in Rule 55(b)(1) Filed with the Civil Aeronautics Board of the United States. Nothing in this tariff modifies or waives any provision of the convention.
- (5) Except as otherwise provided below, fare rule provisions, local or joint fares, including arbitraries contained in the on-line tariff database maintained by Airline Tariff Publishing company, agent on behalf of HA are considered to be part of this tariff.

- (6) Federal law preempts state and local laws, regulations, and other provisions, including common law duties associated with your contract with Hawaiian, related to rates (fares), routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties in contract optional, HA and the passenger agrees that this contract does not incorporate any common law duties.
- (B) Gratuitous carriage  
With respect to gratuitous carriage, carrier reserves the right to exclude the application of all or any part of this tariff.
- (C) Change without notice  
Except as may be required by applicable laws, government regulations, orders and requirements, carrier'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) Effective rules, fares and charges  
All carriage of passengers and/or baggage shall be subject to the carrier's rules, regulations, and tariffs in effect on the date of commencement of carriage covered by the first flight coupon of the ticket.
  - (1) When the fares or charges collected are not the applicable fares or charges, the difference will be refunded to or collected from the passenger as may be appropriate.
  - (2) If after a ticket has been issued and before any portion thereof has been used, either a decrease in the fares or charges applicable to the transportation shown on the ticket becomes effective, or a new fare for which the passenger can qualify is added between the points shown on the ticket, the amount of the difference in fares will be provided only in the form of a travel credit, provided;
    - (a) There is no change in origin, destination, stopover points, flights, dates shown on the original ticket, or on any ticket issued in exchange for the original ticket.
  - (b) Subsequent to the decrease in fares or charges or the addition of a new fare, all conditions of the decrease fares or charges of the new fare are met, including booking code and advance reservations and ticketing requirements.
  - (c) This rule will only apply to tickets purchased through Hawaiian airlines

reservations department or sold on Hawaiian airlines web site Hawaiianair.COM, and does not apply to fares purchased as part of travel packages.

(d)

(e) An administrative service charge of USD \$40.00 will apply for all tickets presented for one-time exchange.

Exception: (Applicable only for local and joint transportation originating in area 1 or in Micronesia.) No increase will be collected in cases where the ticket has been issued prior to the effective date of a tariff containing an increase in the applicable fare, effected through a change in fare level, a change in conditions governing the fare, or a cancellation of the fare itself, provided:

- (a) The originating international flight coupon of the ticket WAS issued for a specific flight at the fare contained in a tariff lawfully in effect on the date of ticket issuance (determined by the validation stamped or imprinted on the ticket.
- (b) The originating international flight shown on the ticket is not voluntarily changed at the passenger's request subsequent to the effective date of any increase in the applicable fare.
- (c) Flights other than the originating international flight are not voluntarily changed to reflect a revised routing via which the original fare charged would not have been applicable.
- (d) This provision shall apply only to the passenger to whom the ticket WAS originally issued.

(E) Percentage of fares or charges  
When rules or provisions in this tariff, or tariffs governed hereby, provide for the application of fares and charges based upon percentages of other fares and charges, such proportionate fares and charges will be determined in accordance with the percentage conversion table of this tariff.

(F) Reference to tariffs, pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.

- (G) No employee of the carrier has the authority to alter, modify or waive any provision of the contract of carriage or of this tariff. Carrier appointed agents and representatives are only authorized to sell tickets for air transportation pursuant to approved fares, rules and regulations of carrier. This rule supersedes any conflicting provision contained in the contract of carriage.
- (H) Overriding law (Applicable for transportation to, from, or via a point(s) outside the U.S.A.)  
Insofar as any provision contained or referred to in the ticket or in this tariff may be contrary to mandatory law, government regulations, orders, or requirements, such provision shall remain applicable to the extent that it is not over-ridden thereby. The invalidity of any provision shall not affect any other part.
- (I) Misfiled fares  
HA, as a policy, does not file nor intend to offer/file tickets priced substantially lower than the intended ticket price for the class of service being sold. Essentially, such fares do not make any economic sense. HA has introduced warning mechanisms to try to prevent such occurrences; however, occasionally fares such as these are mistakenly offered or filed. Agents/customers should be aware that in these circumstances they are not allowed to ticket at these fares and HA will not honor such fares. In the event a ticket is inadvertently sold on a mistakenly offered or filed fare, HA may choose to void such ticket in its sole discretion.
- (J) HA reserves the right to charge the passenger for reimbursement of repair and/or cleaning costs incurred as a result of actions by that passenger during transport on HA.

## Rule 8 Guest with Disabilities, Breathing Devices and Pre-Planned Oxygen Service

### (A) Guest with disabilities

(1) Acceptance of carriage: We will make every effort to accommodate any qualified individual with a disability and we will not refuse to transport you solely based upon your disability, except for valid safety and other reasons, or as required by government laws.

(2) When advance notice is required. In certain situations, we require that you notify our reservations department not later than forty-eight (48) hours prior to your flight, and that you check in at our ticket counter not later than one hour prior to the minimum check in time for your flight. The following are some examples of situations that require this advance notice:

- (a) When you are traveling in a stretcher or with an incubator;
- (b) When you are bringing on board a respirator, ventilator, CPAP machine, or portable oxygen concentrator for use during your flight.
- (c) When you are traveling as part of a group with ten (10) or more guests with disabilities.
- (d) If hazardous materials packaging for your batteries or other assistive devices is required.
- (e) Transporting your electric wheelchair on any aircraft operated by 'Ohana by Hawaiian.
- (f) If you have both a severe vision and hearing impairment.

Note: Stretcher service is only available between Pago Pago International Airport and Daniel K. Inouye International Airport and must be arranged in advance with LBJ Tropical Medical Center and Hawaiian.

(3) Self-assessment of self reliance. We will accept your self-assessment indicating that you are self-reliant, and we will not make any assumptions regarding the extent of assistance that you may need to travel. However, we may still determine that a safety assistant is essential for your safety and required for travel as provided in section (A)(4) Of this Rule 8.

If we determine against your self-assessment that a safety assistant is required to accompany you for travel, we will not charge you for that safety assistant. However, the choice of a safety assistant will be in our sole discretion and may even be one of our employees or another guest on the flight, unless we ask you to choose a safety

- assistant. If we do not ask you to choose a safety assistant and you require a specific person as your safety assistant, you will be charged the applicable adult fare for your safety assistant.
- (4) When a safety assistant is required. We will require you to be accompanied by a safety assistant in the following circumstances:
- (a) You are traveling in a stretcher or incubator we will require that you are accompanied by a safety assistant when you are traveling in a stretcher or incubator to attend to your in-flight medical needs and assist you in the event of an evacuation.
  - (b) You have a severe mental impairment. We will require that you are accompanied by a safety assistant because of a mental disability if you are unable to comprehend or respond appropriately to safety instructions, including the required safety briefing, from our in-flight personnel.
  - (c) You have a severe physical impairment: we will require that you are accompanied by a safety assistant because of a mobility impairment so severe that you would be unable to assist in your own evacuation from the aircraft.
  - (d) You have both a severe hearing and a severe vision impairment: we will require that you are accompanied by a safety assistant because you have both a severe hearing impairment and a severe vision impairment if you are unable to establish some means of communication with our in-flight personnel that is sufficient to permit the transmission of the required safety briefing.
- (5) Services we provide for guests with disabilities. If you are a qualified individual with a disability then, upon your request, we will provide you with the following assistance:
- (a) Assist you in moving from the terminal entrance (or a vehicle drop-off point adjacent to the entrance) through the airport to the gate for a departing flight, or from the gate to the terminal entrance (or a vehicle pick-up point adjacent to the entrance after an arriving flight).
  - (b) Assist you with enplaning, deplaning, making your flight connections, and transportation between gates.
  - (c) Assist you in moving to and from your seat, as part of the enplaning and/or of deplaning processes.
  - (d) Assist in your preparation for eating, such as opening any packages and identifying the

- food being served.
- (e) Assist you with the use of the on-board wheelchair to enable you to move and from a lavatory.
  - (f) Assist you in moving to and from the lavatory if you are semi-ambulatory and if it does not involve carrying you.
  - (g) Assist you in loading and retrieving any of your carry-on baggage, mobility aids, and other assistive devices stowed onboard.
  - (h) Escort you and your animal to the relief area if you have a service animal

Note: Certain extensive inflight services will not be provided. For Example:

- (a) we will not assist you in actual eating.
- (b) we will not assist you with any elimination functions in the lavatory or at your seat.
- (c) we will not provide any medical services to you.

- (B) Breathing devices - Portable oxygen concentrators, positive airway pressure devices, respirators and ventilators for use on aircraft
- a portable oxygen concentrator, (POC), is a device used to provide oxygen therapy to people that require greater oxygen concentrations than the levels of ambient air. A POC does not contain liquid oxygen.
- Note: There is a complete prohibition against the transport of any personal oxygen systems (e.g. Bottles, tanks, etc) that contain liquid oxygen in the cabin or as checked baggage on-board any of our aircraft.
- Positive airway pressure (PAP) devices are used to aid individuals with sleep apnea and include continuous positive airway pressure (CPAP) devices, automatic positive airway pressure (APAP) devices and variable positive airway pressure (VPAP/bilevel) devices. Respirators and ventilators assist an individual with breathing in order to maintain proper levels of oxygen in the blood.
- You may carry a POC, PAP, respirator or ventilator on board for use on flights operated on Hawaiian and 'Ohana by Hawaiian if you meet all of the following requirements. Any POC, PAP, respirator or ventilator for your personal use will not be counted against your carry-on baggage and personal item allowance.

- (1) POC must be FAA approved: Your POC must be approved by the federal aviation administration "(FAA") and (i) have the manufacturer's label attached which includes the following statement in red lettering. "the manufacturer of this POC has determined that this device conforms to all applicable FAA acceptance criteria for POC carriage and use on board aircraft" or (ii) Appear

in the following list of approved POCs for use on aircraft.

- . Airsep focus
- . Airsep freestyle
- . Airsep freestyle 5
- . Airsep lifestyle
- . Delphi rs-00400
- . Devibiss healthcare igo
- . Inogen one
- . Inogen one g2
- . Inogen one g3
- . Inova labs lifechoice
- . Inova labs lifechoice activox
- . International biophysics lifechoice
- . Invacare solo 2
- . Invacare xpo2
- . Oxlife independence oxygen concentrator
- . Oxus rs-00400
- . Precision medical easypulse
- . Respironics evergo
- . Respironics simplygo
- . Sequal eclipse
- . Sequal equinox oxygen system (model 4000)
- . Sequal oxywell oxygen system (model 4000)
- . Sequal saros
- . VBox trooper oxygen concentrator

Note: Generally, no separate FAA certification is required for any PAP, respirator or ventilator. However, no PAP, respirator or ventilator may be used during taxi, takeoff or landing, unless (i) the FAA has approved the device for such use and (ii) You provide US with proof of that approval or certification.

- (2) Lithium ion battery not to exceed 160wh. Your POC, PAP, respirator or ventilator may not contain a lithium ion battery that exceeds 160-watt hours (160wh).

Note: No more than two individually protected lithium batteries each exceeding 100-watt hours (100wh), but not exceeding 160-watt hours (160wh) May be carried per person as spare batteries in carry-on baggage only.

- (3) Notice and check in required. You must (i) notify US of your plans to use a POC, PAP, respirator or ventilator at least 48 hours prior to the scheduled departure time of the first flight in your itinerary, and (ii) check in for that flight no later than one (1) hour prior to the minimum check in time for your flight.
- (4) Guest requirements for POC, PAP, respirator or ventilator use on aircraft. You agree, understand, and represent that:
- (a) The POC, PAP, respirator or ventilator is your responsibility.

- (b) We are not responsible for the physical condition or care of your device.
  - (c) We are not responsible for providing batteries, on board power, or any medical related equipment.
  - (d) You are prohibited from using outlets onboard the aircraft to power and/or charge any respiratory assistive device.
  - (e) You are capable of completing the flight safely without extraordinary medical assistance.
  - (f) For any POC, ventilator or respirator, you have ample charged batteries to power the POC, PAP, respirator or ventilator for 150% of the scheduled duration of the flight to cover any unexpected delays, gate holds, diversions, or cancellations.  
Note: This requirement is not applicable to PAP's
  - (g) You are responsible to ensure that your device is in good working condition.
  - (h) If you are not using the device on-board the aircraft, (i) You comply with all rules relating to carry-on baggage, and (ii) You remove and package the batteries separately from the device unless it has at least two (2) Effective protective features to prevent its accidental operation.
- (5) Inflight restriction on POC, PAP, respirator or ventilator use on aircraft.  
If you will be using a POC, PAP, respirator or ventilator on board our aircraft, you are subject to the following rules:
- (a) You are prohibited from sitting in the bulkhead row, in any exit row, or in any seat that would block another guest from access to the aisle.
  - (b) During taxi, takeoff, and landing, the device must be properly stowed under the seat in front of you or in the overhead bin.
  - (c) If you require the use of a POC, PAP, respirator or ventilator during taxi, takeoff, or landing, we may further restrict where you may sit for safety purposes.
  - (d) Your device may not obstruct any guest's egress to the aisle and exits of the aircraft.
  - (e) You may use your device while moving about the cabin as long as the "fasten seat belt" sign is not illuminated.
  - (f) Your use of your device must not cause interference with the electrical, navigation, or communication equipment on our aircraft.
  - (g) You are prohibited from the use of any POC

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satellite conserver.

(C)

## Rule 10 Airport Lounge Facilities

### Hawaiian Premier Club

- (A) HA offers special airport passenger lounge facilities which are available for use by its "Premier Club" members, Pualani Gold, Pualani Platinum and other persons, at locations and under conditions described below:  
HNL/KOA/ITO/OGG/LIH/LAX
- (B) Eligibility for premier club annual membership is based on:
  - (1) 40,000 miles from "Hawaiianmiles" frequent traveler account or USD 299.00 for new annual membership, which includes those who reactivate a membership after it expires.
  - (2) 35,000 miles from a "Hawaiianmiles" frequent travel account or USD 249.00 for existing members who renew before their annual membership expires.
- (C) Use of lounge facilities is restricted to members with the following exceptions:
  - (1) Guests accompanied by a premier club member;  
Note: No more than two (2) guests per member will be allowed.
  - (2) Passengers holding first class tickets;
  - (3) Passengers holding invitation cards issued by authorized HA management personnel; and
  - (4) Executives of other airlines holding special travel authority cards issued by HA.  
Note: HA will admit non-member passengers when, due to special circumstances, it becomes necessary to provide such service.All posted and applicable premier club rules apply and are subject to change without notice. HA, at its discretion, reserves the right to refuse any person entry to the premier club.

## Rule 25 Refusal to Transport - Limitations of Carrier

Carrier will refuse to transport, or will remove any passenger at any point for any of the following reasons:

- (A) Government request or regulations - Whenever such action is necessary to comply with any government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitation, acts of god, force majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.
- (B) Search of passenger or property - When a passenger refuses to permit search of his person or property for explosives or a concealed, deadly or dangerous weapon or article.
- (C) Proof of identity - When a passenger refuses on request to produce positive identification.  
Note: Carrier shall have the right, but shall not be obligated, to require positive identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding aircraft.
- (D) Across international boundaries - When a passenger is traveling across any international boundary if:
  - (1) The travel documents of such passenger are not in order;
  - (2) 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; or
  - (3) Such passenger fails or refuses to comply with the rules and regulations of the carrier.
- (E) Passenger's conduct
  - (1) In the following categories refusal or removal of passengers may be necessary for the comfort and safety of themselves or other passengers:
    - (a) Persons whose conduct is disorderly, intimidating, obscene, abusive or violent. NOTE: Voice and video calls are prohibited after the aircraft door closes, during taxiing, takeoff, in flight, and landing. Headphones are required if you are listening to a personal device on board the aircraft.
    - (b) Persons who are barefoot; unless the passenger is unable to wear footwear due to a disability or physical condition that prevents them from doing so.

- (c) Persons who are unable to sit in the seat with the seatbelt fastened;
- (d) Persons who appear to be intoxicated or under the influence of drugs;
- (e) Persons with a communicable disease or infection which has been determined, as such by the U.S. Surgeon general, the center for disease control, or other federal health authority. The carrier will accept such qualified individual with a disability if a medical certificate is presented from the passenger's physician saying that the disease or infection would not, under present conditions, be communicable to other persons during the course of a flight and dated within ten (10) days of the date of the flight for which it is presented;
- (f) Persons who have an offensive body odor that is not attributable to a disability or illness.
- (g) Persons who wear, and refuse to cover or stow, clothing or other accessories deemed to be offensive.
- (h) Persons who are mentally incapacitated. However, the carrier will accept escorted mental patients under the following conditions:
  - (i) The requesting medical authority furnishes assurance, in writing, that an escorted mental patient can be transported safely.
  - (ii) Only one escorted mental patient will be permitted on a flight.
  - (iii) Acceptance is for online travel only.
  - (iv) (aa) The escort assures that:
    - 1. The escorted passenger will be accompanied at all times.
    - 2. The escorted passenger does not possess or have access to articles that could be used as deadly or dangerous weapons.
    - 3. The escort has adequate restraining devices if needed.
  - (bb) The transportation of escorted mental patients must be in compliance with the following specific procedures:
    - 1. Escorted mental patients will be boarded first and deplaned last. They will be seated in the rear-most available seats with the escort seated between the escorted passenger and the aisle. Escorted mental patients

- will not be seated in a row with, behind, or forward of a window exit, or in a row with, or opposite, a door exit.
2. Escorted mental patients shall refrain from moving about aloft or on the ground. The passenger will not be allowed to smoke and escort must ensure that all matches are removed from the passenger before boarding.
  3. No food, beverage or metal eating utensils will be provided the escorted passenger unless specifically authorized by the escort. Neither the escort nor the escorted passenger will be served, nor will they drink, alcoholic beverages while on board the aircraft.
- (i) Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that carrier will carry passengers who meet the qualifications and conditions established in F.A.R. 108.11;
  - (j) Persons in the custody of anyone other than armed law enforcement personnel with completed "notice to armed individuals" form. Persons in custody may not be manacled, have resisted escorts, or be believed to be capable of resisting escorts.
  - (k) Persons requiring constant oxygen or other life support equipment not approved for use onboard the aircraft.
  - (l) Persons who have misrepresented a condition which becomes evident upon arrival at the airport and the condition is unacceptable for passage.
  - (m) Carrier may refuse to transport or may remove at any point any passenger whose behavior is interfering or has interfered with the safety or comfort of any other passenger or any crew member. Passengers shall discontinue any such behavior immediately upon the request of a crew member.
  - (n) Pregnant passengers will be accepted for travel following the guidelines below, provided that they are in good health and not experiencing distress. Hawaiian airlines reserves the right to consult with its medical adviser for fitness to travel. Passengers who are unable to meet these requirements will be refused transportation.

For travel between Hawaii and international locations, travel is not advised within 30 days of due date and will not be permitted unless an obstetrician provides written certification, upon examination within 48 hours of scheduled departure, that the passenger is medically fit to travel. A medical certificate is required if travel is requested within 7 days after delivery.

(F) Conditions for acceptance of a qualified individual with a disability

- (1) Reservations: Forty-eight (48) hours notice and one (1) hour advance check-in shall be required for oxygen, stretchers, groups of ten (10) or more individuals with a disability, and hazardous material packaging for wheelchair battery.

Definitions:

Individual with a disability is defined as an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.

Qualified individual with a disability is defined as an individual with a disability who validly obtains a ticket, comes to the airport for the flight and meets nondiscriminatory contract of carriage requirements that apply to everyone.

- (2) Safety assistants - HA may require that a qualified individual with a disability meeting any of the following criteria travel with a safety assistant as a condition of being provided air transportation, if the carrier determines that a safety assistant is essential for safety of:
  - (a) a person traveling in a stretcher. The safety assistant for such a person must be capable of attending to the passenger's in-flight medical needs;
  - (b) a person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from carrier personnel, including the required safety briefing;
  - (c) a person with a mobility impairment so severe that the person is unable to assist in his or her own evacuation of the aircraft;
  - (d) a person who has both severe hearing and severe vision impairments if the person cannot establish some means of

communication with carrier personnel,  
adequate to permit transmission of the  
required safety briefing.

If HA determines that a person meeting the  
criteria of paragraph (f)(2), must travel  
with a safety assistant, contrary to the  
individuals self-assessment that he or she is  
capable of traveling independently, HA shall  
not charge for the transportation of the  
safety assistant.

(3) Provisions of services

(a) HA shall provide assistance required by  
or on behalf of qualified individuals  
with a disability, or offered by HA  
personnel and accepted by qualified  
individual with a disability;

(i) In enplaning and deplaning and  
assist in making flight connections  
and transportation between gates.

(ii) within the aircraft cabin:

(aa) Assist in moving to and from  
seats, as part of the  
enplaning processes;

(bb) Assistance in preparation for  
eating, such as opening  
packages and identifying food;

(cc) If there is an on-board  
wheelchair on the aircraft,  
assistance with the use of the  
on-board wheelchair to enable  
the person to move to and from  
a lavatory;

(dd) Assistance to a  
semi-ambulatory person in  
moving to and from the  
lavatory, not involving  
lifting or carrying the  
person; or assistance in  
loading and retrieving  
carry-on items, including  
mobility aids and other  
assistance devices stowed on  
board.

(b) HA shall not provide extensive special  
assistance to qualified individuals with  
a disability. Special assistance  
includes the following activities:

(i) Assistance in actual eating;

(ii) Assistance within the restroom or  
assistance at the passenger's seat  
with elimination functions;

(iii) Provision of medical services.

(G) Recourse of passenger

The sole recourse of any person so refused carriage or removed EN route for any reason specified in the foregoing paragraphs shall be recovery of the refund value of the unused portion of his ticket from the carrier so refusing or removing, as provided in rule 90(d).

- (H) Carriage of children  
Carriage of unaccompanied children - HA will not accept unaccompanied children under 16 years of age. A child will be considered unaccompanied if not accompanied on all legs of travel with a passenger at least 16 years of age.
- (I) Escort service  
For the purpose of this rule, escort service means that HA will provide supervision for the child from the time of boarding until the child is met at the stopover point or destination.

## Rule 35 Passenger Expenses En Route

- (A) Meals, hotel accommodations, ground transportation and transit taxes
- (1) If food is provided, it is provided at no charge.
  - (2) Hotel expenses, charges for ground transportation service (except as provided in Rule 31), meals other than those served aloft, airport service charges and transit taxes are not included in passenger fares.
    - (a) At any scheduled stopping point on a single carrier through-flight; or
    - (b) At any points where carrier's flight connects with another of its flights, or with the flight of another carrier, provided that:
      - (i) A through-service exists between two point between which such connecting service operates and that the fare for the same class of service via such connecting service is the same as or greater than that for the through-service; and
      - (ii) The passenger, before arrival at the connecting points, is ticketed or holds confirmed space out of such connecting point; and
      - (iii) Such expenses shall not be assumed beyond the departure of the next scheduled connection for the carrier in the class of service for which the passenger is ticketed and on which space is available, or beyond 24 hours after arrival at the connecting point whichever is earlier; where there is no onward flight of the carrier scheduled to depart within such 24 hour period, such expenses may be absorbed only for 24 hours after arrival at the connecting point, and where there is an onward flight of the carrier scheduled to depart within such 24 hour period by the passenger does not depart from such connecting point within 24 hours no such expense will be absorbed.
      - (iv) The passenger does not stop over and is not ticketed to stop over at the connecting point.
- Exception: This rule does not apply at connecting points in the U.S.A. Or Canada for passengers originating in, destined to, or having their point of turnaround in that area.

- (B) Hotel reservations  
When requested by passenger, carrier will make application on their behalf for hotel reservations, but the availability thereof is not guaranteed. All expenses incurred by carrier in arranging, or attempting to arrange for reservations will be chargeable to passengers.
- (C) Arrangement made by carrier  
In making arrangement for hotel or other housing and board accommodations for passengers or for excursion trips on the ground or other similar arrangements whether or not the cost of such arrangements is for the account of carrier, carrier acts only as agent for the passenger and carrier is not liable for loss, damage or expense of any nature whatsoever incurred by the passenger as a result of or in connection with the use by the passenger of such accommodation or the denial of the use thereof to the passenger by any other person, company or agency.

## Rule 40 Taxes

Any tax or other charge imposed by government authority and collectable from a passenger will be in addition to the published fares and charges, except that transit taxes at connecting points may be absorbed under the conditions indicated in Rule 35, paragraph (a)(2)(a) and (b), provided also that such transit tax is not applicable to such through service.

## 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 carrier. Carrier shall not be liable for any aid or information given by any agent or employee of carrier 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 for the consequences to any passenger resulting from his 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 will be responsible for obtaining all necessary travel documents and for complying with all government travel requirements. The passenger must present all exit, entry and other documents required by the laws, and, unless applicable laws provide otherwise, shall indemnify the carrier for any loss, damage, or expense suffered or incurred by such carrier by reason of such passenger's failure to do so. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision. Carrier 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. No carrier shall be liable for any aid or information given by any agent or employee of such carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise.

(2) Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever carrier, on government order, is required to return a passenger to his 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 will be the fare that would have been applicable had the original ticket designated the revised destination on the new ticket. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or

refunded to the passenger as the case may be. Carrier may apply to the payment of such fares any funds paid by the passenger to carrier for unused carriage, or any funds of the passenger in the possession of carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by the carrier, unless the law of such country requires that such fare be refunded.

- (C) Customs inspection  
If required, the passenger must attend inspection of his baggage, checked or unchecked, by customs or other government officials. Carrier accepts no responsibility toward the passenger if the latter fails to observe this condition. If damage is caused to carrier because of the passenger's failure to observe this condition, the passenger shall indemnify carrier therefor.
- (D) Government regulation  
No liability shall attach to carrier if carrier 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) Electronic system for travel authorization (esta) for visa waiver countries  
Effective January 12, 2009, if you are travelling to the U.S. Under the visa waiver program, you will be required to obtain an electronic travel authorization to board the aircraft. You should apply for an electronic travel authorization (esta) if you are from a country that participates in the visa waiver program. View the list of eligible countries participating in the visa waiver program. You can view more information about the esta program or apply for electronic travel authorization.

## Rule 55 Liability of Carriers

Advice to international passengers on carrier liability:  
Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal convention, or its predecessor, the Warsaw convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.

- (A) For the purpose of all international carriage, Hawaiian's liability shall be governed by this Rule 55. This Rule 55 incorporates the applicable portions of the Warsaw convention, 1929, the Warsaw convention as amended at the Hague, 1955 and by protocol no. 4 of Montreal (collectively, "Warsaw convention") and the Montreal Convention, 1999, as agreed to in the implementing provisions agreement under the Warsaw and Montreal Conventions and published by the United States Department of Transportation notice on December 28, 2019, which shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules. Successive carriers

Carriage to be performed under one ticket or under a ticket any conjunction ticket issued in connection therewith by several successive carriers, with the knowledge and consent of the subsequent carrier, is regarded as a single operation.

- (B) Laws and provisions applicable

- (1) The carrier shall be liable under article 17 of the Warsaw convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
- (a) The carrier shall not be able to exclude or limit its liability for damages not exceeding 128,821 Special Drawing Rights (SDRs).
  - (b) The carrier shall not be liable for damages to the extent that they exceed 128,821 SDRs for each passenger if the carrier proves that:
    - (i) Such damage WAS not due to the negligence or other wrongful act of omission of the carrier or its servants or agents; or
    - (ii) Such damage WAS solely due to the

- negligence or other wrongful act of omission of a third party.
- (c) Except as otherwise provided, the carrier reserves all defenses and limitations available under the Warsaw Convention or Montreal Convention, whichever may apply to such claims including, but not limited to, the exoneration defense of article 21 of the Warsaw Convention and article 20 of the Montreal Convention, except that the carrier shall not invoke articles 20 and 22 (1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) hereof.
  - (d) With respect to third parties, the carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
  - (e) The carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or permanent residence of the passenger.
- (2) In cases of bodily injury or death, the carrier shall make an advance payment where the carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
- (a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 SDRs, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the carrier in its sole discretion.
  - (b) The carrier shall make the advance payment as an advance against the carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
  - (c) The carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw

- convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
- (d) The carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the carrier.
  - (e) The carrier may recover an advance payment from any person where it is proven that the carrier is not liable for any damage sustained by the passenger, or where it is proven that the person WAS not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.
- (3) The carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
- (a) The carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it WAS impossible for it or them to take such measures.
  - (b) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the carrier are not servants or agents of the carrier, and the carrier is not liable to the extent the delay is caused by these kinds of facilities or personnel.
  - (c) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.
  - (d) The carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of article 21 of the Warsaw Convention and article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the carrier for damage caused by delay is limited to 5,346 SDR per passenger. The limits of liability shall not apply in cases described

- in article 25 of the Warsaw Convention or article 22(5) of the Montreal Convention, whichever may apply.
- (4) The carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
- (a) Except as provided below, the liability of the carrier is limited to 1,288 special drawing rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the baggage liability limits of the Montreal Convention. Unless the passenger provided otherwise:
    - (i) All baggage checked by a passenger shall be considered to be the property of that passenger;
    - (ii) A particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
    - (iii) Unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
  - (b) If a passenger makes, at the time checked baggage is handed to the carrier, a special declaration of interest and has paid a supplementary sum, if applicable, (such as an excess value charge pursuant to Rule 125), the carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the carrier proves that the declared amount is greater than the passenger's actual interest in delivery at the destination.
  - (c) In the case of unchecked baggage, the carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
  - (d) The carrier is not liable for destruction, loss, damage, or delay of baggage not in the charge of the carrier, including baggage undergoing security inspections or measures not under the control and direction of the carrier.
  - (e) The carrier reserves all defenses and limitations available under the Montreal Convention including, but not limited to, article 19 of the Montreal Convention and article 20 of the Montreal Convention. The

limits of liability shall not apply in cases described in article 22(5) Of the Montreal convention.

(C) Limitation of liability

Except as the applicable convention or other applicable law may otherwise require:

- (1) Carrier is not liable for any death, injury, delay, loss, or other damage of whatsoever nature (hereinafter in this tariff collectively referred to as "damage") to passengers or unchecked baggage arising out of or in connection with carriage or other services performed by carrier incidental thereto, unless such damage is caused by the negligence of carrier. Assistance rendered to the passenger by carrier's employees in loading, unloading, or transshipping baggage shall be considered as gratuitous service to the passenger. Carrier is not liable for damage to such unchecked baggage incurred during, or as result of such service, irrespective of the negligence of carrier's employees.
- (2) Carrier is not liable for any damage directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from failure of passenger to comply with same, or out of any cause beyond carrier's control.
- (3) In no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subjected to proof of amount of loss.
- (4) The carrier may refuse to accept any articles that do not constitute baggage as such term is defined herein, but if delivered to and received by carrier, such articles shall be deemed to be within the baggage valuation and limit of liability, and shall be subject to the published rates and charges of carrier.
- (5)
  - (a) Liability of carrier for damages shall be limited to occurrences on its own line, except in the case of checked baggage as to which the passenger also has a right of action against the first or last carrier.
  - (b) A carrier issuing a ticket or checking baggage for carriage over the lines of another carrier does so only as agent.
  - (c) Carrier shall not be liable for death or injury of a passenger not occurring on its own line.
- (6) Carrier shall not be liable in any event for any consequential or special damage arising from carriage subject to this tariff, whether or not carrier had knowledge that such damages might be incurred.

(7) **Class Action Waiver.** You agree to waive any right to assert any claim against Hawaiian as a representative or member in any class or representative action. To the extent you are permitted by law or any court of law to proceed with a class or representative action against Hawaiian, you agree that neither you, nor any legal or other representative or person purporting to act on your behalf shall:

(a) Be entitled to recover attorneys' fees or costs associated with pursuing the class or representative action; and

(b) Submit a claim or otherwise participate in any recovery secured through the class or representative action.

(8) Any exclusion or limitation of liability of carrier under this tariff or the ticket shall apply to agents, servants, or representatives of the carrier acting within the scope of their employment and also to any person whose aircraft is used by the carrier and its agents, servants or representatives acting within the scope of their employment.

(9) The owner of a pet shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. Carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision, and carrier will not be responsible if any pet is refused passage into or through any country, state or territory.

(D) Time limitations on claims and actions

(1) No action shall lie in the case of damage to baggage unless the person entitled to delivery complains to the carrier forthwith after the discovery of the damage, and, at the latest, within seven (7) days from the date of receipt; and in the case of delay, or loss, complaints must be made at the latest within 21 days from the date on which the baggage has been placed at his disposal (in the case of delay), or should have been placed at his disposal (in the case of loss). Every complaint must be made in writing and dispatched within the time aforesaid. Where carriage is not "international carriage" as defined in the convention, failure to give notice shall not be a bar to suit where claimant proves that:

(a) It WAS not reasonably possible for him to give such notice, or

(b) That notice WAS not given due to fraud on the part of carrier, or

- (c) The management of carrier had knowledge of damage to passenger's baggage.
  - (2) Any right to damages against carrier shall be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- (E) Overriding law  
Insofar as any provision contained or referred to in the ticket or in this tariff may be contrary to a law, government regulation, order or requirement which severally cannot be waived by agreement of the parties, such provisions shall remain applicable and be considered as part of the contract of carriage to the extent only that such provision shall not affect any other part.
- (F) Modification and waiver  
No agent, servant, or representative of carrier has authority to alter, modify, or waive any provisions of the contract of carriage of this tariff.
- (G) Gratuitous transportation
- (1) Gratuitous transportation by carrier of persons as hereinafter described shall be governed by all the provisions of this rule, except subparagraph (2) below and by all other applicable rules of the tariff.
    - (a) Transportation of persons injured in aircraft accidents on the lines of carrier and physicians and nurses attending such persons.
    - (b) Transportation of persons, the object of which is that the providing relief in general epidemics, pestilence or other calamitous visitation.
    - (c) Transportation of persons, which is required by and authorized pursuant to part 223 of the economic regulations of the department of transportation of the United States of America.
    - (d) Transportation of persons which is subject to the convention.
    - (e) Transportation of offices, employees and servants of carrier traveling in the course of their employments and in the furtherance of carrier's business.
  - (2) Except in respect of gratuitous transportation of persons described in paragraph (g)(1) above, carrier in furnishing gratuitous transportation shall not be liable (the provisions of Rule 55(b) and (c) to the contrary notwithstanding) under any circumstances whether of its own negligence or

that of its offices, agents, representatives or employees, or otherwise, and the person using such free transportation on behalf of himself, his heirs, legal representative, defendants and other parties in interest, and their representative, assignees, releases and agrees to indemnify carrier, its officers, agents, representative and employees from all liability (including cost and expenses), for any and all delay, and for failure to complete passage, and from any and all loss or damage to the property of such person.

Note: Rules stating any limitation on, or conditions relating to the liability of the carriers for personal injury or death are not permitted to be included in the tariffs filed pursuant to the law of the United States, except to the extent provided in Rule 55(b)(1). Insofar as this rule states any such limitation or condition it is included herein; except to the extent provided in Rule 55(b)(1), as then the United States and not as part of this tariff filed with the department of transportation of the United States.

- (3) When carrier at no charge to a passenger retrieves the passenger's baggage from the airport following the passenger's flight on a separate ticket with a different carrier, and transports that baggage to the passenger's ultimate destination because the passenger failed to claim the baggage from the first carrier and recheck the baggage on Hawaiian, such transportation by Hawaiian shall be considered gratuitous transportation. When Hawaiian furnishes gratuitous transportation of baggage that is not subject to the Montreal convention, the liability limits of the Montreal convention do not apply and liability shall instead be governed by the release, waiver, indemnification and hold harmless agreement ("release") signed prior to the provision of such transportation.

## Rule 56 Service Animals

This Rule 56 only applies to Service Animals. A Service Animal means a dog individually trained to do work or perform tasks for the benefit of a guest who is a qualified individual with a disability. For the transport of pets, please see Rule 105: No Acceptance of Pets for International Travel Except as Cargo of this International Contract of Carriage. For cargo arrangements, please visit our cargo page at: [www.hawaiianaircargo.com](http://www.hawaiianaircargo.com), or call us at 1-877-HA-CARGO (422-2746).

We accept trained service animals, as provided for under the Air Carrier Access Act (ACAA) and the relevant United States Department of Transportation (DOT) regulations, for travel without charge when they are accompanying a qualified individual with a disability upon the terms and conditions in this Rule 56.

**A. GENERAL CONDITIONS OF TRAVEL FOR SERVICE ANIMALS.** We know that Service Animals provide valuable services to our guests. If you are a qualified individual with a disability, we welcome your Service Animals for travel free of charge with you in the cabin of the aircraft. However, for the safety and security of everyone, and to meet our operational needs, this rule sets out the conditions, restrictions, and requirements of bringing your Service Animals on board our aircraft. We strongly recommend that you read and understand the provisions in this rule before traveling with any Service Animals so that you and your animal(s) are best prepared for your journey. Although we do not charge to transport your Service Animals as set forth below, we reserve the right to charge you for any repairs and/or cleaning costs to our aircraft beyond normal wear and tear associated with the transport of your animal.

- 1. Number of Service Animals.** In no event will we accept more than two (2) Service Animals per person that meet the requirements of this Rule 56. Additional Service Animals will be treated as pets in accordance with Rule 105: No Acceptance of Pets for International Travel Except as Cargo.
- 2. Credible Verbal Assurances.** As part of our vetting process, we may ask you if the animal is required to accompany you because of a disability and what work or task the animal has been trained to perform.
- 3. Required Form.** For all Service Animals, we require you to complete and submit to us the Department's "U.S. Department of Transportation Service Animal Air Transportation Form" ("DOT Service Animal Form"). This form is can be found on our website at <https://www.hawaiianairlines.com/ServiceAnimalForm>. For reservations made more than 48 hours in advance of travel, you must provide notice of your intent to travel with a Service Animal by submitting a hardcopy or electronic version of the DOT Service Animal Form to us not later than 48 hours prior to your first originally scheduled departure time. For reservations made 48 hours or less in advance of travel, you must complete the DOT Service Animal Form and submit a

hardcopy of the form to our agent at your departure gate on the date of travel.

4. **No Disruptive Behavior.** All Service Animals must remain harnessed, leashed or otherwise tethered at all times. For the safety of everyone on board the aircraft, we reserve the right to deny transport of any Service Animal in the cabin of the aircraft in our sole discretion for disruptive behavior. Disruptive behavior shall include, among other things, running freely around an aircraft, boarding area, or airport, growling repeatedly at other people, biting, nipping at, or jumping on people (other than on the owner guest as trained for a health alert), or urinating or defecating in undesignated relief areas such as at the gate or in the cabin of the aircraft. An animal that engages in these types of disruptive behaviors has not been adequately trained to behave in public settings. An animal that engages in disruptive behavior will not be considered a Service Animal, regardless of other factors. As such, the animal would need to be transported as a pet in accordance with Rule 105: No Acceptance of Pets for International Travel Except as Cargo.
5. **Additional Documentation on Long Flights.** On any flight of eight (8) hours or more, you will be required to remit a completed version of the DOT's "U.S. Department of Transportation Service Animal Relief Attestation" ("DOT Animal Relief Form") as a condition of transportation. A copy of that form can be found on our website at <https://www.hawaiianairlines.com/ServiceAnimalReliefAttestation>. For reservations made more than 48 hours in advance of travel, you must provide a hardcopy or electronic version of the DOT Animal Relief Form to us not later than 48 hours prior to your first originally scheduled departure time. For reservations made 48 hours or less in advance of travel, you must complete the DOT Animal Relief Form and submit a hardcopy of the form to our agent at your departure gate on the date of travel.
6. **Restricted Seating.** A qualified individual with a disability accompanied by one or more Service Animals will not be allowed to sit in (i) any exit row, (ii) any seat where an animal would obstruct an aisle, or (iii) any seat that must remain unobstructed to facilitate an emergency evacuation. No Service Animal may occupy an empty seat. All Service Animals are limited to your floor space and any floor space of an adjacent empty seat only, or your lap, provided that the animal is no larger than a lap child, as determined in our sole discretion.
7. **Large, Heavy Animals.** If any Service Animal in our sole discretion is too large to fit safely in the floor space in front of you, we will try to accommodate you and your animal by relocating you to empty adjacent seats in the same class of service, provided that (i) space is available that does not otherwise obstruct emergency evacuation routes, and (ii) your relocation will not cause a delay in the flight. If there are no adequate alternatives available for you to travel with your Service Animals in the same class of service

as the seat you purchased, we will try to accommodate you and your animal in the same class of service on a later flight with more room, or offer to transport your animal(s) as checked baggage in the cargo hold of our aircraft.

**8. Assumption of Responsibility.** You assume full responsibility for the safety, well-being, and conduct of your Service Animals, including, but not limited to, the interaction of the animal with other guests who may encounter the animal while on board the aircraft. You agree to indemnify us for any losses associated with your Service Animals other than for any repair and cleaning costs solely related to normal wear and tear.

**9. Permits and Governmental Compliance.** You are responsible for compliance with all Government Laws, requirements and restrictions relating to your Service Animals, which includes, for example, obtaining entry permits and health certificates required at the origin of travel, any intermediate destination(s) and the final destination to which the animal is being transported, and producing such documentation upon demand. You also agree to indemnify us for any costs and expenses we may incur because of your failure to comply with this paragraph.

NOTE: SOME FOREIGN JURISDICTIONS MAY NOT RECOGNIZE SERVICE ANIMALS OR MAY DEFINE THEM DIFFERENTLY THAN AS PROVIDE FOR IN THIS INTERNATIONAL CONTRACT OF CARRIAGE, AND YOUR ANIMAL MAY BE PROHIBITED OR RESTRICTED FROM ENTRY INTO A PARTICULAR COUNTRY. YOU ARE SOLELY RESPONSIBLE FOR UNDERSTANDING AND COMPLYING WITH ANY FOREIGN DESTINATION'S ENTRY REQUIREMENTS FOR YOUR SERVICE ANIMAL.

NOTE: The State of Hawaii has strict laws regarding the import of animals. Some animals that may be allowed in other states may be restricted or prohibited in Hawaii. YOU ARE SOLELY RESPONSIBLE FOR UNDERSTANDING AND COMPLYING WITH STATE OF HAWAII REQUIREMENTS. You should contact the State of Hawaii Animal Industry Division - Animal Quarantine Branch at <http://hdoa.hawaii.gov/ai/ags/animal-quarantine-information-page/> as soon as possible to make sure that your Service Animals meets their requirements for entry into the state. Because of all the necessary procedures, the process must generally begin months in advance of travel to Hawaii.

Dogs may be quarantined for up to 120 days upon arrival in the State of Hawaii unless they meet all the State's 5-Day-Or-Less program requirements, which include certain vaccinations, a blood test, and waiting periods. A health certificate stating that your Service Animal is fit for travel must be signed and dated by a licensed veterinarian within 14-days of your arrival in Hawaii and shown to one of our agents. A Neighbor Island Inspection Permit issued by the State of Hawaii Industry Division is also required if your Service Animal is traveling from North America direct to OGG, LIH, or KOA. If you do not have the required documents, your Service Animal will not be allowed to travel.

NOTE: We do not accept any Service Animals that are in training for transport under this rule.

**B. SPECIALTY PURPOSE TRAINED DOGS.** We will accept dogs trained in explosives detection, drug and other searches, search and rescue,

and other specific functions for travel without charge, provided that the following conditions are met:

1. **Official Duty.** The dog and its handler are on official duty for the Military or a government agency, and the handler's credentials are current and verified as authentic.
2. **Accompanied by Handler.** The dog is accompanied by its handler for the duration of the travel.
3. **Harnessed or Leashed.** The dog is properly harnessed or leashed.
4. **Proper Placement.** The dog can be accommodated in a non-exit row at the feet of the guest. The dog may not physically occupy a seat in the aircraft.

## Rule 60 Reservations

### (A) General

A ticket will be valid only for flight(s) for which reservation(s) is made, and only between the points named on the ticket or applicable flight coupons. A passenger holding an unused open-date ticket or portion thereof or exchange order for onward travel, or who wishes to change his ticketed reservations to another date, shall not be entitled to any preferential right with respect to the obtaining of reservations.

### (B) Conditions of reservations

A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by a reservation's agent of the carrier or confirmed through the carrier's website and entered in the carrier's electronic reservations system. Subject to payment or satisfactory credit arrangements, a validated ticket will be issued by the carrier indicating such confirmed space, provided passenger applies to carrier for such ticket at least 120 minutes prior to scheduled flight departure time of the flight to which such reservation applies. Such reservation of space is subject to cancellation by the carrier without notice if the passenger has not obtained a validated ticket specifying thereon his confirmed reserved space at least 120 minutes prior to the scheduled departure time of the flight to which such reservation applies.

Note: Notwithstanding the above, a passenger holding a valid ticket for a confirmed reservation shall be considered to have confirmed reserved space, whether or not there is a record of his reservation in the carrier's reservations system.

Exception 1: If the passenger agrees to obtain a validated ticket issued by the carrier indicating such confirmed space at a time greater than 120 minutes prior to scheduled departure time of the flight to which such reservation applies, such earlier time limit will be entered into the carrier's electronic reservations system. The reservation for such passenger is subject to cancellation by the carrier without notice if the passenger has not obtained a validated ticket specifying thereon his confirmed reserved space prior to the agreed time in advance of the scheduled departure of the flight to which such reservation

applies.  
Exception 2: Where other rules contained herein provide for issuance, validation or purchase of a ticket more than 120 minutes prior to the scheduled departure time of the flight to which a reservation applies, the advance ticketing limit specified in such other rules will apply.

(C) Cancellation of reservations

- (1) HA has the right to cancel reservations (whether or not confirmed) of any passenger whenever such action is necessary to comply with any governmental regulation, upon any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond HA's control, including force majeure events.
- (2) HA has the right to cancel reservations (whether or not confirmed) due to the passenger's failure to comply with the rules set forth herein, including but not limited to, the passenger's failure to pay for the applicable ticket under the conditions applicable to the fare for such travel.
- (3)

(D) Failure to occupy space

If a passenger fails to occupy space which has been reserved on carrier's flight and the passenger does not provide carrier notice of the cancellation of the reservation before the departure, or if any carrier cancels the reservation of any passenger because they failed to provide notice to the carrier, HA may cancel all reservations (whether or not confirmed) held by such passenger on the flight of HA or any carrier for continuing or return space.

(E) Airport check-in time limits

HA has the right to refuse the acceptance of checked baggage and cancel reservations (whether or not confirmed) of any passenger who fails to present themselves for check-in within the following time limits preceding scheduled departure time of applicable flights.

- (1) HA recommends that passengers check-in baggage at least 3 hours prior to scheduled departure time.
- (2) Passengers must adhere to the following minimum times:
  - (a) Passengers required to purchase tickets must do so at least 120 minutes prior to scheduled departure otherwise HA may cancel reservations of tickets not yet purchased;

- (b) Baggage must be checked no later than 60 minutes prior to scheduled departure otherwise HA reserves the right to refuse to accept such baggage;
- (c) Reservations may be canceled if a passenger fails to check-in and obtain a boarding pass at least 60 minutes prior to scheduled departure; and
- (d) Reservations may also be cancelled if a passenger is not present at the boarding gate for boarding or on the aircraft at least 30 minutes prior to the scheduled departure time of the flight, even if he/she is already checked in for the flight at the designated area for check-in.

Note: The time limits provided by HA in (e)(2) above are minimum time requirements. Due to lengthy TSA security screening checkpoint waiting times, earlier arrivals are recommended. Passenger and baggage processing time may differ from airport to airport. It is the passenger's responsibility to ascertain the departure airport's time requirements for security screening so that the passenger complies with HA minimum time limits.

- (3) HA reserves the right to close the aircraft doors ten minutes prior to scheduled departure time.
- (F) HA is not liable for any consequential, compensatory, or other damages when it cancels reservations (whether or not confirmed) of any passenger in accordance with this rule, but:
  - (1) If such reservation WAS cancelled according to paragraph a) of this rule, HA will take such action as is provided in Rule 85.
  - (2) If such reservation WAS cancelled according to other paragraph of this rule, HA will refund in accordance with rule 90 only to the extent the passenger has paid.
- (G) Overbooking  
All of HA's flights are subject to overbooking which could result in HA's inability to provide previously confirmed reserved space for a given flight or for the class of service reserved. In that event, HA's obligation to the passenger is governed by Rule 87.
- (H) Reservations made through HA's reservations call center, airport ticket counters located within the United States and America Samoa (PPG), and HA ticket office in Papeete (PPT) will be subject to non-refundable surcharge that will apply per ticketed passenger. The following surcharges will be charged in addition to any other applicable fees or

additional fare collection, and do not apply to irregular operations or schedule change situations:  
Ticketing surcharge for all reservations excluding frequent flyer award redemption:

- (i) Ticketed by HA reservations call center:  
25.00 USD
- (ii) Ticketed by HA airport ticket counters located within the US: 35.00 USD
- (iii) Ticketed by HA airport ticket counters in PPG: 25.00 USD
- (iv) Ticketed by HA ticket office in Papeete (PPT) 4,000 XPF

Note: MNL is not an airport ticket office. No ticketing transactions are available.

## Rule 65 Tickets

### (A) General

- (1) A ticket will not be issued and in any case carrier will not be obligated to carry until the passenger has paid the applicable fare or has complied with credit arrangements established by carrier.
- (2) No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereon.
- (3) Flight coupons will be honored only in the order in which they are issued, and only if all unused flight coupons and passenger coupons are presented together.
- (4) A ticket which has not been validated, or which has been altered, mutilated or improperly issued, shall not be valid.
- (5) Tickets are not transferable but carrier is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.
- (6) Tickets may be purchased on credit, installment, or time payment plans lawfully in effect.
- (7) The purchaser of an HA ticket and the passenger intending to use such ticket are responsible for ensuring that the ticket accurately states the passenger's name. Presentation of a ticket for transportation on HA by someone other than the passenger named thereon renders the ticket void. Such tickets will be subject to confiscation and will be ineligible for any refund.
- (8) The fare paid shall only be applicable when international travel actually commences in the country of the point of origin shown on the ticket, i.e. If international travel actually commences in a different country the fare must be reassessed from such country.

### (B) Validity for carriage

- (1) General  
When validated, the ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown therein and for the applicable class of service and is valid for the period of time specified or referred to in paragraph (2) below. Each flight coupon will be accepted for carriage on the date and flight for which accommodation has been reserved. When flight coupons are issued on

an "open date" basis, accommodations will be reserved upon application, subject to the availability of space. The place and date of issue are set forth on the flight coupons.

(2) Period of validity

The period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket, or if no portion of the ticket is used, from the date of issuance of the original ticket.

(a) Normal fare tickets - The above period of validity applies, however a ticket for a normal fare trip which limits the carriage to specific periods of the day, week, month or year, is good for carriage only during the period to which the fare applies.

(b) Excursion or Special Fare tickets - If the ticket is for an excursion or Special Fare having a shorter period of validity than indicated above, such shorter period of validity applies only in respect to such excursion or Special Fare transportation.

(3) "Open exchange order"/miscellaneous charges order  
An exchange order or miscellaneous charges order issued without definite date of passage must be presented for a ticket within one year from the date of issue; otherwise it will not be honored for a ticket.

(4) Expired ticket

An expired ticket or exchange order will be accepted for refund in accordance with Rule 90(e), (Voluntary refunds).

(5) Computation of validity

When determining ticket validity, return limits and all other calendar periods specified herein, the first day to be counted shall be the day following that upon which the ticket is issued or the transportation commenced.

(6) Expiration of validity

Tickets expire at midnight on the date of expiration of ticket validity.

(C) Extension of ticket validity

Carrier's operations

if a passenger is prevented from travelling within the period of validity of his ticket because carrier:

- (1) Cancels the flight upon which the passenger holds confirmed space;
- (2) Omits a scheduled stop, provided this is the passenger's place of departure, place of destination, or place of stopover;
- (3) Fails to operate a flight reasonably according to schedule;

- (4) Causes the passenger to miss a connection;
  - (5) Substitutes a different class of service; or
  - (6) Is unable to provide previously confirmed space; carrier will, without additional collection of fare, extend the validity of such passenger's ticket until the first service of carrier, on the class for which the fare has been paid, on which space is available, but not for more than 30 days.
- (D) Extension of ticket validity and waiver of minimum/maximum stay provisions
- (1) In the event of death of a family member not accompanying passenger  
In the event a passenger holding a Special Fare ticket returns prior to the expiry of the minimum stay requirement because of the death of an immediate family member not accompanying him, such passenger will be entitled to a refund of additional amounts paid in order to return early. However, no refund will be permitted unless the passenger is able to produce a death certificate attesting to the fact of the death after commencement of travel of such family member.
  - (2) (a) Medical reasons
    - (i) Ticket extension  
When a passenger is prevented from travelling within the period of validity of his ticket by reason of illness, carrier will extend the period of validity of such passenger's ticket until the date when he becomes fit to travel according to a medical certificate, or until the first service becomes available on the class for which the fare has been paid on the carrier on which space is available after such date from the point where the journey is resumed or from the last connecting point. Provided, that when the flight coupons remaining in the ticket involve one or more stopovers, the validity of such ticket will be extended for not more than three months from the date shown on such certificate. In such circumstances, carrier will extend similarly the period of validity of tickets of persons travelling with an incapacitated passenger.
    - (ii) (Applicable to HA Special Fares between points in Area 1 and points in Area 3 - other than Southwest Pacific - Via the Pacific)  
waiver of minimum stay requirements when a ticket is sold at a Special Fare

containing a minimum-stay requirement, the minimum-stay requirement will be waived when the passenger by reason of illness, substantiated by a medical certificate attesting to the illness of such passenger after passenger's commencement of travel, desires to commence return travel prior to the minimum-stay period. The passenger will be permitted to return at the special fare paid. No refund will be made unless travel at applicable fares results in an amount less than the Special Fare originally purchased at the commencement of travel from the point of origin. The ticket must be endorsed "early return on account of illness of (name of passenger)." a copy of the medical certificate must be retained in the carrier's files for a minimum period of two years. The same provisions will apply to immediate family member(s) accompanying the passenger.

Note: For the purpose of this rule, "immediate family" means: Spouse, children (including adopted children), parents, brothers, and sisters. The term also encompasses fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, grandparents, grandchildren, sons-in-law, and daughters-in-law.

- (b) In the event of a passenger's death - provisions for accompanying passengers
  - (i) Extension of ticket validity for normal fares and waiver of maximum stay requirements of Special Fares
    - (aa) Carrier will extend the ticket validity of persons accompanying a deceased passenger for no longer than 45 days after the date of death of that passenger.
    - (bb) A death certificate (or a copy) duly executed by the competent authorities (i.e., those designated to issue a death certificate by the applicable laws of the country concerned) in the country in which death occurred must be presented at the time of reticketing and a copy retained in the carrier's files for a minimum period of 2 years.
  - (ii) waiver of minimum stay requirements -

Special Fares

- (aa) In the event of the death of a passenger EN route, the minimum stay and group travel requirements with regard to any Special Fares will be waived for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased passenger.
  - (bb) The ticket must be endorsed "earlier return on account of death of . . . . . (name of passenger)".
  - (cc) A death certificate (or a copy) duly executed by the competent authorities (i.e., those designated to issue a death certificate by the applicable laws of the country concerned) in the country in which death occurred must be presented to the reticketing carrier at the time of reticketing. Passenger will be accommodated under this provision only in the class of service originally ticketed.
  - (dd) If the death certificate is not available at the time passenger is to travel, or, if the carrier has reason to doubt the validity of such certificate, passenger will be accommodated only upon payment of the fare applicable to transportation actually used, and a request for refund may be filed with the carrier. Upon receipt of the claim form and all supporting documents, carrier will determine the validity of the claim, and if valid, will refund to the passenger the difference between the total fares paid by the passenger and the amount such passenger would have paid under the provisions of this rule.
  - (ee) The provisions of this rule will also apply to members of the immediate travel party who accompany the passenger.
- (E) Coupon sequence and production of the ticket  
Flight coupons must be used in sequence from the place of departure as shown on the passenger coupon. The passenger throughout his journey must retain the

passenger coupon and all flight coupons of the ticket not previously surrendered to carrier. He must, when required, produce the ticket and surrender any applicable portion to carrier.

- (F) Absence, loss, or irregularities of ticket
- (1) Carrier is not obligated to accept a ticket if any part of it is mutilated or if it has been altered by other than carrier or if it is presented without the passenger coupon and all unused flight coupons.
  - (2) Carrier will refuse carriage to any person not in possession of a valid ticket. In case of loss or nonpresentation of the ticket or the applicable portion thereof, carriage will not be furnished for that part of the trip covered by such ticket or portion thereof until the passenger purchases another ticket at the current applicable fare for the carriage to be performed.
- (G) Nontransferability
- A ticket is not transferable, but carrier shall not be liable to the person entitled to be transported or to the person entitled to receive such refund for honoring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith. If a ticket is in fact used by any person other than the person to whom it WAS issued, carrier will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property or the death or injury of such unauthorized persons arising from or in connection with such unauthorized use.
- (H) Issuance of ticket stock
- The carrier will issue to a person a stock of tickets and validating stamp for the purpose of issuing tickets for transportation, subject to (1) Reasonable credit requirements and (2) Entering into a written agreement authorizing the issuance of tickets and providing for accounting, reservations, and ticketing procedures and provisions protecting the carrier from loss or misuse of the tickets.
- (I) Ticket number requirement
- For fares requiring an advance purchase ticket, numbers must be forwarded to HA by the ticketing time limit. Failure to do so will result in cancellation of reservations.
- (J) Paper ticket fee
- HA will collect a USD 75.00 non-refundable service charge when a passenger voluntarily requests a paper

Tariff: HA1  
Carrier: Hawaiian Airlines - HA

DOT No. 603

ticket or the conversion of an electronic ticket to  
paper for all ET eligible itineraries.

- (K) Prepaid ticket advice
- (L) Ticket number requirement

## Rule 76 Returned Check Charge

HA will collect USD 20.00 for each returned check. This charge is non-refundable and is not subject to any discount.

Rule 80 Revised Routings, Failure to Carry and Missed Connections

- (A) Definitions for the purpose of this rule, the following terms have the meaning indicated below:
- (1) Comparable air transportation means transportation provided by air carriers or foreign air carriers holding certificates of public convenience and necessity or foreign permits issued by the civil aeronautics board.
  - (2) Connecting point means a point to which a passenger holds or held confirmed space on a flight of one carrier and out of which the passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier shall be deemed to be a single connecting point when the receiving carrier has confirmed reservations to the delivering carrier.
  - (3) Delivering carrier means a carrier on whose flight a passenger holds or held confirmed space to a connecting point.
  - (4) Misconnection occurs at a connecting point when a passenger holding confirmed space on an original receiving carrier is unable to use such confirmed space because the delivering carrier WAS unable to deliver him to the connecting point in time to connect with such receiving carrier's flight.  
Note: The same rules regarding delivering and receiving carriers responsibility apply at the subsequent point(s) of misconnection as would apply at the point of original misconnection.
  - (5) New receiving carrier(s) means a carrier or combination of connecting carriers, other than the original receiving carrier(s), operating between the point of misconnection and the destination or next point of stopover or connecting point shown on the passenger's ticket, on whose flight a passenger is transported from the connecting point.
  - (6) Original receiving carrier(s) means a carrier or combination of connecting carriers on whose flight(s) a passenger originally held or holds confirmed space from a connecting point to a destination, next stopover or connecting point.
  - (7) Outbound flight means the flight on which a passenger originally held confirmed space beyond the point where the schedule irregularity or failure to carry occurs.
  - (8) Schedule irregularity means any of the following irregularities:
    - (a) Delay in scheduled departure or arrival of a

- carrier's flight resulting in a misconnection;
  - (b) Flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier's flight;
  - (c) Substitution of equipment of a different class of service; or
  - (d) Schedule changes which require rerouting of passenger at departure time of the original flight.
- (B) Changes requested by passenger
- (1) When change can be made at the passenger's request, carrier will effect a change in the routing (other than the point of origin); destination carrier(s); class of service; or validity specified in an unused ticket, flight coupon(s), or miscellaneous charges order provided that:
    - (a) Such carrier issued the ticket; or miscellaneous charges order;
    - (b) Such carrier is designated in the "via carrier" box, or no carrier is designated in the "via carrier" box, of the unused flight coupon or exchange order for the first onward carriage from the point on the route at which the passenger desires the change to commence; however, where the carrier that issued the ticket is designated as carrier for any subsequent section and has an office or general agent at the point on the route where the change is to commence or where the passenger makes his request for such change, the reissuing carrier shall obtain such issuing carrier's endorsement; or
    - (c) Such carrier has received written or telegraphic authority to do so from the carrier entitled, under (a) and (b) above, to effect the change.Exception: Carrier will not require endorsement for transportation documents governing portions of transportation wholly within the area comprising the U.S.A.
  - (2) Method of effecting change  
The change requested by the passenger shall be effected by:
    - (a) Endorsement of such unused ticket, flight coupon(s), or exchange order to the new receiving carrier;
    - (b) Reticketing of the passenger.
  - (3) Applicable fare
    - (a) The fare and charges applicable as a result

- of any such change in routing, destination, or carrier shall be the fare and charges that would have been applicable if transportation had been purchased as of the date of commencement of carriage provided that:
- (i) Additional passage at the through-fare shall not be permitted unless request has been made prior to arrival at the destination named on the original ticket or miscellaneous charges order;
  - (ii) After the carriage has commenced, a one-way ticket shall not be converted into a round-trip or circle-trip ticket at the round-trip or circle-trip discount for any portion already flown; and
  - (iii) After carriage has commenced a round-trip ticket can be converted into a circle-trip ticket, or vice versa provided that request is made prior to the passenger's arrival at the destination named on the original ticket or miscellaneous charges order.
- (b) Any difference between the fares and charges applicable under sub-paragraph (a) above, and the fares and charges paid by the passenger, will be collected from the passenger by the carrier accomplishing the rerouting, who will also pay to the passenger any amounts due on account of refunds.
- (c) Except as otherwise provided in Rule 85 the fare and charges applicable when a rerouting or change in ultimate destination is made at passenger's request at an office of carrier prior to arrival at the ultimate destination named on the original ticket, shall be the fare and charges that would have been applicable had the original ticket designated the routing and/or ultimate destination as revised by the new ticket. Any difference between the fare and charges so applicable and the fare and charges applicable to the original ticket issued to the passenger will be collected from or refunded to the passenger, as the case may be.
- (d) Notwithstanding the provisions of this rule, carrier will not accept for any purposes under this rule passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings ("the defaulting carrier").

Exception: Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier will be reissued/rerouted only between the points named on the original ticket which were served by carrier solely for transportation via carrier, provided such tickets were issued by such defaulting carrier in its capacity as agent for carrier and specified transportation via carrier. When tickets are accepted, no adjustments in fare will be made which would require carrier to refund money to the passenger.

- (4) Expiration date  
The expiration date of any new ticket issued for a change in routing, destination, carrier(s), class of service, or validity will be limited to the expiration date that would have been applicable if the new ticket had been issued on the date of sale of the original ticket or miscellaneous charges order.

- (C) Involuntary revised routings  
In the event carrier cancels a flight, fails to operate according to schedule, fails to stop at a point to which the passenger is destined or is ticketed to stop over, substitutes a different type of equipment or class or service, denies boarding to a passenger holding a confirmed reservation because there is insufficient space on the flight to accommodate him, induces a passenger to surrender voluntarily his confirmed reserved space so that another passenger is not denied boarding involuntarily, or removes or refuses passage to a passenger in accordance with rule 25, carrier will either:

- (1) Carry the passenger on another of its passenger aircraft on which space is available without additional charge regardless of the class of service;
- (2) Endorse to another carrier or other transportation service, the unused portion of the ticket for purposes of rerouting;
- (3) Reroute the passenger to the destination named on the ticket or applicable portion thereof by its own or other transportation services; and, if the fare, excess baggage charges, and any applicable service charge for the revised routing or class of service is higher than the refund value of the ticket or applicable portion thereof as determined by rule 90, carrier will require no additional

- payment from the passenger, but will refund the difference if it is lower;
- (4) (a) Transport the passenger on another economy flight on which space is available; or
  - (b) Transport the passenger to the destination shown on its portion of the ticket on carrier's next first class flight on which space is available, at no additional fare, if so doing will provide an earlier arrival than the next economy flight on which space is available; or
  - (5) Make involuntary refund in accordance with rule 90(d).
- (D) Missed connections  
In the event a passenger misses an onward connecting flight on which space has been reserved because the delivering carrier did not operate its flight according to schedule or changed the schedule of such flight, the delivering carrier will arrange for the carriage of the passenger or make involuntary refund in accordance with rule 90.
- (E) Free baggage allowance  
An involuntarily rerouted passenger shall be entitled to retain the free baggage allowance applicable for the type of service originally paid for. This provision shall apply even though the passenger may be transferred from a first class flight to a business/economy/tourist/economy/ thrift class flight and is entitled to a fare refund.

## Rule 85 Schedules, Delays and Cancellation of Flights

### (A) Schedules

Times shown in timetables or elsewhere are approximate and not guaranteed, and form no part of the contract of carriage. Schedules are subject to change without notice and carrier assumes no responsibility for making connections. Carrier will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of carrier is authorized to bind carrier by any statements or representation as to the dates or times of departure or arrival, or of the operation of any flight.

### (B) Schedule irregularity

When a passenger will be delayed because of a schedule irregularity or a carrier cancels the passenger's reservation pursuant to Rule 60 (Reservations):

- (1) Any carrier causing such delay or in the case of a misconnection the original receiving carrier(s), will transport the passenger without stopover on its (their) next flight, on which space is available, in the same class of service as the passenger's original outbound flight at no additional cost to the passenger; if space is available on a flight(s) of a different class of service, acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger only if it (they) will provide an earlier arrival at the passenger's destination, next stopover point or transfer point;
- (2) If the carrier causing such delay, or in the case of misconnection the original receiving carrier(s) is unable to provide onward transportation acceptable to the passenger, any other carrier or combination of connecting carriers, at the request of the passenger will transport the passenger without stopover on its (their) next flight(s) in the same class of service as the passenger's original outbound flight or if space is available on a flight(s) of a different class of service, acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger only if it (they) will provide an earlier arrival at the passenger's destination, next stopover point or transfer point;
- (3) The carrier causing the schedule irregularity will refund in accordance with rule 90 (refunds); or
- (4) When passenger is rerouted in accordance with paragraph (2) above, carrier will endorse to

another carrier the unused portion of the ticket for the purposes of rerouting.

Exception: Carrier will not require endorsement for transportation documents governing portions of transportation wholly within the area comprising the continental U.S.A.

(C) Extended delays

Note: In the case of codeshare flights, the operating carriers tarmac delay contingency plan shall apply.

- (1) HA will permit passengers to disembark an aircraft before it is delayed more than three (3) hours after the aircraft door closes (in the case of departure) or from the time the aircraft touches down (in the case of arrival) unless (i) The pilot-in-command determines there is a safety-related or security-related reason why the aircraft cannot leave its position on the tarmac to deplane passengers or (ii) Air traffic control advises the pilot-in-command that returning to the gate or another disembarkation point elsewhere in order to deplane passengers would significantly disrupt airport operations.
- (2) If extended delays (over two (2) hours) are encountered for passengers already boarded and after the aircraft leaves the gate (in case of departure) or touches down (in the case of arrival), HA will provide food (snack mix, pretzels etc.), water, juice and/or soft drinks, consistent with passenger and employee safety and applicable laws and regulations.
- (3) HA will provide restroom facilities and access to medical treatment, consistent with passenger and employee safety and applicable laws and regulations, while the aircraft remains on the tarmac.
- (4) HA has sufficient resources to implement paragraphs c(2) and c(3) above and has coordinated with airport authorities at all medium and large hub airports that HA serves, including medium and large hub diversion airports, pursuant to 14 C.F.R. Part 259.

(D) Change in schedule when a passenger will be delayed because of a change in its schedule, carrier will arrange to:

- (1) Transport the passenger over its own lines to the destination, next stopover point or transfer point shown on its portion of the ticket, without stopover at no additional cost to the passenger, provided that a passenger who paid a economy fare

- will be transported on one of its first class flights only if such flight will provide an earlier arrival than its next economy flight on which space is available;
- (2) Endorse the unused ticket for the purpose of rerouting over another carrier; or
  - (3) Refund in accordance with rule 90 (refunds).

(E) Cancellations

- (1) Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch, but no particular time is fixed for the commencement or completion of carriage. Subject thereto carrier may, without notice, substitute alternate carriers or aircraft and may alter or omit the stopping places shown on the face of the ticket in case of necessity.
- (2) Carrier may, without notice, cancel, terminate, divert, postpone, or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with its tariffs the fare and baggage charges for any unused portion of the ticket, when it would be advisable to do so:
  - (a) Because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of god, force majeure, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances or unsettled international conditions), actual, threatened or reported or because of any delay, demand, condition, circumstances or requirement due, directly or indirectly, to such fact;
  - (b) Because of any fact not reasonably to be foreseen, anticipated, or predicted;
  - (c) Because of any government regulation, demand, or requirement; or
  - (d) Because of shortage of labor, fuel, or facilities or labor difficulties of carrier or others.
- (3) Carrier may cancel the right or further right of carriage of the passenger and his baggage upon refusal of the passenger, after demand by carrier, to pay the fare or portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger, without being subject to any liability therefore except to refund, in accordance herewith, the unused portion of the fare and baggage charge(s) previously paid, if any.

- (F) Notwithstanding the provisions of this rule, carrier will not accept for any purposes under this rule passenger tickets or related transportation documents issued by any carrier which is in substantial default of its interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings (the "defaulting carrier").

Exception: Notwithstanding the provisions of this paragraph, tickets issued by the defaulting carrier will be accepted solely for transportation over the lines of carrier provided such tickets were issued by such defaulting carrier in its capacity as agent for carrier and specified transportation via carrier. When tickets are accepted, no adjustments in fare will be made which would require carrier to refund money to the passenger.

## Rule 87 Denied Boarding Compensation

When the carrier is unable to provide previously confirmed space due to more passengers holding confirmed reservations and tickets on a flight than there are available seats on that flight, the carrier will take the actions specified in the provisions of this rule.

### (A) Definitions

- (1) Airport means the airport at which the direct or connecting flight, on which the passenger holds confirmed reserved space, is planned to arrive, or some other airport serving the same metropolitan area, provided that transportation to the other airport is accepted (i.e. Used) by the passenger.
- (2) Alternate transportation means air transportation with a confirmed reservation at no additional charge, operated by a carrier as defined below, or other transportation accepted and used by the passenger in the case of denied boarding.
- (3) Carrier means: (a) a direct carrier, except a helicopter operator, holding a certificate issued by the Department of Transportation pursuant to 49 U.S.C. 41102 or that has been found fit to conduct commuter operations under 49 U.S.C. 41738, or an exemption from 49 U.S.C. 41102, authorizing the scheduled transportation of persons; or (b) a foreign air carrier holding a permit issued by the department pursuant to 49 U.S.C. 41302, or an exemption from that provision, authorizing the scheduled foreign air transportation of persons.
- (4) Class of service means seating in the same cabin class such as first, business or economy class, or in the same seating zone if the carrier has more than one seating product in the same cabin such as economy and premium economy class.
- (5) Comparable air transportation means transportation provided by air carriers or foreign air carriers holding certificates of public convenience and necessity, or foreign permits.
- (6) Confirmed reserved space means space on a specific date and on a specific flight and class of service of a carrier which has been requested by a passenger, including a passenger with a "Zero Fare Ticket," and which carrier or its agent has verified, by appropriate notation on the ticket or in any other manner provided therefore by the carrier, as being reserved for the accommodation of the passenger.
- (7) Fare means the price paid for air transportation including all mandatory taxes and fees, it does

- not include ancillary fees for optional services.
- (8) Stopover means a deliberate interruption of a journey by the passenger, scheduled to exceed 4 hours, at a point between the place of departure and the place of destination.
  - (9) Zero fare ticket means a ticket acquired without a substantial monetary payment such as by using frequent flyer miles or vouchers, or a consolidator ticket obtained after a monetary payment that does not show a fare amount on the ticket. A Zero fare ticket does not include free or reduced rate air transportation provided to airline employees and guests.

(B) Request for volunteers

- (1) The carrier will request passengers who are willing to do so, to voluntarily relinquish their confirmed reserved space in exchange for compensation in an amount determined by the carrier. If a passenger is asked to volunteer, the carrier will not later deny boarding to that passenger involuntarily unless that passenger WAS informed at the time he WAS asked to volunteer
  - (a) that there WAS a possibility of being denied boarding involuntarily, and
  - (b) of the amount of compensation to which he would have been entitled in the event of being denied boarding involuntarily.The request for volunteers and the selection of such persons to be denied space will be in a manner determined solely by the carrier.  
Note: In exchange for voluntarily relinquishing confirmed space and subject to the passenger's approval, the carrier will compensate the passenger with travel credit valid for the purchase of transportation instead of monetary compensation. The travel credit will be valid for travel on HA within 365 days from the date of issue and will apply only to online transportation via HA, may not be endorsed to or accepted by any other carrier, and will not be refundable to, saleable by, transferable by, or assignable by the passenger.

(C) Boarding priorities

- (1) If a flight is oversold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his/her will until airline personnel first ask for volunteers who will give up their reservations willingly, in exchange for a payment of the airline's choosing. If there are not enough volunteers, other passengers may be denied boarding involuntarily, in accordance with the

boarding priority of Hawaiian airlines.

- (2) Typically all passengers holding seat assignments will be boarded; passengers who are not holding seat assignments will be boarded in the order of the time they check-in. Hawaiian airlines may also consider other factors including a passenger's disability or status as an unaccompanied minor, a passenger's frequent flyer status, or the fare paid by a passenger.
- (D) Transportation for passengers denied boarding when the carrier is unable to provide previously confirmed space, the carrier causing the passenger to be delayed will provide transportation to persons who have been denied boarding, whether voluntarily or involuntarily, in accordance with the provisions below.
- (1) The carrier will transport the passenger without stopover on its next flight on which space is available at no additional cost to the passenger, regardless of class of service.
  - (2) If the carrier causing such delay is unable to provide onward transportation acceptable to the passenger, any other carrier or combination of carriers, at the request of the passenger, will transport the passenger without stopover on its (their) next flight(s) in the same class of service as the passenger's original outbound flight; or if space is available on a flight(s) of a different class of service acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger only if it (they) will provide an earlier arrival at the passenger's destination, next stopover point, or transfer point.
- (E) Compensation for involuntary denied boarding
- In addition to providing transportation as described in paragraph d) above, when the passenger who is delayed has not voluntarily relinquished confirmed reserved space in accordance with provisions in paragraph (B) above, the carrier causing the delay will compensate the delayed passenger for the carrier's failure to provide confirmed space. Compensation will be made in accordance with the provisions below.
- (1) Conditions for payment
    - (a) The passenger holding a ticket for confirmed space must present himself/herself for carriage at the appropriate time and place, having complied fully with the carrier's requirements as to ticketing, check-in, and reconfirmation procedures and having met all requirements for acceptance for transportation published in the carrier's tariff.
    - (c) The flight for which the passenger holds

confirmed reserved space must be unable to accommodate the passenger and departs without the passenger.

Exception 1: The passenger will not be eligible for compensation if the flight on which he/she holds confirmed reserved space is unable to accommodate him/her because of government requisition of space or substitution of equipment of lesser capacity when required by operational or safety reasons.

Exception 2: The passenger will not be eligible for compensation if his/her reservation has been cancelled according to Rule 60(e)--airport check-in time limits.

Exception 3: The passenger will not be eligible for compensation when he/she is accommodated on comparable air transportation, or other transportation scheduled to arrive at the passenger's next stopover or, if none, initial destination within one (1) hour after the scheduled arrival time of the passenger's original flight or flights.

Exception 4: The passenger is offered accommodations or is seated in a section of the aircraft other than that specified on the ticket at no extra charge, except that a passenger seated in a section for which a lower fare is charged shall be entitled to an appropriate refund.

Note: Failure to comply with rules concerning check-in time limits set forth in Rule 60 of this tariff will result in the cancellation of the passenger's reservation and will render him/her ineligible for denied boarding compensation.

- (2) Amount of compensation
- Passengers traveling from the United States to a foreign point who are denied boarding involuntarily from an oversold flight originating at a U.S. Airport are entitled to:
- (1) No compensation if the carrier offers alternate transportation that is planned to arrive at the passenger's destination or first stopover (referred to as "one-way fare" in the following table 87.1) not later than one hour after the planned arrival time of the passenger's original flight; (2) 200% of the fare to the passenger's destination or first stopover, with a maximum of \$775, if the carrier offers alternate transportation that is planned to arrive at the passenger's destination or first stopover more than one hour but less than four hours after the planned arrival time of the passenger's original flight; and (3) 400% of the fare to the passenger's destination or first stopover, with a maximum of \$1,550, if the carrier does not offer

alternate transportation that is planned to arrive at the airport of the passenger's destination or first stopover less than four hours after the planned arrival time of the passenger's original flight.

Table 87.1 - Denied boarding compensation

0 to 1 hour arrival delay	no compensation
1 to 4 hour arrival delay	200% of the one way fare, not to exceed \$775)
over 4 hours arrival delay	400% of one way fare, not to exceed \$1,550)

In addition to the denied boarding compensation specified in this rule, HA shall refund all unused ancillary fees for optional services paid by a passenger who is voluntarily or involuntarily denied boarding. The carrier is not required to refund the ancillary fees for services that are provided as part of the passenger's alternate transportation.

Note: At the passenger's option, the carrier may compensate the passenger with a travel credit valid for transportation instead of monetary compensation. The offer of free transport would be equal to or greater than the monetary compensation due. The travel credit is nontransferable, has no refund value, and may be voluntarily rerouted and reissued by the issuing carrier only.

- 3) Time of offer of compensation  
The offer of compensation will be made by the carrier on the day and at the place where the failure to provide confirmed reserved space occurs, and accepted by the passenger.

## Rule 90 Refunds

### (A) General

Refund by carrier for an unused ticket or portion thereof, exchange order or miscellaneous charges order will be made in accordance with the following conditions, except as otherwise provided in paragraph (f) of this rule.

- (1) Persons requesting refund must surrender to carrier all unused flight coupon(s) of the ticket, exchange order or miscellaneous charges order.
- (2) Carrier will refuse refund on a ticket which has been presented to government officials of a country or to carrier as evidence of intention to depart therefrom unless the passenger establishes to the carrier's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or conveyance.
- (3) Carrier shall make all or any individual refunds through its general accounting offices of regional sales or accounting offices, and require prior written applications for refunds to be prepared by passengers on special forms furnished by carrier.

### (B) Currency

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. Refunds will be made subject to the following provisions:

- (1) Voluntary refunds of tickets, miscellaneous charges orders, or deposit receipts purchased in currency other than U.S. Dollars shall be made in currency used for such purpose, and in country where such purchase WAS made.
- (2) Voluntary refunds of tickets, miscellaneous charges orders, or deposit receipts purchased in U.S. Dollars may be made in U.S. Dollars or local currency in any country provided such refund is not prohibited by local governmental exchange control regulations at point of refund.
- (3) Involuntary refunds of tickets, miscellaneous charges orders, or deposit receipts shall be made in the currency used for such purchase and in the country where such purchase WAS made, whenever possible. However, U.S. Dollars refunds or refunds in the currency of the country where the involuntary refund is necessary may be made on request of passenger provided refund in such currency is not prohibited by local governmental

exchange control regulations.

- (4) Refunds of tickets, miscellaneous charges orders, or deposit receipts purchased in currency other than U.S. Dollars will only be made in an amount equal to the amount due in the currency in which the fare or fares for the flight covered by the ticket as originally issued WAS collected (see also Rule 75(d)).

- (C) Person to whom refund is made  
carrier will refund in accordance with this rule to the person named as the passenger on the ticket, except as provided below:

- (1) Ticket refund will be made for tickets issued as described in column a and only to the purchaser described in column b below:

column a	column b
against a transportation request issued by a government agency	the subscriber against whose account the ticket WAS charged
tickets for transportation issued against a credit card referred to in credit plan tariff no. Cp-1, NTA(A) no. 43, issued by Airline Tariff Publishing company, agent	the government agency that issued the transportation request the account of the person to whom such credit card has been issued

- (2) If, at the time of purchase, the purchaser designates on the ticket another person to whom refund shall be made, refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing himself as the person so designated in the ticket, exchange order or miscellaneous charges order will be deemed a valid refund and the carrier will not be liable to the true passenger for another refund.

- (D) Involuntary refunds

- (1) For the purpose of this paragraph, the term "involuntary refund" shall mean any refund made in the event the passenger is prevented from using the carriage provided for in his/her ticket because of cancellation of flight, inability of carrier to provide previously confirmed space, substitution of a different type of equipment or class of service by carrier, missed connections, postponement or delay of flight, omission of a scheduled stop, or removal or refusal to carry under conditions prescribed in "acceptance of children" provisions of Rule 25.
- (2) Amount of involuntary refunds  
the amount of involuntary refunds will be as follows:

- (a) when no portion of the trip has been made, the amount of refund will be the fare and charges paid.
- (b) when a portion of the trip has been made, the amount of refund will be computed as follows:
  - (i) Either an amount equal to the one-way fare less the same rate of discount, if any, that WAS applied in computing the original one-way fare (or on Round Trip or Circle Trip tickets, one half of the Round Trip fare) and charges applicable to the unused transportation from the point of termination to the destination or stopover point named on the ticket or to the point at which transportation is to be resumed, via:
    - (aa) The routing specified on the ticket, if the point of termination WAS on such routing; or
    - (bb) The routing of any carrier operating between such points, if the point of termination WAS not on the routing specified on the ticket; in such case the amount of refund will be based on the lowest fares applicable between such points; or
  - (ii) The difference between the fare paid and the fare for the transportation used, whichever is higher.
- (3) Communications expenses  
any communication expenses paid by the passenger in accordance with Rule 60 will be refunded, or if such expense has not been collected by carrier, its collection will be waived, except as otherwise provided in Rule 25; provided, however, that the passenger will be required to pay for any communications pertaining to his own arrangements necessitated by such involuntary cancellation.
- (4) Time limitation for refund requests  
refund will be made provided that the unused coupons are surrendered to carrier within two (2) years after the expiration date of the validity of the ticket.
- (E) Voluntary refunds
  - (1) The term "voluntary refund," for the purpose of this paragraph, shall mean any refund of a ticket or portion thereof other than an involuntary refund as defined in paragraph (d) above.
  - (2) Amount of voluntary refund  
when any ticket coupons have been used, the amount of voluntary refund will be an amount equal to the difference between the fare and charges applicable

- to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.
- (3) Time limitation for refund request  
refund will be made in accordance with (1), (2) and (3) above provided application therefor has been made not later than two years after expiration of the ticket.
  - (4) For all voluntary refunds made on fully refundable type tickets, an administrative service charge of \$100.00 USD will apply.
  - (5) When flight changes are requested due to death or hospitalization of the passenger, a member of the passenger's immediate family (traveling or not) or a traveling companion, HA consumers affairs office will refund date change fees with a maximum of \$200 per person in cases of certified death of an immediate family member or hospitalization of passenger or immediate family member as defined in Rule 1 of this tariff. Fare difference will not be refundable due to death or hospitalization. Medical documentation or death certificate must be sent to: HA Consumer Affairs, P.O. Box 3008, Honolulu, HI 96820, or faxed to (808) 838-6777.
- (F) Lost tickets, miscellaneous charges orders, deposit receipts and excess baggage tickets  
the following provisions will govern refund or replacement of lost tickets, etc., or unused portions thereof.
- (1) Time limitation for refund request
    - (a) Subject to rule 90(a)(1), carrier will refund a lost ticket or lost portion thereof upon receiving written request for refund from the passenger.  
Note: Written request for refund must be made not later than one month after the expiration date of the lost ticket.
    - (b) Carrier will refund a lost ticket or lost portion thereof in not less than four months after receipt of satisfactory proof of loss.
  - (2) Basis for refund  
refund will be made on one of the following basis, whichever is applicable:
    - (a) If no portion of the ticket has been used
      - (i) If the passenger has not purchased a replacement ticket, refund will be the full amount of the fare paid.
      - (ii) If the passenger has purchased a replacement ticket, the carrier that issued the original ticket will refund to the passenger the fare paid for such

- replacement ticket.
- (b) If a portion of the ticket has been used
    - (i) If the passenger has not purchased a replacement ticket, refund will be an amount equal to the difference, if any, between the fare paid and the applicable fare between the points between which the ticket has actually been used.
    - (ii) If the passenger has purchased a replacement ticket, the carrier that issued the original ticket will refund the fare paid for such replacement ticket.
  - (c) The refunds described in paragraphs (a) and (b) above, shall be subject to any expenses incurred by the carrier as a result of such loss.
- (F) Lost tickets, miscellaneous charges orders, deposit receipts and excess baggage tickets (continued)
- (3) The foregoing provisions for lost tickets shall also apply to lost exchange orders, deposit receipts, and excess baggage tickets.
  - (4) Service charge
    - unless otherwise provided for in specific fare types, carrier will impose a service charge in U.S. Or Canadian dollars as indicated in the table below or the equivalent in other than U.S. Or Canadian dollars converted by the banker's buyers rate, per ticket, for handling such request for refund or replacement of a lost ticket or exchange order.

Service charge	
lost ticket	replacement ticket
USD 100.00	-

    - Exception: No service charge will be imposed for military passengers when transportation is paid with a U.S. Government transportation request (form no. 1169).
  - (5) Application and conditions for refund
    - (a) Form of application
      - application must be made on forms prescribed by carrier for such refunds.
    - (b) Conditions for refund
      - (i) when payable
        - refund will be made upon receiving application for such refund, subject to (ii) And (iii) below.
      - (ii) Previous use or refund
        - refund will be made only provided that the lost ticket or lost portion thereof has not previously been honored for transportation or refunded to any person.

- (iii) Indemnity  
carrier will make such refund only  
provided that the person to whom refund  
is made agrees, in such form as may be  
prescribed by the carrier, to indemnify  
carrier for any loss or damage which it  
may sustain by reason of such refund.
- (G) Notwithstanding the provisions of this rule, carrier  
will not accept for any purposes under this rule  
passenger tickets or related transportation documents  
issued by any carrier which is in substantial default  
of its interline obligations or which voluntarily or  
involuntarily has become the subject of bankruptcy  
proceedings.

## Rule 95 Amenities/Services for Delayed Passengers

Carrier will assume the following expenses for all its passengers, regardless of class of service, incurred as a result of cancellation, delay or interruption of carrier's flight on which a passenger holds confirmed reservations or a passenger paying a standby fare provided such passengers have been cleared for boarding on the flight. Carrier will advise all passengers of the available amenities when a delay is expected to exceed four hours.

(A) Hotel room

- (1) Carrier will furnish hotel accommodations selected by Hawaiian if the delay is expected to exceed four hours during the period of 10: 00 p.m. To 6: 00 a.m.
- (2) Hotel accommodations are not to exceed 24 hours and are not to be in excess of the charge for one night's lodging.
- (3) No hotel accommodations will be provided to a passenger whose permanent domicile is in the area where the delay occurs.

(B) Meals

A passenger who would otherwise have received complimentary meal service on a flight which has been delayed or cancelled, will be furnished complimentary meal service at appropriate hours for a period not to exceed 24 hours from the time of flight interruption or until passenger resumes his trip, whichever occurs earlier.

(C) Ground transportation

Free ground transportation from the airport to the downtown area or to and from local hotel, whichever is applicable.

(D) Communications

One long distance telephone call or one 15-word straight telegram will be allowed within the United States. One message will be allowed to or from a point outside the United States via the carrier's internal communications system in order to request that the carrier involved in transporting the passenger to his final destination, advise a concerned party of delay.

Exception 1: The provisions above, do not apply to passengers at a point of stopover who hold confirmed reservations on a flight which is delayed or cancelled by a work stoppage or slowdown caused by air traffic controllers, or because of governmental weather bureau observations or forecast indicating that

environmental conditions will be such that, at the time of arrival or departure of the flight, the airport may be closed or that weather conditions will be less than the minimum allowed for landing or takeoff as required by the federal aviation administration. If an attempt is made to conduct the flight, all passengers will be informed that an attempt will be made. If the flight operates to the passenger's destination or returns to the passenger's point of origin on Hawaiian, no amenities will be provided.

Note: The above exception does not apply and amenities will be provided to:

- (1) Passengers who are deplaned at a point other than point of origin, stopover point, or destination; or
- (2) Passengers whose onward transportation on the carrier is delayed or cancelled at a connection point intermediate to their destination.

Exception 2: When an HA flight is delayed or cancelled because governmental weather bureau observations or forecast indicating that environmental conditions at the airport of destination will be such that, at the time of arrival of the flight either the airport may be closed or that weather conditions will be less than the minimum allowed for landing as required by the federal aviation administration, passengers originating travel on such a flight will be given that information before departure of the flight. After all passengers have been informed that 1) indications are the flight will be unable to land at their destination or stopover point and 2) if the flight does not land, HA will not provide amenities of any kind, those passengers who nevertheless elect to travel may be boarded. Passengers who hold confirmed reservations and who have come to the airport to board that flight to that point but elect not to travel after being so informed, will be provided ground transportation from the airport, back to their residence/hotel, but no other amenities will be provided. Passengers making direct connections from another HA flight or any other carrier will be provided full amenities,

whether they elect to remain at the connecting point or whether they elect to travel and are landed at a point other than their final destination or stopover point.

Exception 3: The services and amenities described above will not be provided for flight interruption, cancellation or delay caused by any fact beyond Hawaiian's control (including, but not without limitation, acts of god, force majeure, strikes, riots, civil commotions, government embargoes or regulations, wars, hostilities, disturbances, adverse weather conditions, labor disputes, air traffic congestion, airport closure or interline misconnection due to delay of other carriers) actual, threatened or reported, or caused by any delay, demand, conditions, circumstances or requirement due, directly or indirectly, to such fact.

## Rule 97 Acceptance of Baggage

- (A) Baggage-general conditions of acceptance  
HA will accept for transportation as baggage, such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following conditions:
- (1) All baggage is subject to inspection. HA will refuse to transport or will remove at any point baggage that the passenger refuses to submit for inspection.
  - (2) HA has the right to refuse to accept transport as baggage any item that, in HA 's sole judgment:
    - (a) Creates a risk of harm or annoyance to other passengers;
    - (b) whose size, weight, or character renders it unsuitable for transportation on the particular aircraft which is to transport it, or which cannot be accommodated without harming or annoying passengers;
    - (c) Poses a risk to other baggage or cargo;
    - (d) HA is prohibited from carrying by any law, regulation or government directive;
    - (e) Is in a condition which creates an unreasonable risk of damage to the baggage under normal handling conditions;
    - (f) Is not suitable or adequately packaged to withstand ordinary handling, unless the passenger executes a release form; or
    - (g) Is otherwise unsuitable for transportation.
  - (3) Notwithstanding Rule 4(b)(4), HA will accept dry ice if the following quantities and conditions are met:
    - (a) A maximum of 2.5 kg. (5.5 lbs.) of dry ice in checked baggage per person when used to refrigerate perishables.
    - (b) A maximum of 2.5 kg. (5.5 lbs.) In carry-on baggage per person when used to refrigerate perishables. The package containing the dry ice must be:
      - (i) Declared at the initial point of check-in; and
      - (ii) The packaging containing the dry ice must be clearly marked "dry ice" or "carbon dioxide, solid;" and
      - (iii) For checked baggage, the packaging must also indicate the net weight of the dry ice (2.5 kg. Or less); and
      - (iv) For checked baggage, the packaging must also provide the ability for the release of the gas during transport.
- (b) Quantity and/or size maximums

no article will be accepted for transportation if the maximum outside linear dimensions exceed 80 in. Or if the article weighs more than 100 pounds.

Exception 1: This provision does not apply to assistive devices or mobility aids as defined in 14 CFR part 382.

Exception 2: Items in excess of 70 lbs./32 kg will not be accepted for travel between the US and Australia or New Zealand. Regulatory or other labor laws that require lower maximum weight limits will supersede the maximum weight stated in this paragraph.

- (C) Acceptance of special items and live animals  
special items listed in Rule 100 will only be accepted in accordance with the additional provisions and/or charges specified in that rule. Live animals will only be acceptance in accepted in accordance with the additional provisions and/or charges specified in rule 105.
- (C) Acceptance of special items and live animals  
special items listed in Rule 100 will only be accepted in accordance with the additional provisions and/or charges specified in that rule. Live animals will only be acceptance in accepted in accordance with the additional provisions and/or charges specified in rule 105.

## Rule 100 Conditions and Charges for Acceptance of Special Items

The following are special items or types of items that will be accepted by Hawaiian airlines ("HA") as checked baggage subject to the conditions shown. Charges prescribed in this rule are applicable from the point at which the item is accepted to the point to which the item is transported. Special items accepted as checked baggage will be subject to checked bag fees and any applicable excess piece, weight, or oversized baggage charges (as stated in Rule 123), unless otherwise stated.

Special items which may or may not be identified below but which may be packed in a standard suitcase and checked as baggage will be exempt from the charges identified below. Special items or types of items that are accepted as part of the normal free baggage allowance will be limited to a weight of 100 lbs/45 kg unless otherwise stated. Where baggage allowance is 50 lbs./23 kg or 70lbs/32 kgs, applicable excess charges will apply for these items. Exception: For travel between the U.S. And Australia or New Zealand the maximum weight accepted will always be 70 lbs./32 kgs for any item described in this rule.

### (A) Ammunition

Regulations at the passenger's origin or intermediate destination(s) apply and may impose further requirements or restrictions. If ammunition is not in compliance with or is prohibited by regulations, it may be denied acceptance. If the ammunition is not permitted to enter the port of entry of the passenger's destination due to laws or regulations governing that jurisdiction and HA transports or otherwise assists in the transport, the passenger will indemnify HA for all losses including, but not limited to, costs and expenses.

#### (1) Conditions of acceptance

- (a) All ammunition must be declared.
- (b) A maximum of 11 lbs/5kg of ammunition per passenger. No age restriction to check-in ammunition, however, it shall be for that person's own use.
- (c) Ammunition must be securely packed in fiber, wood, hard plastic, or metal containers/boxes specifically made to house and secure individual rounds of ammunition.
- (d) Ammunition may be packed in the manufacturer's original packaging provided that it is securely packed in fiber, wood, hard plastic, or metal containers/boxes specifically made to house and secure individual rounds of ammunition.
- (e) Ammunition must be packed separately from the firearm unless the firearm case allows for

- designated ammunition stowage.
  - (f) Loose or "bulk" packaging in bags, boxes or containers is prohibited.
  - (g) Combining ammunition for multiple passengers into a checked bag is prohibited.
- (B) Animals, live-see Rule 105.
- (C) child restraint seats and strollers  
HA is not liable for damage that occurs to child restraint seats or strollers that are not accepted as checked baggage at the ticket counter and have not been packed in a box or hard-sided container. This does not apply to child restraint seats or strollers that are used as an assistive device for individuals with disabilities.
- (1) Conditions of acceptance - child restraint seat ("CRS") and booster seats
    - (a) CRS and booster seats as checked baggage
      - (i) One (1) CRS will be accepted for transportation in the baggage compartment at the counter or gate, free of charge. The passenger must be travelling with a child using the CRS, otherwise the CRS will be accepted as checked baggage and all applicable fees apply.
      - (ii) One (1) Booster seat will be accepted for transportation in the baggage compartment at the counter or gate, free of charge. The passenger must be traveling with a child using the booster seat, otherwise the booster seat will be accepted as checked baggage and all applicable fees apply.
    - (b) CRS and booster seats as carry-on baggage
      - (i) An FAA or government approved, forward-facing child restraint seat will be accepted for transportation in the passenger compartment only when a seat adjacent to the ticketed adult is available and/or ticketed for the infant/child and the CRS can be properly secured by the aircraft seat belt.
      - (ii) An FAA or government approved, rear-facing CRS will only be permitted if a seat adjacent to the ticketed adult is ticketed and purchased for the infant/child, and the child restraint seat can be properly secured by the aircraft seatbelt. Seat assignments may be changed to accommodate a rear-facing CRS.
      - (iii) A booster seat will be accepted for

- transportation in the passenger compartment only if the booster seat can be stowed beneath the seat or in an approved overhead compartment for all surface movement, takeoff and landing.
- (aa) The booster seat may only be used in flight when a seat adjacent to the ticketed adult is available for the infant/child and the booster seat can be properly secured by the aircraft seat belt.
  - (bb) A booster seat counts toward the guest's carry-on baggage allotment, one (1) carry-on and one personal item.
- (2) Conditions of acceptance - Cares harness  
the FAA-approved cares child aviation restraint system harness is designed specifically for aviation use for children age 1 and older who weight between 22 and 44 pounds.
- (a) A cares harness will be accepted for use in the passenger compartment only when a seat adjacent to the ticketed adult is available and/or ticketed for the infant/child and the device is properly secured to the aircraft seat.
  - (b) The cares harness may be used during all phases of flight.
- (3) Conditions of acceptance-strollers
- (a) Strollers as checked baggage
    - (i) Strollers presented at check-in will be accepted for transportation in the baggage compartment only. The passenger must be traveling with a child using the stroller, otherwise the stroller will be accepted as checked baggage and all applicable fees apply.
    - (ii) wagons, carts and other items presented at check-in will not be accepted in lieu of a stroller. The item will be accepted as checked baggage and all applicable fees apply.
  - (b) Strollers as gate checked baggage
    - (i) Strollers presented at the gate that do not fit beneath the seat or in an approved overhead compartment will be accepted for transportation in the baggage compartment only.
    - (ii) Strollers that are gate checked will be returned to the passenger at the gate upon arrival. The passenger must be traveling with a child using the stroller, otherwise the stroller will be accepted for transportation in the

- baggage compartment and checked to the final destination.
- (iii) Wagons, carts and other items presented at the gate will not be accepted in lieu of a stroller. These items will be checked to the passenger's final destination and must be retrieved at baggage claim. Checked baggage fees may apply.
- (D) Duffel bags, b-4 bags and sea bags - See Rule 115
- (E) Firearms (non-sporting)  
All firearms must be declared. Regulations at the passenger's origin or final or intermediate destination(s) apply and may impose further requirements or restrictions. If a firearm is not in compliance with or is prohibited by regulations, it may be denied acceptance. If the firearm is not permitted to enter the port of entry of the passenger's destination due to laws or regulations governing that jurisdiction and HA transports or otherwise assists in the transport, the passenger will indemnify HA for all losses including, but not limited to, costs and expenses. For sporting firearms see shooting equipment - Sporting firearms.  
Conditions of acceptance - Non-sporting firearms
  - (1) Prior authorization must be obtained from HA for an authorized person performing a duty on board the aircraft, such as a law enforcement officer or diplomatic courier, to be permitted to retain custody of their firearm and ammunition upon duly identifying themselves at time of check-in.
  - (2) Firearms must be unloaded and packed in (1) A manufacturer's crush-proof type container manufactured specifically for the firearm or (2) A hard case manufactured specifically for the firearm.
  - (3) The container must be locked in a way which prevents access to the firearm.
  - (4) The container containing the firearm must be locked with a key or lock combination which should only remain in the possession of the passenger.
  - (5) Advance arrangements must be made for any military unit movement.
  - (6) All weapons, including firearms are prohibited from being transported into Papeete, French Polynesia. The only weapon allowed is a bang stick for diving.
- (L) Fragile items
  - (1) Upon request, a fragile and/or bulky item will be carried as cabin-seat baggage subject to the

provisions in Rule 112.

- (2) Fragile items (see note below) will be accepted if they are appropriately packaged in a properly sealed factory carton; which WAS originally intended for the shipment of the item being checked or a cardboard mailing tube or container or case designed for shipping such items and packed with protective internal material. However, fragile items will be accepted without the appropriate packaging upon execution of a release form.

Execution of the release form relieves carrier of liability for damage to fragile items in checked baggage, which damage results solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging, and not from the carrier's failure to exercise the ordinary standard of care. Execution of the release form also relieves the carrier of liability for spoilage or substantial loss of value or potency which results from carrier's delay in delivery of checked baggage when such spoilage results from the unsuitability of such items as checked baggage and not from the carrier's failure to exercise the ordinary standard of care.

Note: For the purpose of this rule, classes of fragile items include, but not limited to the following:

- (a) Artistic items  
vases, figurines, ceramic articles, trophies, paintings, sculptures, and antique furniture.
- (b) Electronic and mechanical items (see also precision items)  
Television sets, radios, amplifiers, speakers, tape recorders, calculators, typewriters and dictation equipment.
- (c) Glass (see also Chinaware/ceramics/pottery)  
Terrariums, mirrors, crystal, China and glass containers for liquors, wines, beer, liqueurs and perfumes.

- (F) Fragile items  
Fragile/bulky items requested for transport in the cabin compartment which require the use of a seat will be permitted if a ticket is purchased for the use of an extra seat. HA will charge 100% of the applicable adult fare for that portion of the trip on which the extra seat is used. The seat purchased for the cabin baggage will be afforded the same amenities as that of the accompanying passenger including meals, mileage credit, and baggage allowances where applicable.

- (1) Conditions of acceptance  
fragile items (listed below, but not limited to)

will be accepted if they are appropriately packaged in an original factory-sealed carton, cardboard mailing tube, or container or case designed for shipping such items or packed with protective internal material. Fragile items without appropriate packaging will be accepted upon the execution of a release (as stated in (3) below) furnished by HA which relieves HA of liability for loss or damage of contents or delay in delivery resulting in damage or loss of checked baggage.

- (2) Classes/examples of fragile and/or perishable items
- the items listed below, but not limited to, are deemed by HA to be fragile or perishable or otherwise unsuitable as checked baggage and are subject to the conditions of acceptance set forth in (1).
- (a) Artistic items  
vases, figurines, ceramic articles, trophies, paintings, sculptures and antique furniture.
  - (b) Electronic and mechanical and precision items  
television sets, radios, amplifiers, speakers, tape recorders, calculators, typewriters, dictation equipment, microscopes, oscilloscopes, meters, counters and polygraphs.
  - (c) Glass and Chinaware and ceramic/pottery  
terrariums, mirrors, crystal, China, glass containers for: (liquors and liqueurs, wines, beer and perfumes).
  - (d) Musical instruments and equipment  
HA requires that for all string instruments, the strings must be loosened prior to transport.  
Guitars, violins and violas, cellos, organs, harps, drums and musical instruments and amplifiers and speakers used in conjunction with electronic instruments that are not protected or in carrying cases that are not sufficient to prevent damage during the course of normal baggage handling.
  - (e) Paper  
advertising displays, models, sketches, blueprints and maps.
  - (f) Perishable items - Fresh or frozen food  
fruits, vegetables, meats, fish, poultry, bakery products and baked goods, floral and nursery stock such as flower, fruit and vegetable plants, cut flowers and foliage such as floral displays.
  - (g) Photographic/cinematographic equipment  
cameras, lenses, flash bulbs and projectors.
  - (h) Recreational and sporting goods

backpacks, sleeping bags and knapsacks made of plastic, vinyl or other easily torn material with aluminum frames, outside pockets, or protruding straps and buckles, other sporting or recreational items not contained in a rigid heavy case.

- (i) Toys  
dolls, dollhouses and stuffed animals
- (j) Miscellaneous items - Uncrated and unprotected and unsuitable items.  
Cosmetic cases, hat boxes, wig boxes, bicycles, infant strollers and infant carriers/car seats, umbrellas, bag carts, skis, windsurfing equipment, surfboards and long boards and all other items whose shape, material or characteristics render it susceptible to damage.

- (3) Release form  
execution of the release form relieves HA of liability for damage to fragile items (as identified, but limited to, in paragraphs above) in checked baggage which damage results solely from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging, and not from the carrier's failure to exercise the ordinary standard of care. Execution of the release form also relieves the carrier of liability for spoilage or substantial loss of value or potency which results from carrier's delay in delivery of checked baggage when such spoilage results from the unsuitability of such items as checked baggage and not from the carrier's failure to exercise the ordinary standard of care.

- (G) Musical instruments  
one item of musical instruments is defined as one musical instrument. All musical instruments will be subject to applicable baggage charge for a single piece, whether or not presented as a single piece.  
Conditions of acceptance  
musical instruments (including brass, percussion, string, or woodwind, but excluding piano, harp, tympani, organ, and amplifiers/speakers used in conjunction with electronic instruments) will be accepted as checked baggage subject to the provisions of Rule 100(1).  
Large musical instruments as checked baggage  
HA will transport as checked baggage a musical instrument that is the property of a passenger traveling in air transportation that may not be carried in the aircraft cabin if:

- (1) The sum of the length, width and height measured in inches of the outside linear dimensions of the

- instrument (including the case) does not exceed 150 inches or the applicable size restrictions for the aircraft;
- (2) The weight of the instrument does not exceed 165 pounds or the applicable weight restrictions for the aircraft; and
  - (3) The instrument can be stowed in accordance with the requirements for carriage of checked baggage established by the FAA.
- (H) Sporting equipment  
sporting equipment items listed below will be accepted by HA subject to the conditions of acceptance and/or prescribed charges.
- (1) Archery equipment  
one item of archery equipment is defined as one (1) Bow case containing bows, one (1) Quiver with arrows and a maintenance kit of sufficient strength to protect items from accidental damage. One item of archery equipment per customer will be accepted in lieu of one piece of free baggage. All items must be properly encased in a suitable container.
  - (2) Baseball equipment  
items of baseball equipment will be accepted as checked baggage. Each item will be subject to the applicable baggage charge for a single piece, whether or not presented as a single piece.
  - (3) Bicycles and attachable parts  
HA will accept non-motorized touring or racing bicycles with single seats and bicycles with tandem seats upon the following terms and conditions:
    - (a) Conditions of acceptance
      - (i) Total weight of the bicycle (including its case) must not exceed 100 lbs. (45kg).
      - (ii) Handlebars must be turned side-ways and protruding pedals must be removed unless enclosed in plastic foam or other protective material.
      - (iii) Bicycles and any bicycle accessories should be enclosed in a cardboard bike box or hard-sided case, unless qualifying as a standard bag.
      - (iv) Any sealed box, hard-sided, or soft-sided case, containing a bicycle, and/or bicycle accessories, that has an outside linear dimension greater than 62 inches (157 CM) and less than 115 inches (292 CM) is referred to as a "bicycle case."
      - (v) A liability release form must be signed upon checking in a bicycle case.

- (ix) Acceptance of a bicycle case is subject to space availability and may be further conditioned upon aircraft size and load conditions.
- (vii) We are not responsible for the ground delivery of any bicycle case not accommodated on the flight for which it WAS accepted as checked baggage.  
Note: No bicycle case exceeding 72 inches (182 CM) in length will be accepted on a flight operated by 'Ohana by Hawaiian.
- (b) Charges  
bicycles and any attachable parts will not be included in determining the free baggage allowance and will always be subject to a charge, whether or not presented as a single piece. This excludes unicycles, break-apart bicycles or any other type of cycle which can be packed into a standard suitcase. Items in excess of 50lbs./23 kg. For travel between the USA and Japan/Korea or 70lbs/32kg for any other international travel will also be assessed overweight charges described in rule 123 of this tariff:
  - (i) Jpy 15,000 for travel originating in Japan to any point outside of or within Japan.
  - (ii) Krw 150,000 for travel originating in Korea to any point outside of or within Korea.
  - (iii) Aud 150.00 for travel originating in Australia to any point outside of or within Australia.
  - (iv) Cny 900 for travel originating in China to any point outside of or within China.
  - (v) USD 150.00 for any other international travel between IATA areas 1 and 3, areas 1 and 2, areas 2 and 3, or within Area 2 or Area 3.
- (4) Boogie boards and skim boards  
boogie boards and skim boards will be accepted as checked baggage and will be included in determining the free baggage allowance and when in excess, each item will be subject to the excess baggage charge for a single piece.
- (5) Bowling equipment  
one item of bowling equipment is defined as one (1) bowling ball, one (1) bowling bag, and one (1) pair of bowling shoes. Items of bowling equipment will be accepted as checked baggage. Each item will be subject to applicable baggage charge for a single piece, whether or not presented as a single piece.

- (6) Canoe paddles  
canoe paddles will be accepted as checked baggage. Each item will be subject to applicable baggage charge for a single piece, whether or not presented as a single piece.
- (7) Fishing equipment  
one item of fishing equipment is defined as two (2) rods, one (1) Creel, one (1) Landing net, one (1) pair of fishing boots, all properly encased, and one (1) Fishing tackle box. Items of fishing equipment will be accepted as checked baggage. The fishing equipment will be included in determining the free baggage allowance and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.
- (8) Football equipment  
football equipment is defined as one (1) Set of headgear, one (1) Set of shoulder pads, one (1) set of knee pads, one (1) Jersey, and one (1) Pair of shoes. Items of football equipment will be accepted as checked baggage. Each item will be subject to applicable baggage charge for a single piece, whether or not presented as a single piece.
- (9) Golfing equipment  
golfing equipment is defined as one (1) Golf bag containing not more than fourteen (14) Golf clubs, twelve (12) Golf balls, and one (1) Pair of golf shoes. Items of golfing equipment will be accepted as checked baggage subject to the charges specified below. HA will not be liable for any golfing equipment that is not in a hard-shell case. A liability release form must be signed by the passenger at the time they check-in the golfing equipment.
  - (a) Golfing equipment will be included in determining the free baggage allowance and when in excess, each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.
  - (b) Oversized baggage charges will be waived for golfing equipment that exceed 62 linear inches provided that all items in the golf bag/container are described as golfing equipment.
  - (c) If non-golf items are included in the golf bag/container then normal oversized charges will apply to golfing equipment in excess of 62 linear inches. Items exceeding 115 linear inches will not be accepted as checked baggage.
- (10) Hockey/lacrosse equipment  
one piece of hockey/lacrosse equipment consists of a maximum of two (2) Hockey/lacrosse sticks taped

together or packaged in a rigid and/or hard-shell container specifically designed for shipping. Hockey/lacrosse equipment will be counted as one piece of checked baggage.

(a) Conditions of acceptance

- (i) Hockey/lacrosse sticks that are not packed in a hard-side case will be accepted with limited liability. If not properly packed, HA liability will be restricted to loss of and not damage to equipment.
- (ii) Hockey/lacrosse equipment may not exceed 115 inches in length, otherwise oversize baggage charges will apply.
- (iii) Hockey/lacrosse equipment may exceed 62 inches in length but may not exceed 72 inches in length on flights operated by empire airlines dba 'Ohana by HA.

(11) Scuba diving equipment

scuba diving equipment is defined as one (1) Scuba tank (tank must be empty), one (1) Scuba regulator, one (1) Tank harness, one (1) Tank pressure gauge, one (1) Mask, two (2) Fins, one (1) Snorkel, one (1) Knife, one (1) Spear gun, one (1) Safety vest.

Note: Self contained underwater breathing apparatus ("scuba") is not to be confused with emergency escape breathing devices ("eebd") also referred to as self contained breathing apparatus ("scba"). Due to TSA requirements HA will allow depleted eebd or scba to be transported only as part of passenger's normal carry-on baggage allowance and not as checked baggage.

(a) Conditions of acceptance

- (i) The regulator valve must be completely disconnected from the cylinder and the cylinder no longer sealed (i.e. The cylinder has an open end) as the cylinder must have an opening to allow for a visual inspection inside.
  - (ii) If the cylinder is sealed (i.e. The regulator valve is still attached), the cylinder is prohibited and not permitted, regardless of the reading on the pressure gauge indicator.
  - (iii) HA personnel must visibly ensure that the cylinder is completely empty and that there are no prohibited items inside.
- (b) Scuba diving equipment will not be included in determining the free baggage allowance and will always be subject to the following charges:
- (i) Jpy 15,000 for travel originating in

- Japan to any point outside of or within Japan.
  - (ii) Krw 150,000 for travel originating in Korea to any point outside of or within Korea.
  - (iii) Aud 150.00 for travel originating in Australia to any point outside of or within Australia.
  - (iv) Cny 900 for travel originating in China to any point outside of or within China.
  - (v) USD 150.00 for any other international travel between IATA areas 1 and 3, areas 1 and 2, areas 2 and 3, or within Area 2 or Area 3.
  - (ix) Maximum weight for scuba equipment is 100 lbs./45 kgs or items in excess of 50 lbs./23 kg but not more than 100 lbs./45 kg will be subject to applicable excess weight charges.
- (12) Shooting equipment - Sporting firearms  
all firearms must be declared. Regulations at the passenger's origin or final or intermediate destination(s) apply and may impose further requirements or restrictions. If a firearm is not in compliance with or is prohibited by regulations, it may be denied acceptance. If the firearm is not permitted to enter the port of entry of the passenger's destination due to laws or regulations governing that jurisdiction and HA transports or otherwise assists in the transport, the passenger will indemnify HA for all losses including, but not limited to, costs and expenses. Items of non-sporting firearms will be accepted by HA only as checked baggage and will be subject to the conditions of acceptance and prescribed charges specified below:
  - (a) Conditions of acceptance - Sporting firearms
    - (i) Firearms must be unloaded and packed in (1) A manufacturer's crush-proof type container manufactured specifically for the firearm or (2) A hard case manufactured specifically for the firearm.
    - (ii) The container must be locked in a way which prevents access to the firearm.
    - (iii) The container containing the firearm must be locked with a key or lock combination which should only remain in the possession of the passenger.
    - (iv) All non-sporting firearms and ammunition will be accepted as checked baggage only.
    - (v) All weapons, including firearms are prohibited from being transported into

- Papeete, French Polynesia. The only weapon allowed is a bang stick used for diving.
- (b) Charges - Sporting firearms  
when in excess, firearms will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.
  - (c) Conditions of acceptance - Paintball guns
    - (i) Paintball equipment shall be defined as one paintball gun with one barrel and one hopper, and one mask.
    - (ii) Passenger must declare that they are transporting a paintball gun.
    - (iii) Co2 tank must be removed and must be empty.
    - (iv) Barrel and hopper must be removed.
    - (v) Gun must be placed inside a case.
    - (ix) All weapons, including firearms are prohibited from being transported into Papeete, French Polynesia. The only weapon allowed is a bang stick used for diving.
  - (d) Charges - Paintball guns will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.
  - (e) Conditions of acceptance - Airsoft guns
    - (i) Airsoft equipment shall be defined as one(1) Airsoft gun with one (1) Barrel, one (1) Magazine, and one (1) Mask.
    - (ii) Passenger must declare that they are transporting an airsoft gun.
    - (iii) Co2/gas tank/magazine must be removed and must be empty.
    - (iv) Magazine must be removed.
    - (v) Gun must be placed inside a case.
    - (ix) All weapons, including firearms are prohibited from being transported into Papeete, French Polynesia. The only weapon allowed is a bang stick used for diving.
  - (f) Charges - Airsoft guns will be included in determining the free baggage allowance and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.
- (13) Skateboards  
skateboards will be included in determining the free baggage allowance and when in excess each item will be subject to the excess baggage charge for a single piece.
- (14) Skiing equipment  
skiing equipment is defined as one(1) Pair of

skis, one (1) Pair of ski poles, one (1) Pair of ski bindings and one (1) Pair of ski boots, one (1) Snow board. Skiing equipment will be accepted as checked baggage, will be included in determining the free baggage allowance and when in excess each item will be subject to the excess baggage charge for a single piece whether or not presented as a single piece.

- (15) Surf, kite, paddle and wake boards  
all surf, kite, paddle and wake boards are subject to HA's limited liability policy for acceptance of such items. All bags/containers are subject to visual inspection by HA personnel before acceptance.
- (a) Conditions of acceptance
- (i) Only surf, kite, paddle, and wake board items are permitted in the bag/container with the exception of packing materials used for additional protection.
  - (ii) Unlimited boards permitted per bag/container. Charge will be assessed per bag/container.
  - (iii) Entire board must be protected by a suitable bag/container.
  - (iv) Transportation is subject to availability of space.
  - (v) Fin must be removed or well padded.
  - (ix) HA shall not be responsible for the ground delivery of board not accommodated on the flight the board WAS accepted as checked baggage.
  - (vii) Surf, kite, paddle, and wake boards are limited to 115 inches in length.
  - (viii) Maximum weight for surf, kite, paddle and wake boards is 100 lbs./45 kg.  
Exception: HA will not accept a bag/container in excess of 70 lbs./32 kg. to Australia, New Zealand, French Polynesia, or the Cook Islands.
- (b) Charges - For the purpose of this provision, the below charges will be assessed per bag/container. Surf, kite, paddle, and wake boards will not be included in determining the free baggage allowance and will be subject to the following charges each. Charges below will be based on non-stop, direct, and/or connecting service on HA only for travel between the USA and PPG/PPT/RAR/ICN/Japan. Enroute stopovers exceeding 24 hours will result in point to point charges being applicable.  
Exception: For travel between USA and Australia or New Zealand, boards will be included in the free baggage allowance when travel is non-stop, direct and/or connecting

service. Boards in excess of the free baggage allowance and/or when enroute stopover exceeding 24 hours occurs, will be always be subject to charges.

- (i) For travel originating in Japan to any point outside of or within Japan:

Board Items	Per Piece Charge (Each way)
Items up to 50 pounds (23 kg)	JPY 11,000
Items 51-70 pounds (23-32 kg)	JPY 19,000
Items up to 71-100 pounds (32-45 kg)	JPY 72,000
Items over 100 pounds (45+ kg)	Not accepted

- (ii) For travel originating in Korea to any point outside of or within Korea:

Board Items	Per Piece Charge (Each way)
Items up to 50 pounds (23 kg)	KRW 100,000
Items 51-70 pounds (23-32 kg)	KRW 170,000
Items up to 71-100 pounds (32-45 kg)	KRW 640,000
Items over 100 pounds (45+ kg)	Not accepted

- (iii) For travel originating in Australia to any point outside of or within Australia. Or for travel originating in New Zealand for Travel to any point outside of or within New Zealand:

Board Items	Per Piece Charge (Each way)
Items up to 70 pounds (32 kg)	No fee charged if used as the one complimentary checked bag (maximum

	connection time: 24 hours)
Items up to 71-100 pounds (32-45 kg)	Not accepted
Items over 100 pounds (45+ kg)	Not accepted

(iv) For travel originating in French Polynesia (PPT)  
to any point outside of French Polynesia:

Board Items	Per Piece Charge (Each way)
Items up to 50 pounds (23 kg)	USD 75.00
Items 51-70 pounds (23-32 kg)	USD 125.00
Items over 70 pounds (45+ kg)	Not accepted

(v) For travel originating in the Cook Islands  
to any point outside of or within the Cook  
Islands:

Board Items	Per Piece Charge (Each way)
Items up to 50 pounds (23 kg)	NZD 125
Items 51-70 pounds (23-32 kg)	NZD 215
Items over 70 pounds (45+ kg)	Not accepted

(vi) Cny 900 for travel originating in China  
to any point outside of or within China:

(vii) For any other international  
travel between IATA areas 1 and 3, areas  
1 and 2, areas 2 and 3, or wholly within  
Area 2 or Area 3.

Board Items	Per Piece Charge (Each way)
Items up to 50 pounds (23 kg)	USD 75.00

Items 51-70 pounds (23-32 kg)	USD 125.00
Items up to 71-100 pounds (32-45 kg)	USD 475.00
Items over 100 pounds (45+ kg)	Not accepted

- (16) Tennis equipment  
tennis equipment is defined as up to two(2) Tennis rackets that must be contained in one (1) Tennis racket case suitable for carriage and one (1) canister of tennis balls. Limit of two(2) Rackets per case. Items of tennis equipment will be accepted as checked baggage and will be included in determining the free baggage allowance, and when in excess each item will be subject to the excess baggage charge for a single piece, whether or not presented as a single piece.
- (17) windsurfing equipment is defined as consisting of one (1) windsurfing board with a boom, and one (1) mast and sail or any (1) Portion of the windsurfing equipment as defined above. windsurfing equipment will be accepted as checked baggage subject to the conditions and charge specified below. Items in excess of 50 lbs./23 kg for travel between the USA and Japan/Korea or 70 lbs./32 kg for any other international travel will also be assessed overweight charges described in Rule 123 of this tariff.
- (a) Conditions of acceptance
- (i) Subject to space availability.
  - (ii) HA shall not be responsible for the ground delivery of windsurfing equipment not accommodated on the flight the windsurfing equipment WAS accepted as checked baggage.
  - (iii) Maximum weight for windsurfing equipment is 100 lbs./45 kg.
  - (iv) windsurfing equipment may not exceed 115 inches in length.
- (b) windsurfing equipment will not be included in determining the free baggage allowance and will be subject to an excess baggage charge:
- (i) Jpy 15,000 for travel originating in Japan to any point outside of or within Japan.
  - (ii) Krw 150,000 for travel originating in Korea to any point outside of or within Korea.
  - (iii) Aud 150.00 for travel originating in Australia to any point outside of or within Australia.

- (iv) Cny 900 for travel originating in China to any point outside of or within China.
  - (v) USD 150.00 for any other international travel between IATA areas 1 and 3, areas 1 and 2, areas 2 and 3, or wholly within Area 2 or Area 3.
- (I) special items
- (1) Prosthetic devices  
prosthetic devices such as crutches, canes, braces, etc. will be accepted as cabin baggage or checked baggage as determined by HA personnel at the time of check-in and carried free of charge for a passenger who is dependent on such prosthetic devices.
  - (2) Wheelchairs and other mobility devices  
wheelchairs and other mobility devices will be accepted as cabin baggage or checked baggage as determined by HA personnel at the time of check-in and carried free of charge for a passenger who is dependent on the wheelchair or other mobility devices.
    - (a) Conditions for acceptance - wet cell battery operated wheelchairs.
      - (i) wet cell batteries must be removed and placed in a box appropriate to package hazardous materials.
      - (ii) Hawaiian airlines will provide a box appropriate to package the wet cell battery.
      - (iii) Battery terminals must be protected from exposure and from short circuit.
    - (b) Conditions for acceptance - Dry cell and gel cell battery operated wheelchairs
      - (i) All cables must be disconnected.
      - (ii) Battery terminals must be protected from exposure and from short circuit.
      - (iii) The battery must be securely fastened to the wheelchair.
      - (iv) The battery must be securely attached to the wheelchair or other mobility device.
      - (v) Dry cell and gel cell batteries are permitted in the cabin for operation of acceptable life support equipment only.
    - (c) Conditions of acceptance - Lithium battery operated wheelchairs
      - (i) The battery must be removed.
      - (ii) If the battery is removable, the individual battery must not exceed 300 wh; batteries over 300 wh are prohibited.
      - (iii) If the battery cannot be removed, HA will only accept a battery that is 100 wh or less; non-removable lithium-ion

- batteries over 100 wh are prohibited.
- (iv) Battery terminals must be protected from exposure and from short circuit.
- (v) A non-removeable battery must be securely attached to the wheelchair or other mobility device.

## Rule 105 Acceptance of Pets For International Travel

Aside from Service Animals as set forth in Rule 56, we do NOT accept any dogs, cats, birds or other pets for travel within the cabin of the aircraft or as checked baggage on international flights. For international animal transport needs that do not qualify for the exception to Rule 105 shown below, HA Cargo may be able to provide options to select locations.

Please visit [www.hawaiianaircargo.com](http://www.hawaiianaircargo.com), or call us at 1-877-HA-CARGO (422-2746).

**EXCEPTION:** Effective April 1, 2022, active-duty U.S. Military personnel and dependents traveling on official orders are permitted to transport their cats and dogs as checked baggage on direct HA flights between Honolulu (HNL) and select Japan cities. Applicable Japan cities include: Haneda (HND), Narita (NRT), Fukuoka (FUK) and Kansai (KIX).

**A. GENERAL CONDITIONS OF TRANSPORT FOR DOGS AND CATS OF U.S. ACTIVE DUTY MILITARY PERSONNEL AS CHECKED BAGGAGE BETWEEN HONOLULU AND SELECT JAPAN DESTINATIONS.** We will not accept any other animal for transportation on any other routes, and pets may not be carried in the cabin. For us to accept your dog or cat (also referred to as “pet” or “pets”), you must be a ticketed and travel on the same flight as your pet(s) and satisfy all the required terms and conditions of this Rule 105. The purpose of this Rule 105 is to ensure the safety and security of our guests and crew and the well-being of your pets. We strongly recommend that you read and understand all the provisions of this Rule 105 before attempting to travel with any pets. You must satisfy all the general conditions of this Section (A) to travel with your pet(s).

- 1. You Must Be Active-Duty U.S. Military Personnel or a Dependent Traveling on Official Orders.** Current military ID and official travel orders must be presented at check-in. Animals will not be accepted unless both items are provided.
- 2. You Must Be Traveling on an Applicable Route.** Acceptance of dogs and cats as baggage only apply to non-stop HA flights between Honolulu (HNL) and the following Japan cities:
  - a. Haneda (HND)
  - b. Narita (NRT)
  - c. Fukuoka (FUK)

d. Kansai (KIX)

3. **You Must Provide Advanced Notice.** We can only accept up to three (3) kennels per flight. You must notify us in advance if you plan to travel with your pet(s) so that we can confirm that space on the aircraft is available for your pet(s). We recommend providing at least 48 hour notice by calling Reservations.
4. **No Dogs or Cats Less Than 8 Weeks Old.** We will not accept any dog or cat less than eight (8) weeks old, and we reserve the right to require documentation from your veterinarian that your pet meets the stated requirements.
5. **No Transfers or Connections.** Dogs and cats traveling between Honolulu and Japan will be checked in point-to-point only and will not be transferred to or from any other flight, including those operated by HA. If you intend to travel on other flights with your animal, the animal must be picked up and checked in separately.
6. **You Have an Approved Kennel.** In addition to meeting any other kennel requirements set forth in this Rule 105, your kennel must also meet the requirements of (i) the United States Department of Agriculture Animal Welfare Act (AWA) which can be found at [www.nal.usda.gov/awic/animal-welfare-act](http://www.nal.usda.gov/awic/animal-welfare-act) and (ii) the United States Department of Agriculture (USDA) Animal and Plant Inspection Service which can be found at [www.aphis.usda.gov/aphis/pet-travel](http://www.aphis.usda.gov/aphis/pet-travel). We reserve the right in our sole discretion to determine whether the kennel is acceptable for travel.
  - a. be non-folding and non-collapsible;
  - b. be hard-sided (e.g., wood, metal, or a material of comparable strength), leak-proof, designed to prevent escape, and have adequate handholds to enable lifting the kennel without coming into contact with the animal;
  - c. be in a proper working condition that will safely secure the animal in a manner that ensures that the animal will remain in the carrier while in our possession and for the duration of the flight (i.e., animal will not be able to escape);

- d. be large enough to allow the animal to sit, stand upright, turn, and lie down in a natural position;
  - e. not exceed 36"L x 25"W x 27"H;
  - f. have two dishes (one for food and one for water) attached to the inside of the kennel which are accessible from the outside of the kennel, so they can be filled from outside the kennel without opening the kennel door.
  - g. kennel contains no more than one (1) mature dog or cat, or two (2) puppies or kittens of the same litter or breed not more than six (6) months old;
  - h. the combined total weight of the animal(s) and kennel cannot exceed 70 pounds (31.5 kg), and the weight of the animal within the kennel does not exceed the manufacturer's maximum weight recommendation for the kennel.
7. **You Obtained an Animal Health Certificate.** You must provide us with a copy of an animal health certificate for each pet traveling. The animal health certificate must be from a licensed veterinarian and indicate that the designated animal is healthy enough for the intended travel.
- a. Honolulu to Japan - Health certificate must be dated within 10 days of arrival into Japan.
  - b. Japan to Honolulu - Health Certificate must be dated within 14 days of arrival into Honolulu.
8. **You Comply with Any Applicable Special Requirements.** There are special rules and documentation requirements for travel to and/or from the United States and Japan. You are responsible for ensuring that your pet meets all applicable requirements. Japan's dog and cat import requirements may be found at <https://www.maff.go.jp/aqs/english/animal/dog/import-free.html>. Export requirements may be found at <https://www.maff.go.jp/aqs/english/animal/dog/export.html>.

**9. You Satisfy the State of Hawaii Restrictions for Any Animals Arriving in Hawaii.** The State of Hawaii has strict laws regarding the import of animals. Some animals that may be allowed in other states may be restricted or prohibited in Hawaii. PLEASE NOTE THAT YOU ARE SOLELY RESPONSIBLE FOR UNDERSTANDING AND COMPLYING WITH STATE OF HAWAII REQUIREMENTS. If you are considering bringing your pet to Hawaii, you should contact the State of Hawaii Animal Industry Division - Animal Quarantine Branch at [hdoa.hawaii.gov/ai/aqs/animal-quarantine-information-page](http://hdoa.hawaii.gov/ai/aqs/animal-quarantine-information-page) as soon as possible to make sure that your animal meets their requirements for entry into the state. Because of all the necessary procedures, the process must generally begin months in advance of travel to Hawaii.

a. Dogs and cats may be quarantined for up to 120 days upon arrival in the State of Hawaii unless they meet all the State's 5-Day-Or-Less program requirements, which include certain pet vaccinations, a blood test, and waiting periods.

b. For flights arriving in Honolulu, Hawaii: we will transport your pet from the aircraft baggage compartment directly to the Airport Animal Quarantine Holding Facility where you will pick-up your pet after it has been inspected. You are responsible for understanding their hours of operation, any fees, inspection and release procedures, and any other rules applicable to animals entering the State of Hawaii.

**10. You Sign a Liability Release.**

a. We require that you sign our general liability release form prior to accepting your pet for transport in the baggage compartment of our aircraft. Forms may only be completed with the accepting airport agent in Honolulu or Japan and cannot be submitted in advance.

b. Snub Nose/Short Nose Pets. For any snub nose/short nose dog or cat, you: (1) acknowledge our warning regarding the risk to the snub nosed/short nosed animal(s); (2) release us from all liability resulting from the transportation of your snub nosed/short nosed animal(s); and (3) agree not to file any claim with us relating

to the transportation of your snub nosed/short nosed animal(s). Snub nose/short nose pets have been shown to suffer severe respiratory difficulties either in transit, or because of Hawaii's tropical climate. Thus, we discourage the transport of these animals.

11. **You Pay the Required Fee:** You must pay the applicable kennel fee to transport your pets in the baggage compartment.
  - a. The fee per kennel between Honolulu and Japan is \$340 USD.
  - b. Pet fees for any other legs of travel are not included and will be assessed separately.
12. **The Environmental Conditions Are Adequate.** We will not accept animals for travel in the baggage compartment of our aircraft if we determine, in our sole discretion, that current environmental conditions may pose a hazard to the safety or comfort of the animal. In making our determination, we may consider, for example, the following maximum and minimum temperature conditions:
  - a. Maximum Temperature - whether the local temperature at the origin, destination, or connecting airport is, or is expected to be, above 85F/29C, determined at the time you present your animal for travel.
  - b. Minimum Temperature - whether the local temperature at the origin, destination, or connecting airport is, or is expected to be, below 45F/7C, determined at the time you present your animal for travel. If the temperature at any location is, or is expected to be, below 45F/7C, we may take into consideration an acclimation certificate issued and signed by a licensed veterinarian and dated within ten (10) days of travel stating the minimum temperature at which the animal may travel safely. Animals will never be accepted to/from any destination if the temperature is, or is expected to be, less than 20F/-7C at any point during transport.
  - c. Holding Duration - In order to provide the best level of comfort and care for your pet, animals cannot be accepted for check-in more than four

(4) hours prior to the scheduled departure of your flight. However, to ensure adequate processing time, we recommend presenting your animal for check-in at least two (2) hours prior to departure.

IF WE ARE UNABLE TO ACCEPT AN ANIMAL DUE TO ENVIRONMENTAL CONDITIONS, YOU MAY REBOOK TO THE NEXT AVAILABLE FLIGHT THAT HAS SPACE AVAILABLE FOR YOU AND YOUR ANIMAL, SUBJECT TO SATISFACTORY ENVIRONMENTAL CONDITIONS. ANY APPLICABLE FARE DIFFERENCE OR DATE CHANGE PENALTIES WILL BE WAIVED, PROVIDED THAT ANY TRAVEL IS REBOOKED TO THE SAME CLASS OF SERVICE AS ORIGINALLY TICKETED.

## Rule 110 Checked and Carry-on Baggage

Subject to the conditions of rules 97, 100 and 105, passengers may check baggage for carriage in the cargo compartment of the aircraft and/or may carry baggage on board the aircraft subject to the provisions in paragraphs (A) and (B) below. The suitability of baggage, as to weight, size and character, to be carried in the passenger compartment of the aircraft will be determined by the carrier.

### (A) Checked baggage

Carrier will check baggage which is tendered by a passenger and which is acceptable under the terms of rules 97, 100 and 105, upon presentation by a passenger of a valid ticket for transportation over the lines of that carrier, subject to the conditions specified below:

- (1) Baggage must be checked at the city or airport office designated by the carrier and in advance of flight departure time as prescribed by the carrier.
- (2) The passenger's name must appear on the baggage. Carrier will supply baggage identification labels free of charge.
- (3) Baggage will not be checked:
  - (a) To a point that is not specified on the passenger's ticket;
  - (b) Beyond the passenger's next point of stopover or, if there is no stopover, beyond the destination designated on the ticket;
  - (c) Beyond a point at which the passenger wants to reclaim the baggage or any portion thereof; or
  - (d) Beyond the point to which all applicable charges have been paid;
  - (e) Beyond a 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; or
  - (f) Beyond the point to which the passenger holds a reservation.
- (4) Live animals will not be checked beyond a point of transfer to another carrier.

### (B) Delivery of checked baggage by carrier

- (1) Checked baggage will be delivered to the bearer of the baggage check upon payment of all unpaid sums due carrier under contract of carriage and upon return to carrier of the baggage (claim) tag(s) issued in connection with such baggage. Carrier

is under no obligation to ascertain that the bearer of the baggage check and baggage (claim) tag is entitled to delivery of the baggage and carrier is not liable for any loss, damage or expense arising out of or in connection with such delivery of the baggage. Except as otherwise provided in subparagraph (3) below, delivery will be made at the destination shown in the baggage check.

- (2) If the provisions of subparagraph (1) above, are not complied with by a person claiming the baggage, carrier will deliver the baggage only on condition that such person establishes to carrier's satisfaction his rights thereto and if required by carrier, such person shall furnish adequate security to indemnify carrier for any loss, damage or expense which may be incurred by carrier as a result of such delivery.
- (3) At the request of the bearer of the baggage check and baggage (claim) tag(s), checked baggage will be delivered at the place of departure or an intermediate stopping place upon the same condition provided for in subparagraph (1) above, unless precluded by government regulations or unless time and circumstances do not permit. In delivering baggage at the place of departure or at any intermediate stopping place, carrier shall be under no obligation to refund any charges paid.
- (4) Acceptance of baggage by the bearer of the baggage check and baggage (claim) tag(s) without written complaint at the time of delivery is presumptive evidence that the baggage and contents have been delivered in good condition and in accordance with the contract of carriage.
- (5) Passengers who arrive at the airport of departure for check-in within 30 minutes of scheduled departure or who are traveling on a standby basis and are accepted for carriage will be advised that it may not be possible to load their checked baggage on the flight on which he/she has been accepted for carriage. Such baggage will be accepted only upon execution of a release, supplied by the carrier, which relieves the carrier from liability of any delivery charges resulting from failure of baggage to arrive on the flight on which the passenger travelled unless the carrier has failed to exercise ordinary standards of care in the carriage and delivery of the baggage.

(C) Carry-on baggage

- (1) when baggage is carried on board the aircraft it may be stored in carry-on compartments of aircraft so equipped or it must be retained in the

- passenger's custody and stored under a seat or in an overhead compartment approved for the carriage of such baggage.
- (2) Carry-on baggage must fit under the seat in front of the passenger or be stored in an approved compartment (or overhead bin) and is subject to the following additional conditions.
- (a) The maximum size is 45 linear inches (9x14x22).
- (b) The maximum weight is 25 pounds per passenger.
- (3) HA has a limit of one (1) Piece of carry-on baggage, which may change from time to time without notice. In addition to the carry-on bag, passenger may carry on a personal item such as a purse, briefcase, laptop computer, back pack, or similar piece. When flights are full, HA reserves the right to stow carry-on baggage in the cargo compartment of the aircraft. Carry-on baggage may be limited further by aircraft type or storage availability.
- Exception: Any assistive device brought into the cabin by a qualified individual with a disability shall not be subject to the above limitation.

## Rule 115 Baggage Allowance<sup>Δ</sup>

Two (2) pieces of checked baggage are allowed for each customer at no additional charge for travel between the United States and all points outside the United States, except for flights in the Economy cabin between the United States and Australia/New Zealand.

One (1) piece of checked baggage is allowed for each customer at no additional charge for flights in the Economy cabin between the United States and Australia/ New Zealand.

- (A) International travel - Between the United States and points outside the United States including Pago Pago, American Samoa (PPG), or other travel between IATA areas 1 and 3, areas 1 and 2, and areas 2 and 3. International baggage rules will apply for entire trip subject to DOT regulations that govern whose rules apply on a single ticket, including US domestic segments regardless of stopover, providing that the itinerary includes at least one ticketed international point.
- (1) The following are definitions of terms as used in the table below:
- (a) The number of pieces that will be carried free and the maximum outside linear dimensions and weight of each piece are provided in the table.
  - (b) The term "one item" (used to describe certain articles to be carried free) is defined in Rule 100 for each article to which it is applicable.
  - (c) Duffel bag is defined as a canvas cylindrical shaped bag, folded and fastened at one end.
  - (d) Sea bag is defined as a canvas cylindrically shaped bag, closed at one end by means of draw ropes.
  - (e) B-4 bag is defined as a suitcase type handbag made of canvas with leather and metal bindings and fittings and with expandable canvas compartments on the two sides of the bag.

- (B) Baggage allowance
- (1) Baggage is measured by adding length, width and height to determine the total number of linear inches/centimeters. The total linear dimension allowance is 62 inches (157 CM).
- (2) Baggage that weighs more than 100 lbs (45 kgs) per

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<sup>Δ</sup> Tracked changes applicable to/from the United States and annotated throughout the entirety of Rule 115 are effective March 16,2024, pursuant to Docket OST-1997-2050.

piece will not be accepted.

For travel between:	Cabin	Per piece weight allowance
USA and Australia/ New Zealand*	Economy	50 lbs./23 kg
USA and Australia/New Zealand	First/Business	70 lbs./32 kg
USA and Papeete/Cook Islands	Any	50 lbs./23 kg
USA and Pago Pago	Any	50 lbs./23 kg
USA and Japan/ Korea/ China	Coach/ Economy	50 lbs./23 kg
USA and Japan/ Korea/ China	First/ Business	70 lbs./32 kg
USA and any other int'l point or between any other intl points not listed above	Coach/ Economy	50 lbs./23 kg
USA and any other int'l point or between any other intl points not listed above	First/ Business	70 lbs./32 kg

- (3) Maximum weight for items carried onboard flight (carry-on baggage) is 25 lbs (11.5 kg) (11.5 kg) and the maximum size is 45 linear inches (9 x 14 x 22).
- (4) Free baggage allowance for children
  - (a) Children paying at least 50 percent of the adult fare receive the same baggage allowance as adults.
  - (b) Children carried without charge or without a seat will not be granted a free baggage allowance.
- (5) Articles carried free in addition to stated maximum  
In addition to the maximum allowances provided in paragraphs (1) and (2) above, each fare-paying passenger may carry, without additional charge, the following articles of baggage only when retained in the passenger's custody (except item f which also may be checked):
  - (a) Handbag or pocketbook
  - (b) Overcoat or wrap
  - (c) Umbrella or walking stick
  - (d) Reasonable amount of reading matter for the flight
  - (e) Infant's food for consumption enroute
  - (f) Collapsible wheelchair and/or crutches and/or braces or other prosthetic devices on the same flight with passenger dependent on the device.
  - (g) Any assistive device or mobility aid

- (C) Pooled baggage  
when two or more passengers traveling to the same  
destination on the same flight and on the same reservation  
present themselves and  
their baggage at the same time and place, their maximum  
allowance will be the sum of their individual maximum  
allowances. Baggage in excess of the combined maximum  
allowance will be subject to the excess baggage charge.

## Rule 123 Excess Baggage Charges

Baggage in excess of the maximum allowance specified in rule 115 (baggage allowance) will be accepted for transportation only upon payment of excess baggage charges specified in this rule. Items accepted as checked baggage will be subject to checked bag fees and any applicable excess piece, weight, or oversized baggage charges as stated in this rule. Excess baggage charges will apply from the point at which baggage is accepted for transportation to the point at which baggage is checked or transported in the passenger compartment. Baggage connecting to other airlines will also be subject to the connecting airline's excess charges, in addition to the carrier's excess charges. International baggage charges will apply for entire trip subject to DOT regulations that govern whose rules apply on a single ticket, including US domestic segments regardless of stopover, provided that the itinerary includes at least one ticketed international point.

- (A) Applicable charges  
where the provisions of Rule 115 indicate a maximum acceptable number of pieces of baggage that will be carried free, the piece(s) in excess of that maximum will be subject to the charges prescribed in paragraph (b) below.
- (B) Excess piece charges  
baggage in excess of the free baggage allowance specified in Rule 115 will be charged as shown below.
- |     |  |  |
|-----|--|--|
| (1) | For travel originating from Korea to any point outside of Korea:         |  |
|     | Checked bag  | per piece charge (each way)                  |
|     | First and second   | free of charge (up to 50lbs/23kgs per piece) |
|     | Third or any additional  | krw 150,000                                  |
| (2) | For travel originating from Japan to any point outside of Japan:         |  |
|     | Checked bag  | per piece charge (each way)                  |
|     | First and second   | free of charge (up to 50lbs/23kgs per piece) |
|     | Third or any additional  | jpy 15,000                                   |
| (3) | For travel originating from Australia to any point outside of Australia: |  |
|     | Checked bag  | per piece charge (each way)                  |
|     | First  | free of charge                               |

	(up to 50lbs/ 23kgs per piece)
Second	aud 150.00
Third or any additional	aud 300.00

- (4) For travel originating from New Zealand to any point outside of New Zealand:
- |             |                                |
|-------------|--------------------------------|
| Checked bag | per piece charge<br>(each way) |
|-------------|--------------------------------|

First	free of charge (up to 50lbs/ 23kgs per piece)
Second	nzd 150.00
Third or any additional	nzd 300.00

- (5) For travel originating from China to any point outside of China:
- |                         |   |
|-------------------------|---|
| Checked bag             | per piece charge<br>(each way)                      |
| First and second        | free of charge<br>(up to 50lbs/<br>23kgs per piece) |
| Third or any additional | cny 900   |

- (6) For travel originating from the Cook Islands to any point outside of the Cook Islands:
- |                         |   |
|-------------------------|---|
| Checked bag             | per piece charge<br>(each way)                      |
| First and second        | free of charge<br>(up to 50lbs/<br>23kgs per piece) |
| Third or any additional | nzd 250.00  |

- (7) For travel originating from the United States to Australia or New Zealand:
- |                         |   |
|-------------------------|---|
| Checked bag             | per piece charge<br>(each way)                      |
| First                   | free of charge<br>(up to 50lbs/<br>23kgs per piece) |
| Second                  | usd 100.00  |
| Third or any additional | usd 200.00  |

- (8) For any other international travel (between points not described above):
- |                  |   |
|------------------|---|
| Checked bag      | per piece charge<br>(each way)                      |
| First and second | free of charge<br>(up to 50lbs/<br>23kgs per piece) |

Third or any additional USD 150.00

(C) Oversize pieces

when the maximum outside linear dimensions are more than 157 linear centimeters or 62 inches but less than 206 linear centimeters or 80 inches, the charges indicated in this paragraph will apply.

Note 1: An oversize piece (more than 157 linear centimeters or 62 inches but less than 206 linear centimeters or 80 inches) may be substituted in lieu of two pieces of free baggage allowance.

Note 2: Baggage will not be accepted for carriage when the maximum outside or linear dimensions are more than 206 centimeters or 80 inches, or when the weight exceeds 45 kgs. or 100 pounds. Exception: Baggage for travel between the United States and Australia, New Zealand, Cook Islands or French Polynesia (Papeete, PPT) that weighs more than 70lbs. (32 kg) per piece will not be accepted.

Charges: (rates apply per oversized piece):

- (1) Travel originating from Japan to any point outside of Japan: Jpy 15,000
- (2) Travel originating from Korea to any point outside of Korea: Krw 150,000
- (3) Travel originating from Australia to any point outside of Australia: Aud 300.00
- (4) Travel originating from New Zealand to any point outside of New Zealand: Nzd 300.00
- (5) Travel originating from China to any point outside of China: Cny 900
- (6) Travel originating from the Cook Islands to any point outside of the Cook Islands: Nzd 250.00
- (7) Travel from the United States to Australia or New Zealand: USD 200.00.
- (8) Any other international travel between points not described above: USD 150.00

(D) Overweight pieces

- (1) Items that are in excess of the baggage weight allowances where the allowance is 23 kg or 50 lbs. (as stated in Rule 115) and up to 32 kg. or 70 lb. will be charged the following per piece overweight charges:
  - (a) Travel originating from Japan to any point outside of Japan: Jpy 5,000
  - (b) Travel originating from Korea to any point outside of Korea: Krw 50,000
  - (c) Travel originating from Australia to any point outside of Australia: Aud 300.00

- (d) Travel originating from New Zealand to any point outside of New Zealand: Nzd 300.00
- (e) Travel originating from China to any point in China: Cny 900
- (f) Travel originating from the Cook Islands to any point outside of the Cook Islands: Nzd 85.00
- (g) Travel from the United States to Australia or New Zealand for tickets: USD 200.00
- (h) Any other international travel between points not described above: USD 50.00
- (2) Items that are in excess of 32 kg or 70 lbs. And up to 45 kg or 100 lbs., will always be subject to the following per piece charges, except for travel between the United States and Australia/New Zealand/Cook Islands/French Polynesia (Papeete) for which items in excess of 32 kg/70 lbs. will not be accepted.
  - (a) Travel originating from Japan to any point outside of Japan: Jpy 40,000
  - (b) Travel originating from Korea to any point outside of Korea: Krw 400,000
  - (c) Travel originating from China to any point outside of China: Cny 2500
  - (d) Any other international travel between points not described above: USD 400.00

## Rule 125 Excess Value Charges for Baggage

### (A) Excess value charges

(1) Under the baggage liability limits of the Montreal convention, the liability of the carrier for each passenger for the destruction, loss, damage, or delay of checked baggage is limited to 1,131 Special Drawing Rights (SDRs) unless the passenger at the time the checked baggage is handed to the carrier, declares a value in excess of 1,131 SDRs per passenger for the checked baggage.

(a) When such declaration is made, a charge of such excess value will be assessed by each carrier participating in the carriage at the following rates:

Convention	charge	additional amount of liability
Montreal	US\$1.00 per pound	\$100.00 fraction thereof for a maximum of 1131 SDRs

(b) If the passenger has paid the excess value charge, the carrier will be liable for destruction, loss, damage or delay of such checked baggage in an amount not exceeding the declared amount, unless the carrier proves that the declared amount is greater than the passenger's actual interest in delivery at the destination. The declared amount, and the amount of the carrier's liability, shall not exceed the total amount of declaration permissible under the carrier's regulations, inclusive of the limitation of paragraph (1)(a) hereof. Nevertheless, the carrier may impose charges for pieces of baggage in excess of any free allowance the carrier may provide.

(c) This rule shall not entitle the passenger to declare such excess value for baggage in connection with carriage over carrier's route in relation to which the above rule does not permit such declarations, unless the carriage over such route forms a part of through carriage including other routes in relation to which such declarations are permitted.

### (B) Collection of excess value charges

Excess value charges will be payable at the point of origin for the entire journey to final destination; provided, that, if at a stopover EN route, a passenger declares a higher excess value than that originally declared, additional value charges for the increased value from the stopover at which the higher excess value was declared to final destination will be

payable.

Exception: Excess value charges will be payable only to the point to which the baggage is checked or to the point of transfer to another carrier if such point precedes the point to which baggage is checked.

- (D) Excess value charges on rerouting or cancellations when a passenger is rerouted or his carriage cancelled, the provisions which govern with respect to the payment of additional fares or the refunding of fares shall likewise govern the payment of excess value charges. No refund of value charges will be made when a portion of the carriage has been completed.

## Rule 130 Fares

- (A) General  
Fares apply only for carriage from the airport at the point of origin to the airport at point of destination and do not include ground transfer service between airports or between airports and city centers except where Rule 30 specifically provides that such ground transfer service will be furnished without additional charge.
- (B) Applicable fares
- (1) Except as provided in (c)(1) below, where a fare is published via the desired routing from point of origin to point of destination, such fare is applicable over such route notwithstanding that it is higher or lower than the combination of intermediate fares via the same routing. For the purpose of this rule, a published fare includes a fare obtained by combining a published arbitrary and a published international fare. Where no through one-factor fare is published from point of origin to point of destination via the route of movement for the class of service and the type of aircraft used, the applicable fare for such transportation shall be constructed as provided below:  
One class of service: where the journey from point of origin to point of destination is in one class of service, the applicable fare shall be the lowest combination of fares via the route of movement applicable to the transportation used but in no event shall such constructed fare exceed the through one way fare applicable to or from a more distant point via the same routing.
- (2) All published fares governed by this tariff and all fares constructed in accordance with this tariff are applicable only when in compliance with the provisions governing travel via a higher-rated intermediate point (paragraph (c)(3)). Mileage routings (see maximum permitted mileage tariff no. MPM-1, C.A.B. No. 424, NTA(A) no. 239) may be applied to any published or constructed fare; however, if a diagrammatic or linear routing is specified in connection with a fare, such routing must be observed for that portion of the transportation covered by that fare.
- (C) Construction of fares
- (1) Combining domestic U.S. Fares with international fares
- (a) Domestic U.S. Normal fares  
a normal fare applicable within the U.S.A.

- May be combined end on end with an international fare to construct a through fare, which is less than the published international through fare from point of origin to point of destination, provided travel is via the fare construction points.
- (b) Domestic U.S. Special fares
- (i) A Special Fare applicable within the U.S.A. May be combined with an international fare to construct a through fare, which is less than the published fare from point of origin to point of destination, provided that the passenger complies with all conditions (e.g., period of validity, minimum/maximum stay, advance purchase requirements, group size, etc.) of the Special Fare.  
Exception: Any minimum tour price required by the Special Fare within the U.S.A. will not be applicable when that fare is combined with an international inclusive tour fare having a minimum tour price of the same or a higher amount.
- (ii) Passengers traveling under a fare constructed in (i) above may be routed via any gateway city regardless of the fare construction point(s).
- (2) Combining arbitraries with international fares when a through fare is not published via a desired routing between a point in Canada or the U.S.A. And a point in Area 2 or 3, the fare for such transportation will be constructed by combining the carrier's published arbitrary and published international fare for the fare class applicable to the transportation. Passenger may be routed via any gateway city regardless of the fare Construction point(s).
- (3) Travel via a higher-rated intermediate point
- (a) except where specified, no fare governed by this tariff is applicable for travel via a higher-rated intermediate point on an itinerary. An intermediate point on an itinerary is a higher-rated point when the normal fare between such intermediate point and:
- (i) The point of origin of the itinerary;
- (ii) The point of destination of the itinerary; or
- (iii) Another intermediate point of the itinerary is higher than the normal fare

- between the points of origin and destination of the itinerary.  
The only time a point on a specified routing for a published fare will be considered as a Higher Intermediate Point is when a stopover occurs at a higher rated intermediate point on an itinerary.
- (b) Except as provided in (c), (d), (e) and (f) below, when travel is via a higher-rated intermediate point, the applicable fare for the itinerary will be the highest of the fares applicable between such intermediate point and:
    - (i) The point of origin of the itinerary;
    - (ii) The point of destination of the itinerary; or
    - (iii) Another intermediate point of the itinerary.
  - (c) For travel to a point in the U.S.A. which commences and is paid for in the United Kingdom or Ireland and which is via a point in Europe (other than in the United Kingdom or Ireland), the provisions of paragraph (c) above will not apply. The fare for such travel will be the combination of the applicable fare between the point in the United Kingdom or Ireland and the point in Europe and the fare between the point in Europe and the point in the United States.
  - (d) When a passenger purchases a one-way ticket for transportation via a higher-rated intermediate point, the fare for such transportation will be constructed by calculating the Round Trip fare for transportation via the higher-rated intermediate point and subtracting therefrom the one way fare for direct (not involving a higher-rated intermediate point) transportation between the points involved.
  - (e) For travel between a point in the U.S.A. (other than a point in California, Oregon or Washington) and a point in Area 2 or 3, which is via a point in California, Oregon or Washington, the provisions of paragraph (c) will not apply. The fare for such travel will be the lowest fare constructed by combining:
    - (i) The applicable fare between the point of origin or destination in the U.S.A. And Los Angeles, Portland, Ore., Sacramento, San Diego, San Francisco, or Seattle; and
    - (ii) The applicable fare between those points and the point of origin or destination

in Area 2 or 3.

Travel at a fare so constructed need not be via the point over which the fare WAS constructed.

- (f) For travel between a point in the U.S.A. And a point in Italy when travel is via the higher-rated intermediate point of Rome, the fare for such travel will be the fare applicable between the point of origin and the point of destination. The higher fare shall be assessed only if the passenger makes a stopover at Rome for which a higher fare is published.

(4) Round trip fares

- (a) When a Round Trip ticket is purchased prior to commencement of carriage, the fare for such trip will be the Round Trip fare published for the desired routing and the class of service used. If no Round Trip fare is published, the applicable fare will be the sum of the one-way fares published for the segments of the desired routing and for the class of service used.

- (b) When transportation is partially via fares governed by this tariff and partially via fares published in other tariffs, 50 percent of a Round Trip fare governed by this tariff may be combined with 50 percent of a Round Trip fare published in other tariffs to construct a through Round Trip or Circle Trip fare provided that:

- (i) Fares which, by their terms, are not combinable with other fares, shall not be used in the construction of Round Trip fares; and
- (ii) The most restrictive provisions applicable to any fare used in the construction will apply to the entire trip.

This provision will not apply when any part of the Round Trip is via the services of a nonscheduled carrier or on a charter or military flight.

(5) Circle trip fares

- (a) (i) When a Circle Trip ticket is purchased prior to commencement of carriage, the fare for such trip will be the sum of 50 percent of the applicable Round Trip fares for the class of service to be used for the respective sections of the itinerary, constructed from point of origin via the route of travel to point of destination, that produces the lowest fare for the Circle Trip for the class of service used and/or;

- (ii) When transportation is partially via fares governed by this tariff and partially via fares published in other tariffs, 50 percent of a Round Trip fare governed by this tariff may be combined with 50 percent of a Round Trip fare published in other tariffs to construct a through round trip or Circle Trip fare provided that:
      - (aa) Fares which, by their terms, are not combinable with other fares, shall not be used in the construction of Circle Trip fares; and
      - (bb) The most restrictive provisions applicable to any fare used in the construction will apply to the entire trip.

This provision will not apply when any part of the Circle Trip is via the services of a nonscheduled carrier or on a charter or military flight.
    - (iii) If a Circle Trip so constructed is less than the highest direct route Round Trip fare applicable via the same class of service between any two points on the Circle Trip route, such highest direct Round Trip fare shall apply.
  - (b) Round trip fares may only be used to construct a Circle Trip fare in accordance with the provisions governing travel via a higher-rated intermediate point in paragraph (3) above.
  - (c) Partly via air and partly via sea when tickets are purchased prior to commencement of carriage for a Circle Trip for combined air and sea travel, the air fare for each one-way section of the air journey will be fifty percent (50 percent) of the all year-round Trip fare published in tariffs governed by this tariff and applicable between the points and via the class of service used. A break in the Circle Trip is permitted to allow passengers to make their own way by any means of transportation between airports and adjacent seaports.
- (6) Open jaw trip fares when a ticket is purchased prior to commencement of carriage for an Open Jaw trip, the fare for such Open Jaw trip will be constructed as follows:
- (a) when the point of departure and final destination are the same, the sum of 50 percent of the applicable Round Trip fare from the point of departure to each outer point of the Open Jaw, and
  - (b) where the points of departure and final

destination are not the same, the sum of 50 percent of the applicable Round Trip fare from the point of departure to the outer point of the outward section plus 50 percent of the Round Trip fare from the point of destination to the outer point of the inbound section.

## Rule 135 Stopovers

Stopovers will be permitted under the following conditions:

- (A) Stopovers must be arranged with the carrier in advance and specified on the ticket.
- (B) Stopovers will be permitted at any point which can be included in an itinerary constructed either by the use of a mileage routing or as specified in the published routing, unless such stopover is prohibited by the carrier's tariff or government regulations.
- (C) Stopover provisions for Special Fares  
(Applicable to all fares for which stopovers other than at the point of turnaround are prohibited or restricted in number) when travel at a through fare is interrupted by surface travel, either at intermediate points or at the point of turnaround, the points of disembarkation and reembarkation of the interrupted portion of travel will be considered together as one stopover or the one point of turnaround.
- (D) Only one stopover is permitted at any single point on the itinerary of a journey traveled at a one way or half a Round Trip fare.
  - (1) The origin and destination or point of turnaround, as the case may be, may not be included in such itinerary more than once, regardless as to whether or not a stopover is made at such point.
  - (2) If travel involves a side trip to/from or via the country of origin, for which a separate fare is assessed, such side trip must be ticketed separately.

## Rule 200 Acceptance of Children

- (A) Accompanied children and infants  
Children who have not yet reached 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 18 years of age. Accompanied infants under the age of two not occupying a seat will be charged a percentage of the adult fare. Children ages 2-11 occupying a seat may qualify for a discount off the adult fare.  
Note: A child who reaches the age of two after travel has commenced may travel as lap child on flights before his/her birthday but will be required to purchase a seat for portions of travel that take place on/after their birthday.
- (B) Only one infant lap child is permitted to be accompanied by a passenger who has paid the applicable adult fare and at the applicable infant's charge.  
Note: More than one infant accompanied by an adult passenger will be charged the accompanied children's fare.  
Children 12 years of age or older shall pay the applicable full adult fare.
- (C) **USE OF CHILD RESTRAINT SEAT OR BOOSTER SEAT ON AIRCRAFT.**  
NOTE: Child safety seats or restraint systems are not permitted
- in the front cabin of the 787 aircraft
  - in aisle seats on the A321 & B717 aircraft or Row 4 of B717 aircraft
  - in aisle seats for the A330/787 aircraft are prohibited unless the child's traveling party occupies all seats in that row section A330: CDEG/ 787: DEF.
  - **EXAMPLE:**
  - A330: A CRS may be accepted in seat 23 C/G if the traveling party occupies the entire row 23, all seats CDEG
  - 787: A CRS may be accepted in seat 23 D/F if the traveling party occupies the entire row 23, all seats DEF
1. **Child Restraint Seat.** You may use a child restraint seat on the aircraft for your infant/child only upon the following conditions:
- a. Hard-backed and Government Approved. The child restraint seat must be a hard-backed child safety seat that is approved by the Federal Aviation Administration or other government agency for use in an aircraft.

- b. Adjacent Purchased/Ticketed Seat Available. You must have purchased and/or ticketed a seat adjacent to you for the infant/child's seat, which seats may not be in an exit row.
- c. Properly Secured. The child restraint seat can be and is properly secured by the aircraft seat belt and the infant/child can be and is properly secured in the child restraint seat.

NOTE: We reserve the right to make changes to your seat assignments in our sole discretion to accommodate an FAA approved child restraint seat.

- 2. **Booster Seat**. You may use a booster seat on the aircraft for your child only upon the following conditions:
  - a. During Flight Only. You may use a booster seat for your child during the flight only between (i) the time when the airplane has reached its cruising altitude and the flight attendants have first announced your ability to move around the cabin and (ii) the time the flight attendants have announced that the aircraft is preparing for landing and that the seatbacks and tray tables must be in the upright and locked position.
  - b. Adjacent Seat Available. You must have purchased and/or ticketed a seat adjacent to you for the child using the booster seat, which seats may not be in an exit row.
  - c. Properly Secured. The booster seat can be and is properly secured by the aircraft seat belt and the infant/child can be and is properly secured in the booster seat.
  - d. Stowage Space Available. The booster seat can be and is stowed beneath the seat or in an approved overhead compartment for all surface movement, during takeoff and landing, and at any other time other than for when its use is expressly allowed pursuant to Section (E)(2)(a) of this Rule 12.

- (C) Unaccompanied children  
Unaccompanied children under 12 are not permitted.  
Note: Minors who have reached 12 years of age may travel unaccompanied.
- (D) Minors under the age of 18 who are traveling with only one parent or neither parent may be required to have additional documentation if leaving their country of residence or arriving in a country of which they are not a resident. Customers should contact the consulate of the country to which the minor is traveling for additional information.
- (E) Emergency contact information
  - (1) Children under the age of 18 traveling accompanied but without both parents must provide HA with emergency contact information.
  - (2) Children ages of 12 - 17 traveling unaccompanied

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Carrier: Hawaiian Airlines - HA

DOT No. 603

must provide HA with emergency contact  
information.

## Rule 500 Passengers on Stretchers

HA will accept passengers on stretchers for transportation under the following conditions:

- (A) Stretcher passenger must have a confirmed reservation with HA prior to starting arrangements for stretcher service.
- (B) Advance arrangements and the availability of space stretcher passenger must have a confirmed reservation with HA in order to complete the following:
  - (1) Stretcher passenger information must be provided to HA by medical facility at least ten (10) days prior to expected date of travel for medical fit to fly clearance by HA 's medical advisory service.
  - (2) Once fit to fly clearance is obtained, HA will confirm arrangements for stretcher service which must be at least 48 hours prior to travel date.
  - (3) Stretcher passenger must be accompanied by at least one medical attendant (or as many as is recommended by HA 's medical advisory service) who shall care for such passenger during the trip and who must occupy the seat(s) in front of or behind those occupied by the stretcher passenger.
- (C) Fares  
between ppg and HNL, without voluntary stopover, a flat fee of \$6,750 USD will be assessed, which includes up to two (2) Medical attendants or accompanying passengers. Additional medical attendants or accompanying passengers will be required to purchase seats at available fares.