



## Contract of Carriage

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To our *Virgin America* Guests:

Thank you for flying with us! The following **Contract of Carriage** along with the information printed on the Guest Information sheet, e-ticket receipt, reservation confirmation, published schedule or on the *Virgin America* internet site is a contract between you, the Guest, and Virgin America. By making a reservation and accepting transportation on *Virgin America*, you agree to these terms and conditions.

*Virgin America* is committed to providing you with the best possible experience throughout your journey. We have listed our **Guest Service Commitment** on our website at [www.virginamerica.com](http://www.virginamerica.com).

This document is available at all *Virgin America* locations if requested and is accessible through our website.

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## GENERAL INFORMATION

**Definitions** Unless defined otherwise in this document, the terms used in this document have the following meanings:

**Baggage or Bags** means all luggage, including suitcases, garment bags, tote bags, packages, camera and electronic bags, computer and equipment case, briefcases, typewriters, and similar articles.

**Baggage Tag** means a document issued by Virgin America solely for identification of checked baggage, a portion of which is affixed by Virgin America to a particular article of checked baggage for routing purposes and a portion of which is given to the passenger for the purpose of claiming the baggage.

**Carriage** means the transportation of passengers and/or baggage by air, gratuitously or for hire, and all services of Carrier incidental thereto.

**Checked Baggage or Checked Bag** means baggage of which Carrier takes sole custody and for which Carrier has issued a baggage check and baggage tag(s).

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

### **Force Majeure Event Means**

1. Any condition beyond Virgin America's control including, but without limitation, meteorological conditions, acts of God, riots, civil commotion, embargoes, wars, hostilities, disturbances or unsettled international conditions – actual, threatened, or reported. Also, because of any delay, demand, circumstances or requirement due, directly or indirectly to such conditions, or
2. Any strike, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting Virgin America 's service, or
3. Any government regulation, demand or requirement, or
4. Any shortage of labor, fuel or facilities of Virgin America or others, or
5. Any fact not reasonably foreseen, anticipated or predicted by Virgin America.

**Guest** means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Virgin America.

**Interline** means any transportation which involves carriage via two or more air carriers

**Interline guests** are persons who's transportation involves carriage via two or more air carriers

**Schedule Irregularities** means

1. Any delay or interruption in the scheduled operation;
2. Delay in scheduled departure or arrival;
3. Cancellation of a scheduled flight;
4. Omission of a scheduled stop;
5. Substitution of a different aircraft or a different class of service; or
6. Schedule changes that require rerouting Guests at the departure time of the original flight.

**Team Member** means any employee or agent of Virgin America acting in his or her capacity as a representative of Virgin America. Team members include, but are not limited to, flight crew, reservation agents, and gate agents.

**Unaccompanied Minors** means children five (5) through fourteen (14) years old not accompanied on the same flight by a guardian or traveling companion who is at least fifteen (15) years of age.

**Section Headings**

The section headings used in this Contract of Carriage are intended for convenience and reference only. They in no way define, limit, or describe the scope or substance of any of the provisions set forth herein.

**Application of Virgin America Contract of Carriage**

The policies in this document apply to all services provided by Virgin America and Virgin America's published fares, rates and charges. These policies explain the conditions under which Virgin America agrees to transport.

The Guest agrees to the policies in this contract by making a confirmed reservation.

Applicable terms and conditions are those in effect as of the date a Guest confirms a reservation for transportation on Virgin America, except that the fees for certain additional services that are paid by a Guest after a reservation has been made, such as for day of departure upgrades, pets, and unaccompanied minors shall be those fees in effect at the date the additional services are requested. However, the fees for additional baggage, changes, and cancellations shall be those in effect as of the date a Guest confirms a reservation for transportation on Virgin America

**Virgin America Guest Services Commitment**

Virgin America's **Guest Services Commitment** sets forth Virgin America's customer service commitments to our Guests.

The Virgin America **Guest Services Commitment** is accessible at [www.virginamerica.com](http://www.virginamerica.com) under "Our Difference" and then "Guest Services."

Virgin America has incorporated the provisions of the **Guest Services Commitment** into this **Contract of Carriage**.



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**Authority to Change Contract** No Team Member or representative of Virgin America may change, alter, or waive any provision of this contract without the written authorization of a Virgin America corporate officer.

Virgin America reserves the right to change, delete or add to any terms of the contract at any time without prior notice.

**Claims Submittal** Claims for personal injury or death must be made within twenty-one (21) days after the event. Claims must be filed in writing to Virgin America's Guest Care Department, 555 Airport Blvd, Burlingame, CA, 94010.

Legal action premised or related to any claim for delay, damage, or loss must commence within one (1) year of the date of the incident.

### ACCEPTANCE OF GUESTS

#### **Children** Accompanied Children

**Infants** will be accepted for travel after the seventh day of age. An adult may carry an infant or child under the age of two (2) on his or her lap (a "**Lap Child**"). There is no charge for infants up to the age of two (2) not occupying a seat.

**Children two (2) through four (4) years old** must be accompanied by a Guest fifteen (15) years or older, and are required to occupy either an approved child restraint device (such as a FAA-approved car seat) or be comfortably restrained in an aircraft seat, using the provided seat belt. A seat must be purchased for a child who is at least two (2) years old at the time of travel, regardless of the child's age at the time the reservation was made or whether the child qualified as a Lap Child on the originating segment.

#### Unaccompanied Children (Minors)

Virgin America will accept Unaccompanied Minors for non-stop itineraries only. International and interline connections, and two point-to-point segments requiring a flight connection are not permitted.

Young adults fifteen (15) through seventeen (17) years old traveling unaccompanied are considered adults for travel purposes. However, if the parents or guardians wish the services provided to Unaccompanied Minors to be honored for their young adults we will do so.

The charge for Virgin America's Unaccompanied Minor service is \$75.00 per one-way direction of their journey.

## Car Seats

Virgin America allows the use of FAA-approved infant safety seats secured to standard Guest seats.

An infant safety seat cannot take up an aisle or exit row seat. It may not be located in the rows forward and behind emergency exit rows. Guests must ensure that infant safety seats used during flight remain secured at all times, even when unoccupied.

An infant safety seat must be placed in a window seat, and may only be placed in a middle seat if the window seat remains empty or is occupied by another infant seat. An infant seat may not be placed between two people (including parents).

Seats manufactured between January 1, 1981 and February 25, 1985 must bear the following label: "This child restraint system conforms to all applicable federal motor vehicle safety standards."

Seats manufactured after February 26, 1985 must bear an additional label, printed in red, which reads: "This restraint is certified for use in motor vehicles and aircraft."

Note: Booster-seats, vest and harness type child restraint systems, lap held child restraints, unlabeled seats and seats manufactured before January 1, 1981 are not acceptable.

## Pregnant Women

Virgin America will allow women up to seven (7) months pregnant to travel without a doctor's permission. Any woman who is seven (7) months pregnant or more must submit a document from her physician on official letterhead stating that she is fit to fly. This information must be available to a Virgin America Team Member at check-in. If the Guest is traveling roundtrip, the document should indicate that she will be fit for the return portion of her trip as well.

## Guests with Disabilities

### Commitment to Guests with Disabilities

Virgin America will strive to provide Guests who have disabilities with dignified, professional and courteous service at all times.

### Service animals

Service animals (seeing eye dogs and other animals that are appropriately certified by a physician or other credible person/agency, etc.) may accompany a Guest with a disability on a flight. Any of the following evidence is acceptable as proof of an animal's service status.

- An identification card for the animal;
- The presence of harness or markings on harnesses tags; or
- The Guest's credible verbal statement.

Guests with service animals will be seated so as not to obstruct another Guest's emergency exit path. A service animal will be put in close proximity to the Guest, such as underneath the seat in front of the Guest or held in the Guest's arms.

However, no service animal may obstruct an aisle or an emergency exit path. Virgin America will not separate a service animal from its owner.

Service animals must be trained to behave properly in public settings. An animal that engages in disruptive behavior such as running freely, barking, growling, urinating, biting or jumping on other Guests has not been successfully trained. In such cases, Virgin America is not required to treat the animal as a service animal, and may deny transportation of the animal in the cabin of the aircraft. Service animals in training will not be transported

### Portable Oxygen Concentrators

Virgin America accepts certain carry-on Portable Oxygen Concentrators (POCs). POCs which have been labeled as tested in accordance with FAA standards and which FAA has identified as approved may be used in the cabin as discussed below. A POC which is not one of the named POCs and/or which does not bear this label may not be used in the cabin, but may be transported as an assistive device.

An oxygen concentrator is a machine that takes normal ambient air and, using a series of sieves, filters, and a compressor, removes nitrogen from the air, increasing the oxygen content.

We will only accept brands which have been approved by the FAA:

- AirSep FreeStyle
- AirSEP LifeStyle
- Delphi RS-00400
- Inogen One
- Invacare XPO2
- Respironics EverGo
- SeQual Eclipse

### Emotional support animals

Emotional support animals may accompany a Guest with a disability on a flight. Virgin America requires documentation to substantiate the Guest's disability-related need for the animal to accompany them in the aircraft cabin. Acceptable forms of documentation are listed below.

Guests may not travel with service animals that pose unavoidable safety and/or public health or safety concerns. Snakes, other reptiles, rodents, birds, and spiders fall within this category of animals.

Acceptable forms of documentation include a letter from a physician, mental health professional, or vocational health manager. The letter may not be more than one year old, and it must include verification of all of the following information:

- That the Guest has a mental health-related disability; and
- That having the animal accompany the Guest is necessary for the Guest's mental health, treatment, or to assist the Guest (with his or her disability); and

- That the individual providing the assessment of the Guest is a licensed mental health professional; and

That the Guest is under the care of the individual providing the documentation.

### Wheelchairs

- One onboard wheelchair will be made available on board each aircraft at all times.
- Upon request, one collapsible Guest wheelchair will be accepted and placed inside the cabin and placed in the last row on the right side (looking forward from the back) of the aircraft, on a first-come, first-served basis. (For wheelchairs that have batteries, see notes below.)
- All other wheelchairs that cannot be accommodated in the cabin or overhead storage bins will be transported as checked baggage.
- An assistive device such as a wheelchair will take precedence over other Guest baggage. In the event that other Guest baggage is unable to be transported in order to make room for assistive devices, Virgin America will transport such baggage on the next available flight to the Guest's destination.

### Battery-operated wheelchairs

Battery-operated wheelchairs/mobility aids are permitted on Virgin America aircraft, subject to size constraints of the cargo door. Wheelchairs/mobility aids will NOT be transported if it exhibits evidence of previous leakage or damage.

Batteries - Batteries are classified as either “spillable” or “non-spillable.” As used below, Spillable batteries include those batteries that lack required “non-spillable” labeling by the manufacturer. Virgin America has a limited number of battery packaging units available at each ticket counter, which are available to Guests on first come, first served basis. All batteries must, upon visual inspection (including removal, if necessary, by a qualified Team Member), reveal no obvious defects. All batteries must meet applicable requirements of 49 CFR Part 173 for transport. In addition,

#### Non-Spillable Batteries

Non-Spillable Batteries must meet the provisions of 49 CFR § 173.159 for non-spillable batteries and must be marked by the manufacturer as “NONSPILLABLE.”

#### Spillable Batteries

Batteries lacking non-spillable manufacturer labeling and spillable batteries that cannot remain in an upright position must be removed from the wheelchair/mobility aid. If necessary a qualified Team Member will be

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made available to assist the Guest in removing the battery. The battery must be transported in strong, rigid packaging under the following conditions:

1. The packaging must be leak-tight and impervious to battery fluid. An inner liner may be used to satisfy this requirement if there is absorbent material placed inside of the liner and the liner has a leak proof closure;
2. The battery must be protected against short circuits, secured upright in the packaging, and be packaged with enough compatible absorbent material to completely absorb liquid contents in the event or rupture of the battery; and

The packaging must be labeled with a CORROSIVE label, marked to indicate proper orientation, and marked with the words “Battery, wet, with wheelchair.”

### Guests requiring attendants

Virgin America may require an attendant for any guest if Virgin America determines that an attendant is essential for that person’s safety. Virgin America will use the following criteria in assessing whether a Guest requires an attendant:

- Is there a mental disability that makes the Guest unable to comprehend or respond appropriately to safety instructions including the safety briefing?
- Is there mobility impairment so severe that the Guest is unable to assist in his or her own evacuation of the aircraft?
- Is there a severe hearing or severe vision impairment such that the Guest cannot establish some means of communication with Team Members?

### Guests not requiring attendants

Virgin America will not require an attendant if all of the following conditions can be met:

- The Guest has a method of communication sufficient to receive a safety briefing; and
- The Guest is able to assist in his or her own evacuation of the aircraft in the event of an emergency; and
- The Guest is able to comprehend and, if necessary, respond to safety instructions from Virgin America Team Members; and
- The Guest is able to travel to aircraft bathrooms on his or her own accord with minimal assistance from Team Members.

If Virgin America determines that the Guest requires an attendant, but the Guest believes that she or he is capable of traveling without an attendant, Virgin America may require an attendant – either a Virgin America Team Member or other attendant selected by Virgin America, or an attendant selected by the Guest. In this situation, Virgin America will not charge for the transportation of the Guest’s attendant.

### Other Equipment

Incubators and stretchers are not permitted in the aircraft for Guest use nor carried on board, however, they may be used per the Guest’s physician’s direction prior to departure and upon arrival at either connecting or destination locations. The Guest, traveling companion, or attendant is responsible for setting up the concentrators when used during these periods. The oxygen bottles on board are for use by the crew only in accordance with aircraft and medical emergencies

### **ACAA Regulations**

The U.S. Department of Transportation (DOT) has issued regulations implementing The Air Carrier Access Act of 1986 (ACAA). These and other safety-related regulations address air travel by persons with disabilities and include provisions concerning the physical facilities and services to be provided to Guests with disabilities.

Virgin America makes every effort to comply with the DOT’s rules, the purpose of which is "to prohibit air carriers from discriminating against qualified handicapped individuals." It is important to note, however, that FAA safety regulations take precedence over individual airline policies for carriage of Guests with disabilities.

### Complaint Resolution

If a person with a disability has a concern or complaint concerning their treatment on or by Virgin America, a Virgin America Complaint Resolution Official (CRO) is available to discuss such concerns with the Guest. At least one CRO will be made available at each airport served by Virgin America, either in person or by telephone.

To reach a CRO, contact a Virgin America airport supervisor through any Virgin America Team Member.

### **Allergies**

Virgin America recognizes that some Guests are allergic to nuts, and that exposure to nuts can result in dire, or even fatal, consequences for Guests with the most severe allergies. Virgin America cannot guarantee an environment free of any allergies, including peanuts, peanut dust, peanut oil, or peanut remnants. Guests with severe allergies should advise Virgin America prior to travel.

### **Denied Boarding**

A Guest may be voluntarily or involuntarily denied boarding in the event of an oversold flight. Please see section on “Denied Boarding Compensation” in the Fares, Travel Credit and Refunds section of this document.

### **Refusal to Transport Guests**

Virgin America may refuse to provide transportation to any Guest, or to remove any Guest from its aircraft in certain situations including but not limited to the following:

- Whenever such action is necessary to comply with any government regulation, security directive, or any governmental request for emergency transportation in connection with the national defense or other requisition for space.
- On the basis of safety or security, or when the transportation of a Guest would violate the Federal Aviation Regulations. (Note: This is not to be confused with denied boarding situations whenever it is necessary to comply with government regulations.)
- When such an action is necessary or advisable due to weather or other conditions beyond Virgin America's control (including but without limitation acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or similar disturbances), including the need to restrict seating capacity.
- Any Guest who refuses a search of person or property for explosives or for deadly, controlled, or dangerous weapons, articles, or substances.
- Any Guest who, in the sole judgment of Virgin America, previously has engaged in conduct intended to defraud Virgin America, including but not limited to in the purchase of or claims regarding tickets, baggage, and Elevate credits.
- Any Guest whose conduct is disorderly, offensive, harassing, abusive or violent, or:
  - a. Commits, or threatens to commit, any act which would be detrimental to the safety of any Virgin America flight and/or its Guests or Team Members;
  - b. Appears to be intoxicated or under the influence of illegal drugs;
  - c. Attempts to, or has been known to attempt to, interfere with any member of the flight crew; or
  - d. Refuses to obey instructions from any flight crew member or to comply with federal regulations or security directives.
- Any Guest who is not wearing both top and bottom apparel. Further, clothing that is offensive or might interfere with the safety of the flight or safety of other Guests is prohibited.
- Any Guest over the age of five (5) who is not wearing shoes, unless for medical reasons.
- Any Guest who fails to comply with the Virgin America Contract of Carriage.

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- Any Guest who requires medical oxygen. Oxygen, as a compressed gas, is classified as a restricted article that may not be carried by passengers aboard aircraft. Virgin America does not provide medical oxygen on any of its aircraft. Oxygen is provided on an emergency basis only. However, Guests may bring aboard ventilators, respirators, continuous positive airway pressure devices, and portable oxygen concentrators which do not contain compressed gases or other hazardous materials and which otherwise comply with the requirements of Part 382 of the Federal Aviation Regulations.
- Any Guest who is unwilling to comply with seating requirements under the Additional Seat Purchase policy as specified in this Contract of Carriage. Failure to enforce or willingness not to enforce its Additional Seat Purchase policy for a passenger traveling on a given flight does not preclude Virgin America from requiring such passenger to purchase two seats on a subsequent flight.

In enforcing these Refusal to Transport guidelines, Virgin America will fully comply with the requirements of Part 382 of the Federal Aviation Regulations for the transportation of Guests with disabilities, including that:

- a. Virgin America will not limit the number of qualified Guests with disabilities on any flight.
- b. Virgin America will not require a medical certificate, or impose any condition, restriction or requirement for a Guest with a disability that would not be imposed on a Guest without a disability.
- c. Virgin America will not refuse to transport a qualified Guest with a disability solely because the disability results in appearance or involuntary behavior that may offend, annoy or inconvenience crew members or Guests.

All Guests are asked to refrain from engaging in any conduct that would authorize Virgin America to refuse transport under these Refusal to Transport guidelines. The sole recourse of any Guest refused carriage or removed en route for any reason specified in this section shall be recovery of the refund value of the unused portion of his or her ticket as provided in the Denied Boarding Compensation section below. As an express precondition to the issuance of any refund, Virgin America shall not be responsible for damages based on the refusal to transport of any kind whatsoever.

### **Check-in Requirements**

Guests are required to check in on the web or at the airport via kiosk or ticket counter at least thirty (30) minutes prior to departure, or as otherwise published on the website, and must be at the boarding gate at least fifteen (15) minutes prior to scheduled departure time.

Baggage must be checked at the airport at least forty-five (45) minutes prior to flight departure. Due to distance and baggage travel time, certain airports may require a baggage check-in time greater than forty-five (45) minutes. Please refer to the Virgin America website for specific requirements.



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### **Electronic Surveillance of Guests and Baggage**

The airport security checkpoint is intended to prevent or deter the carriage of weapons, explosives, incendiaries, or other deadly or dangerous weapons or material by Guests and other persons aboard an aircraft or into the sterile area.

Since shortly after September 11, 2001, the Transportation Security Administration (TSA) has been responsible for the operation of airport security checkpoints in the U.S. As a result of TSA and other regulations, Guests must submit to electronic surveillance of themselves and their baggage.

### **Smoking**

Smoking is not allowed on any Virgin America flights in compliance with Federal law.

Federal law prohibits tampering with, disabling or destroying any smoke detector in an aircraft lavatory.

## RESERVATIONS

### **Confirmed Reservations**

Reservations may be booked online at [www.virginamerica.com](http://www.virginamerica.com) or by calling Virgin America Reservations at 1.877.FLY.VIRGIN (359.8474).

Tickets purchased from Virgin America through our reservation call centers will cost an additional \$15 per guest per itinerary. Any added cost associated with purchasing tickets from Virgin America through our reservation call centers will be non-refundable.

No Guest shall be considered confirmed until full payment has been received.

### **Privacy Policy**

Please see our Privacy Policy as posted on our website at [www.virginamerica.com](http://www.virginamerica.com), which is incorporated in this Contract of Carriage by reference.

### **Changes or Cancellations**

#### Reservation Changes

Virgin America will notify Guests in a timely manner of any flight changes or cancellations.

Guests may make changes to their reservations directly online at [www.virginamerica.com](http://www.virginamerica.com) or by calling Virgin America Reservations at 1.877.FLY.VIRGIN (359.8474). To change or cancel a reservation made with Elevate Points please call the reservation center.

Changes to reservations are permitted following the fare rules for the particular reservation up to the time of departure.

### Same Day Changes

Same day standby is available for an earlier or later departure on the date the Guest is confirmed, in the same origin and destination, at no charge. A change to same day standby status may only be made at the airport, and are subject to flight availability and made available on a first-come, first-served basis.

For an additional \$50.00 fee, a Guest may confirm an earlier or later departure on the date the Guest is confirmed, in the same origin and destination. Guests must contact Virgin America prior to his or her scheduled flight. Guests may only make same day confirmed changes at the airport. Confirmed standby is subject to flight availability and made available on a first-come, first-served basis.

### Failure to Show Up

If a Guest fails to show up prior to the specified check-in times described herein for a reserved Virgin America flight and fails to notify Virgin America prior to the flight's departure, Virgin America will cancel that flight reservation and all subsequent segments for continuing or return flights and the fare or Elevate points redeemed for all such reservations will be forfeited.

### Reservation Cancellations

Virgin America's cancellation guidelines can be found in the Frequently Asked Questions (FAQs) on [www.virginamerica.com](http://www.virginamerica.com) under the Help link, which are incorporated in this Contract of Carriage by reference.

Cancellations can be made directly online or by calling Virgin America Reservations at 1.877.FLY.VIRGIN (359.8474). To cancel a reservation made with Elevate Points please call the reservation center.

Reservations must be cancelled prior to the scheduled departure time or the flight reservations and all associated fares or Elevate points redeemed will be forfeited. If a refundable fare has been purchased, please call the reservation center for a credit.

### **24-Hour Hold Policy**

A Guest can place a reservation on hold through Virgin America Reservations for 24 hours without payment, as long as the rules of the fare are met. If the Guest has not completed payment for the reservation within 24 hours, the reservation will be cancelled.

### **Group Reservations**

Group reservations must be made through Virgin America Reservations and such reservations must be made when ten (10) or more Guests are booked as a group traveling on the same itinerary. Group reservations are subject to all applicable group policies and procedures established by Virgin America. Specifically:

- Groups can book six (6) months in advance of travel.
- If a reservation is made more than 45 days prior to departure, a payment deposit of \$75 per guest is due within seven (7) days after making the reservation; the

remaining balance is due 45 days prior to departure.

- If booking is made less than 45 days prior to departure, full payment is due within 24 hours after making the reservation.
- The fare is guaranteed at the time of payment.
- Changes to group reservations will be subject to a \$75.00 change fee per person and any applicable fare difference.
- If a group cancels its reservation prior to 45 days from departure, a full refund will be made to the original form of payment. When a cancellation is made less than 45 days from departure, the group forfeits all monies.
- The names of all traveling Guests are due thirty (30) days before the date of departure.

### **Pre-Assigned Seats**

Advanced seat assignments may be made at time of reservations.

Seats can be assigned online or by calling Virgin America Reservations. Seats will be assigned according to the cabin purchased (First Class, Main Cabin Select or Main Cabin).

If a Main Cabin Select guest chooses either seat 3C or 3D there is a very rare possibility that Virgin America may need to reaccommodate that guest into another Main Cabin Select seat or other available seat on the aircraft. The unlikely event that would require such a move is if a guest with either a service animal or a fused/immobile leg is in need of those seats.

### **Stopovers**

Stopovers are not permitted on any published fare. A stopover is any voluntary interruption of the Guest's journey at an intermediate location that exceeds four (4) hours.

## **FARES, TRAVEL CREDIT AND REFUNDS**

### **Fares**

#### General

The amount quoted to any Guest for transportation on Virgin America will be the lowest fare, plus any applicable taxes and fees, available through the Guest's mode of reservation, at the time a reservation is confirmed and a confirmation number is issued.

If a Guest requests a Main Cabin Select Class itinerary, the lowest available overall fare will not be offered, only the lowest available Main Cabin Select fare will be quoted.

If a Guest requests a First Class itinerary, the lowest available overall fare will not be offered, only the lowest available First Class fare will be quoted.

Guests are encouraged to book through [www.virginamerica.com](http://www.virginamerica.com) to avoid any additional costs when booking through the Virgin America Reservations Center. The lowest fares may not always be available through Virgin America Reservations, but only through the Virgin America website.

Additional fare rules can be found in the Frequently Asked Questions (FAQ) on [www.virginamerica.com](http://www.virginamerica.com) under the Help link, which are incorporated in this Contract of Carriage by reference.

### Currency

All fares and fees are stated in United States Dollars (\$).

### Routing

Fares only apply to the locations specified for that fare and via Virgin America's published routings and schedules. The fare is not valid for travel to or from intermediate locations.

### Special Fares

Virgin America may from time to time offer special discounted fares that are not changeable or cancellable like Virgin America's regularly published fares. In these cases, restrictions will be specified by Virgin America.

Virgin America does not offer discounted fares for children, youths, senior citizens, bereavement or any other Guest type category.

### Fully Refundable Fares

Virgin America offers a fully refundable Main Cabin fare and a fully refundable Main Cabin Select fare. These may be purchased either on [www.virginamerica.com](http://www.virginamerica.com) or by calling Virgin America Reservations at 1.877.FLY.VIRGIN (359.8474).

## **Upgrades**

If available, a Guest may purchase an upgrade to a Main Cabin Select or First Class seat on the day of departure at check-in at airport kiosks, check-in counters, and on the web. Fees must be purchased with Cash, Credit Card or existing Virgin America guest credit; guests may not use Elevate Points to purchase upgrades. Upgrade fees are based on trip length and are charged per segment:

- Main Cabin to First Class (0-845 miles) - \$60
- Main Cabin to First Class (845-1499 miles) - \$100
- Main Cabin to First Class (1500+ miles) - \$250
- Main Cabin to Main Cabin Select (0-845 miles) - \$30



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- Main Cabin to Main Cabin Select (845-1499 miles) - \$50
- Main Cabin to Main Cabin Select (1500+ miles) - \$100
- Main Cabin Select to First Class (0-845 miles) - \$30
- Main Cabin Select to First Class (845-1499 miles) - \$50
- Main Cabin Select to First Class (1500+ miles) - \$150

### **Additional Seat Purchase**

Additional Seat Purchase – The purchase of more than one seat for use by a single Guest is required in the following circumstances:

- At Virgin America we value the safety and comfort of all of our guests. To accommodate a guest of size who encroaches on an adjacent seat area and/or is unable to sit in a single seat with the armrests lowered, we ask that our guests of size purchase two seats.

If a guest purchases two main cabin seats and the flight goes out with at least two empty seats (the extra seat they purchased and another empty seat) we are happy to refund the cost for the extra seat to that guest upon request.

If a guest purchases two MCS seats and the flight goes out with at least two empty MCS seats, they are entitled to a refund of their extra MCS seat. If MCS is full but there are empty seats in the Main Cabin the guest is NOT entitled to a refund of their empty MCS seat.

All refund requests must be made through the Guest Care Center and to book two seats, please call 1.877.FLY.VIRGIN (1.877.359.8474).

- To transport a Guest who, because of his or her particular disability, would be unable to travel without the purchase of additional space on the aircraft; or
- When necessary to transport large musical instruments or electronic audio/video, medical, or other sensitive equipment unsuitable for carriage as checked baggage.

It is the Guest's responsibility to notify Virgin America of a unique seating need. As described in this Contract of Carriage, Virgin America may refuse to transport individuals who are unable or unwilling to comply with these seating requirements.

### **Fare Change Fees**

#### Additional Charges

Prior to the start of travel, Virgin America reserves the right to collect additional taxes and fees imposed by a government entity after a reservation is confirmed and paid.



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Virgin America reserves the right to adjust fares and may do so at varying intervals with no prior notice. Guests, who confirm a reservation with payment, or as allowable under the “24 Hour Hold Policy” section, are guaranteed that particular fare. In the event of a fare increase after the time of confirmation, the Guest may travel on the originally confirmed reservation without additional payment. If the fare decreases, a guest may change their reservation to receive the new fare, however a change fee will apply.

The below chart illustrates our change fees for flights on Virgin America. The fees listed are in addition to any applicable fare difference between the original flight and the new flight on the same date or different date. If the flight change results in a credit, after the applicable fees are deducted, the amount credited will be placed in a Virgin America credit file valid for use towards a new purchase for 12 months from the issuance date.

| <b>Class of Service</b>  | <b>Tickets purchased on or before November 19, 2009, for all changes</b>       | <b>Tickets purchased on or after November 20, 2009, for all changes</b>         |
|--|--|---|
| Changes within Main Cabin                                      | \$50.00 via website, \$75.00 through call center, airport, and travel partners | \$75.00 via website, \$100.00 through call center, airport, and travel partners |
| Changes within Instant Upgrade to Main Cabin Select            | \$50.00 via website, \$75.00 through call center, airport, and travel partners | \$75.00 via website, \$100.00 through call center, airport, and travel partners |
| Change from Main Cabin to Instant Upgrade to Main Cabin Select | \$50.00 via website, \$75.00 through call center, airport, and travel partners | \$75.00 via website, \$100.00 through call center, airport, and travel partners |
| Changes involving Fully Refundable Main Cabin                  | No Charge  | No Charge   |
| Changes involving Main Cabin Select                            | No Charge  | No Charge   |
| Changes involving First Class                                  | No Charge  | No Charge   |

If a ticket was purchased with points from a guests' Elevate account, and a change is requested, the ticket must be cancelled and rebooked to the requested change. For



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tickets booked on or prior to November 19, 2009, there is a \$50 redeposit fee for Main Cabin and Instant Upgrade to Main Cabin Select guests. For tickets booked on or after November 20, 2009, there is a \$75 redeposit fee regardless of class of service.

**Travel credit** Making a change to a reservation may result in receiving a credit “file” for future travel on Virgin America, less any applicable fees.

Unless a reservation indicates otherwise, credit for future travel is valid for transportation for one year from date of initial use, or if unused, for one year from date of cancellation.

A Guest canceling a reservation will be entitled to travel credit for future travel on Virgin America, less any applicable fees. The travel credit is valid within 12 months from the date of cancellation.

**Fare  
Cancellation  
Fees**

The below chart illustrates our cancellation fees for flights on Virgin America. When a flight is cancelled, the cancellation fee will be deducted from the total balance and then the remaining balance will be credited to a travel credit valid within 12 months from the date of cancellation.

| <b>Class of Service</b>              | <b>Tickets purchased on or before November 19, 2009, for all cancellations</b> | <b>Tickets purchased on or after November 20, 2009, for all cancellations</b>   |
|--------------------------------------|--|---|
| Main Cabin                           | \$50.00 via website, \$75.00 through call center, airport, and travel partners | \$75.00 via website, \$100.00 through call center, airport, and travel partners |
| Instant Upgrade to Main Cabin Select | \$50.00 via website, \$75.00 through call center, airport, and travel partners | \$75.00 via website, \$100.00 through call center, airport, and travel partners |
| Fully Refundable Main Cabin          | No Charge  | No Charge   |
| Main Cabin Select                    | No Charge  | No Charge   |
| First Class                          | No Charge  | No Charge   |

Guests who have credits in Fully Refundable Main Cabin or Main Cabin Select may contact the call center if they prefer a refund to their original form of payment.

If a travel credit is not used to book an itinerary within twelve (12) months from the date of change or cancellation, or refund requested to original form of payment for Fully Refundable Main Cabin and Main Cabin Select, all travel credit is forfeited.

If a ticket was purchased with points from a guests' Elevate account, and a flight is cancelled, a redeposit fee will be assessed. For tickets booked on or prior to November 19, 2009, there is a \$50 redeposit fee for Main Cabin and Instant Upgrade to Main Cabin Select guests. For tickets booked on or after November 20, 2009, there is a \$75 redeposit fee regardless of class of service.

Most fares for travel on Virgin America are non-refundable. Fares may only be refunded if the guest has purchased a fully refundable Main Cabin fare, the fully refundable Main Cabin Select fare or under circumstances described in the "Involuntary Refunds" section or in the specific fare rules.

If a reservation is cancelled within 24 hours of booking, Virgin America will refund the amount paid, via the original form of payment and no fee will be charged.

In certain extenuating circumstances a refund may be given. In these limited circumstances, itineraries paid with a credit card will be refunded within seven (7) days of the refund authorization and cash refunds will be honored within twenty (20) days.

### **E-Tickets**

Virgin America uses electronic-tickets ("e-tickets") exclusively, which include a confirmation code. Guests are required to present their confirmation code for transportation. In the event a Guest does not have a confirmation code at check-in, a Virgin America Team Member will assist in locating the confirmation code using the Guest's name, government-issued identification, and, if needed, valid credit card. In the event the Guest does not present the confirmation code and no record is located by Virgin America, Virgin America has the right, in its sole discretion, to deny transportation.

### **Denied Boarding Compensation**

#### Voluntary Denied Boarding

In the event of an oversold flight, Virgin America will solicit volunteers for denied boarding compensation, and shall advise them if they are in danger of being involuntarily denied boarding and, if so, the compensation that Virgin America is obligated to pay if they are involuntarily denied boarding. Guests who are voluntarily denied boarding will be offered accommodation on a case-by-case basis, to be determined in the sole discretion of Virgin America Team Members staffing the flight. Accommodation may include, but is not limited to, rebooking on another flight (either on Virgin America or another airline) to the same or nearby destination, travel credits, hotel, or other accommodations.

#### Involuntary Denied Boarding

- When a flight is oversold and volunteers have not been found, Virgin America will involuntarily deny boarding to the last guests to check in for the flight.
- No compensation is due to guests who are involuntarily denied boarding and are rebooked on a flight planned to arrive within one (1) hour of their original

planned arrival time.

- No compensation is due to guests who did not fully comply with Virgin America's reservation and check-in requirements, or cannot be accepted for transportation under the rules set forth in the Acceptance of Guests section.
- No compensation is due to guests who are involuntarily denied boarding if Virgin America substitutes a smaller-capacity aircraft for meteorological, navigational, or other naturally-occurring conditions. Guests will be accommodated on the next available flight.
- Guests who are involuntarily denied boarding and are rebooked on a flight planned to arrive within one (1) to two (2) hours after their original planned arrival time will receive a travel credit or cash compensation for 100% of the value of their reservation not to exceed \$400.00.
- Guests who are involuntarily denied boarding and are rebooked on a flight planned to arrive after two (2) hours after their original planned arrival time will receive a travel credit or cash compensation for 200% of the value of their reservation not to exceed \$800.00.

### Involuntary Travel Credit or Refunds

In the event the refund is required because of Virgin America's failure to operate on schedule or refusal to transport, the following amounts will be offered to Guests for travel credit or refund:

- If the reservation is totally unused, the full amount will be credited or refunded (with no service charge or refund penalty); or
- If the reservation is partially used, the applicable fare for the unused segment/s will be credited or refunded.

Virgin America will not be obligated to refund any portion(s) of a confirmed reservation on a Virgin America flight that is involved in an irregular operation or is due to a schedule irregularity, unless the flight is cancelled; a Guest chooses not to fly on a flight that is significantly delayed or rerouted; or a Guest booked in First Class can only be accommodated in the Main Cabin.

Whether the refund is voluntary or involuntary, Virgin America may reserve the right to refuse to make any refund in a currency other than the currency of purchase or in a country other than the country of purchase.

## BAGGAGE

**General Acceptance** The United States Government requires that baggage tendered for transportation either as checked baggage or as carry-on baggage will be subject to inspection for security

reasons. Guests and their baggage are subject to inspection with an electronic detector or other inspection devices with or without the Guest's consent or knowledge. If items unacceptable for carriage, as determined by the United States Government, its designees or per this Contract of Carriage are found the Guest or the Guest's baggage may be denied transportation.

### Acceptable Articles

Virgin America will accept for transportation as checked or carry-on baggage those items or personal property which are necessary or appropriate for the use of the Guest for their trip.

These articles must be enclosed in a sturdy, durable container suitable for transportation by air (i.e., suitcases, clothing bags, trunks, etc.). Cardboard boxes and other nonstandard suitcases will be accepted but must be checked with a limited liability release tag affixed to them.

### Conditionally Acceptable Articles

Other items which are not well-suited for transportation (with or without Virgin America's knowledge) are accepted only at the Guest's own risk. In such cases Virgin America will not be liable for damage, loss or spoilage of the items. A list of fragile, irreplaceable and perishable items can be found in the baggage liability section of this document. Virgin America may, in its discretion, refuse to carry any fragile or perishable goods.

### Minimum Check-in Requirements

All Virgin America baggage must be checked in at the airport no later than forty five (45) minutes before departure or as otherwise posted on the Virgin America website. Checked baggage must have an identification tag, legibly bearing the Guest's name and contact information, to be placed on the outmost side of the bag or container.

Security rules provide that no Guest may check in their baggage on any flight for which he/she does not hold a confirmed reservation.

All Guest baggage will be accepted for check-in anytime of the day, but no later than forty five (45) minutes before departure.

## **Carry-On Baggage**

Each Guest is allowed to carry onboard one piece of carry-on baggage and one personal item. This is in accordance with Virgin America's FAA-approved carry-on baggage program.

Please see the Transportation Security Administration (TSA) website at [www.tsa.gov](http://www.tsa.gov) for TSA's most current permitted and prohibited carry-on items.

A personal item includes, but is not limited to a briefcase, purse, laptop, tote bag, infant bag, reading material, umbrella, shopping bag or any form of child restraint. A child restraint seat may be used onboard the aircraft as long as the child restraint displays an

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FAA certification sticker on the back panel of the seat as described in the “Acceptance of Guests” section above.

Any assistive devices such as crutches, canes, and walkers may be carried onboard and will not count as a personal item. Canes must be stowed on the floor at the Guest’s seat so as not to impede an evacuation.

At least one collapsible wheelchair may be carried onboard. The Inflight Team will fasten the wheelchair in place for the duration of flight. If room is unavailable to stow an additional collapsible wheelchair or a non-collapsible wheelchair in the cabin, it will be priority checked and retrieved at the destination city. Please see the “Acceptance of Guests” section above for more details.

Essential medication and/or currency should always travel on the Guests’ person and should never be checked.

### Dimensions and Weight

Carry-on baggage is limited to a maximum of 16 pounds and the dimensions may not exceed an outside linear measurement of 50 inches. For example, 10 inches in height + 16 inches in width + 24 inches in length equal an acceptable 50 inch linear measurement. The carry-on bag must be able to fit comfortably in an overhead bin or under the seat in front of you, so as to not obstruct the evacuation process during an emergency. Overhead bin Guest space is limited, so please plan accordingly.

Any baggage exceeding the above limitations will be handled as a checked bag. An additional fee may apply if you are over the number and weight allotment granted for check-in.

### Musical Instruments

Large oversized items or musical instruments may be secured in a Guest cabin seat, and the Guest will be charged the going fare for that seat. Maximum weight for such items is 180 pounds.

Small instruments may be carried onboard if space permits. If a cabin seat must be utilized, Guests will be charged the going fare for that seat.

### Pets in the Cabin

Only dogs and cats may be carried in the cabin.

A pet confined to a container, will be accepted as long as the container fits properly under the seat. The pet container must not be stored in front of an emergency exit row or bulkhead row, and only one pet is allowed per container. There is no limit on the number of pets that may be carried in the cabin.

Pets cannot be accepted in First Class due to limited space under the seats.



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Pets cannot be accepted in Main Cabin Select due to the fact that this cabin exists in the bulkhead row and the exit row only, both of which prohibit pets in carriers.

All pet owners must present a veterinary certificate dated within the last thirty (30) days, verifying that the animal's shots are current and that the animal is more than eight (8) weeks old.

The pet carrier's dimensions may not exceed eighteen (18) inches in length plus fifteen (15) inches in width plus eight (8) inches in height. The carrier and pet combined cannot weigh more than twenty (20) pounds. Pet carriers will count as one personal item and will be included as part of a guest's carry-on baggage allowance. The fee for pets in the cabin is \$100.00 per one way direction, per pet.

Pets cannot be accepted for guests traveling on interline & international itineraries.

Virgin America does not accept pets of any kind as checked baggage or as cargo.

### Checked Baggage

#### Baggage Allowance

Virgin America will accept assistive devices and certain other devices at no additional charge. These items include but are not limited to: wheelchairs, walkers, car seats, strollers, and portable children's playpen type devices, such as the Graco "Pack 'n Play". All other checked baggage for Main Cabin Guests will follow the chart below:

| <b>Baggage Allowance</b>                       | <b>Tickets purchased on or before August 20, 2009, for travel anytime</b> | <b>Tickets purchased on or after August 21, 2009 for travel anytime</b> | <b>Interline &amp; International tickets purchased on or after September 24, 2009 for travel anytime</b> |
|--|---|---|--|
| 1 <sup>st</sup> Checked Bag<br>(Up to 70 lbs.) | \$15.00   | \$20.00   | No Charge  |
| 2 <sup>nd</sup> Checked Bag<br>(Up to 50 lbs.) | \$15.00   | \$20.00   | No Charge  |
| Extra Pieces up to 10*<br>(Up to 50 lbs.)      | \$15.00<br>Per Piece  | \$20.00<br>Per Piece  | \$100.00<br>Per Piece  |
| Overweight Bag<br>(51-70 lbs.)                 | \$50.00<br>(in addition to the bag fee)                                   | \$50.00<br>(in addition to the bag fee)                                 | \$50.00<br>(in addition to the bag fee)  |
| Overweight Bag<br>(71-100 lbs.)                | \$100.00<br>(in addition to the bag fee)                                  | \$100.00<br>(in addition to the bag fee)                                | Not Accepted   |
| Oversize Bag<br>(Over 62 inches)               | \$50.00<br>(in addition to the bag fee)                                   | \$50.00<br>(in addition to the bag fee)                                 | \$50.00<br>(in addition to the bag fee)  |

\* A maximum of ten (10) bags may be checked per Guest.

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- Main Cabin Refundable, Main Cabin Select and Instant Upgrade to Main Cabin Select Guests may check one (1) piece of baggage up to 70 pounds, free of charge. All other checked baggage follows the policies highlighted above.
- First Class Cabin Guests may check one (1) piece of baggage up to 70 pounds and one (1) piece of baggage up to 50 pounds. All other checked baggage follows the policies highlighted above.
- Interline & International guests traveling on Virgin America as Main Cabin and Main Cabin select may check one (1) piece of baggage up to 70 pounds and one (1) piece of baggage up to 50 pounds. First Class guests may check two (2) pieces of baggage up to 70 pounds. First Class guests traveling on El Al Airlines may check up to three (3) pieces of baggage up to 70 pounds. All other checked baggage follows the policies highlighted above.
- VAustralia guests traveling on Virgin America in any class who have booked travel prior to September 24, 2009 for travel anytime may check one (1) piece of baggage up to 70 pounds and one (1) piece of baggage up to 50 pounds. Bags weighing 71-100 pounds are accepted, and subject to the \$100 overweight fee, only for guests booking prior to September 24, 2009.

### Dimensions

The dimensions of a checked bag may not be any larger than an outside linear measurement of 62 inches. The height plus the width plus the length cannot exceed 62 inches.

Oversized baggage exceeding the 62 inch maximum will require a charge of \$50.00 per bag in addition to the checked bag fee.

Checked baggage cannot exceed 80 linear inches.

### Excess Weight Charges (applied in addition to the checked bag fee)

Beyond the first piece of checked baggage:

- The fee for any bag weighing more than 50 up to 70 pounds is \$50.00.

For all bags:

- The fee for any bag weighing more than 70 up to 100 pounds is \$100.00.

Interline & International guests may not check a bag weighing more than 70 pounds.

Any bag weighing more than 100 pounds will not be accepted for check in at the airport. The Guest will be directed to call the local freight facility.

Exceptions to the size/weight allowance are as follows

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Sporting equipment which does not carry a service charge may be substituted for another piece of checked baggage per the checked baggage policy above

Hanging garment bags, sample bags and bags with an outside length, width and height not exceeding 80 inches will be accepted if the bag is flexible or soft sided.

Military Guests with one duffel bag, b-4 bag, or sea bag which exceeds the 62 outside linear dimensions will be accepted as two checked bags.

### **Hazardous Materials**

In general, Federal law prohibits hazardous materials from being included in either checked or carry-on baggage. Items such as explosives, compressed gases, oxidizers, corrosives, flammable liquids and solids, loaded firearms, radioactive materials, and poisons are considered hazardous.

Certain personal items carried by Guests or Team Members may be allowed under the following conditions:

Non-radioactive medicinal or toiletry articles (including aerosols and perfumes) may be carried in checked or carry-on baggage. Any division 2.2 aerosol with no subsidiary risk and a protective cap can be carried in checked baggage only. The aggregate quantity of all hazardous items carried by each person allowed may not exceed 70 oz. by mass or 68 fl. oz. (2L) by volume. Each individual container cannot exceed 18 oz. (0.5 kg.) by mass or 17 fl. oz. (500 ml) by volume.

Virgin America allows 2 kg. or 4.4 lbs. of dry ice to be carried onboard the aircraft by a Team Member or Guest. Dry ice can be checked in baggage as long as it does not exceed 2.3 kg. or 5 lbs.

Guests are allowed one self-defense spray not exceeding 4 fl. oz. that incorporates a positive means to prevent accidental discharge in checked baggage only.

### **Firearms and Ammunition**

Guests are responsible for ensuring the legality of the possession of their firearms at their point of origin and destination and for obtaining any local, state, or Federal permits, licenses, and/or authorizations necessary in order to possess and transport as checked baggage certain firearms and/or ammunition.

#### Acceptable items

- One pistol case, containing no more than four pistols.
- One shotgun case, containing no more than two shotguns and a small tool set.
- One rifle case containing not more than two rifles (with or without scopes), one shooting mat and a small tool set.

#### Conditions for checked firearms and associated equipment

- Guests must be 18 years of age to check in a firearm.

- Guests must declare the existence of a weapon to security personnel if a security checkpoint is located before Virgin America's check-in counter.
- The firearm must be unloaded by the Guest prior to checking in the firearm.
- An "unloaded" declaration must be signed by the Guest.
- The item must be in a crush-proof, hard sided, lockable case.

### Ammunition

- Must be packaged separately from a firearm.
- Is limited to 10 pounds total.
- Must be packaged in the manufacturer's original container or an equivalent, sturdy container that provides for adequate cartridge separation. Under no circumstances may a Guest transport ammunition in the cabin of the aircraft.

### **Sporting Equipment**

#### Sporting equipment accepted as checked baggage

The following equipment may be accepted as checked baggage in accordance with the check baggage policy.

#### **Bowling equipment**

One bag includes: one bowling ball in a bowling bag and one pair of bowling shoes.

#### **Fishing equipment**

One bag of fishing equipment includes: two rods, one reel, one landing net, one pair of fishing boots (properly encased), and one fishing tackle box.

#### **Golfing equipment**

One bag of golfing equipment includes: one golf bag containing no more than 14 clubs, 12 golf balls, and one pair of golf shoes. All must be properly encased, as Virgin America will not assume responsibility if the packaging is improper.

#### **Snow skiing equipment**

One bag of skiing equipment will include: one pair of skis or snowboard, one pair of ski poles, one pair of ski bindings, and one pair of ski boots.

#### **Water skiing equipment**

One bag consists of: one pair of water skis, a rope, and a life preserver.

### **Sporting Equipment**

#### Sporting equipment accepted as checked baggage for a charge

The following equipment is subject to a charge of \$50.00 as checked baggage regardless of class of service, in lieu of the appropriate checked bag fee. Additional



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**with Fees** overweight charges apply if the 1<sup>st</sup> item exceeds 70 LBS and 2<sup>nd</sup>-10<sup>th</sup> exceeds 50 LBS.

### **Bicycles**

Virgin America will not accept responsibility for bicycles packaged in cardboard boxes or bicycles with a foam packaging. Bicycles will be accepted in a hard side or padded bicycle case. Virgin America does not supply bike boxes.

### **Surfboards**

Surfboards may be checked in, however, due to the dimensions and construction of these items Virgin America cannot be held responsible for any damages incurred during transportation, unless the surfboard is packaged in an appropriate hard-sided case.

### **Antlers or Horns**

Antlers or horns will be accepted when packaged in a sealed, leak-proof shipping container which can hold the entire item(s). Items wrapped in bubble wrap, then sealed in a plastic bag is also acceptable

### **Windsurfing Equipment**

One item of windsurfing equipment may be transported. One item consists of one windsurfing board with an aluminum wishbone style boom, one mast with a maximum length of 15 feet, and a sail. Virgin America cannot be held responsible for any damages incurred during transportation, unless it is packaged in a in a hard-sided case.

### **Baggage Claim**

Virgin America strongly urges Guests to make sure there is identification including a name and phone number on all baggage.

Virgin America will attempt to deliver Guests' luggage to the carousel, or other designated pick-up point, in a timely manner.

Checked baggage may be claimed only by the holder of the baggage claim check. Baggage will not be released unless all sums due Virgin America are paid. Baggage claim checks must be returned to Virgin America on request. Virgin America is not responsible to determine whether the holder of a claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of the baggage.

The acceptance of baggage by the bearer of a claim check without the filing a written complaint shall constitute evidence of delivery by Virgin America of a Guest's baggage.

### **Baggage Delivery**

In the event a Guest's checked bags do not arrive on his or her flight, Virgin America will make good faith efforts to reunite Guest with his or her delayed baggage within 24

hours of when the initial claim is filed. Virgin America's goal to return baggage within 24 hours applies only when Virgin America is the carrier taking the Guest to his or her final destination.

Listed below are some circumstances that may inhibit Virgin America's ability to return your bags within 24 hours:

- No local name/address/phone numbers are provided on the bag.
- Guest is located at a remote location or an unreachable address, such as a cruise ship or a camping site.
- Guest changed his or her delivery address, and did not notify Virgin America.
- Virgin America has limited flight schedules to Guest's destination.
- Operational circumstances prevent Virgin America from being able to locate or deliver a Guest's bags within this time frame.

Virgin America offers a toll free number for Guests to check the status of their claim at 1.877.FLY.VIRGIN (359.8474).

### LIABILITY

#### **Baggage Liability**

The liability, if any, of Virgin America for loss of, damage to, or delay in the delivery of checked baggage and/or its contents is limited to delivery to Virgin America of all necessary receipts for the contents of a bag or the bag itself. For travel between U.S. points, Virgin America's liability is limited to the actual value of the baggage or \$3,300.00, whichever is less.

Virgin America will be liable for up to the original purchase price of lost or damaged wheelchairs or mobility devices.

Virgin America will not offer the option of purchasing excess valuation insurance for any checked or carry-on baggage.

#### **Exclusion from Liability**

Virgin America will not assume liability or responsibility for:

- Property left on aircraft, but the company will do its best to return lost property.
- Items damaged as a result of items contained in checked or transferred Baggage.
- Articles carried in the aircraft cabin.
- Broken or missing baggage wheels, locks, pockets, pull handles, zippers, hooks,

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and straps, or minor damage such as scratches, scuffs, stains, dents, cuts and dirt or resulting from normal wear and tear.

- Recreational/sports items not presented in a hard-sided case.
- Musical instruments not presented in a hard-sided case.
- Damage to contents if the outside of the hard-sided case is not damaged.
- Damage to or loss of protruding baggage parts such as wheels, straps, pockets, pull handles, hanger hooks or other items attached to the baggage.
- Any indirect, consequential, incidental, punitive or special damages resulting from loss, damage or delayed delivery of checked or transferred baggage, including, without limitation, damages for lost revenue or profits, loss of use or business interruption.
- Damage, loss or spoilage of irreplaceable, fragile or perishable items including the following items in a Guest's checked baggage:

### Fragile or unsuitably packaged items

- Glass
- Ceramics
- Mirrors or other items subject to breakage in transit
- Musical instruments not presented in a hard-sided case
- Antiques
- Art
- Car seats, not packaged in a box and/or without proper wrapping
- Strollers
- Musical instruments
- Bottles of wine
- Small appliances
- Radios
- Televisions
- Electronic equipment
- Computers and computer equipment
- Cameras
- Precision tools
- Microscopes
- Medical equipment
- Animal antlers
- Trophies

### Items that are considered to be irreplaceable

- Currency, checks, or negotiable papers
- Jewelry, precious stones or metals
- Antiques or artifacts

- Heirlooms, collectible items
- Paintings, works of art
- Natural fur products
- Irreplaceable business documents
- Essential medication
- Optics, contact lenses
- Car, house or other keys
- Samples
- Other similar valuable items

### Perishable items

- Fish, frozen meat
- Flowers, or plants
- Fruits and vegetables

## OPERATION IRREGULARITIES

**Schedules and Operations** Virgin America will endeavor to carry Guests and their baggage with reasonable dispatch; however, times shown in timetables, advertisements, or elsewhere are not guaranteed and form no part of this Contract of Carriage. Virgin America may, without notice, substitute alternate carriers or aircraft and, if necessary, may alter or omit stopping places included in the Guest's original flight itinerary. Schedules are subject to change without notice. Virgin America is not responsible for or liable for failure to make connections, or to operate any flight according to schedule, or for a change to the schedule of any flight. Under no circumstances shall Virgin America be liable for any special, incidental or consequential damages arising from the foregoing.

**Force Majeure** In the event of any Force Majeure event, Virgin America may, without notice, cancel, terminate, divert, postpone or delay any flight or the right of carriage or reservation of traffic accommodations without liability except to issue an involuntary refund. The involuntary refund will be made in the original form of payment in accordance with involuntary refund rules for any unused portion of the ticket. Virgin America will also reserve the right to determine if any departure or landing should be made without any liability except the aforementioned involuntary refund.

**Delays at the Airport**

- Virgin America will notify Guests immediately upon notification of a delay.
- An accurate and honest explanation of the delay will be relayed to all Guests in a timely manner.
- A Guest Service Team Member will be stationed at the gate through the length of the delay to assist Guests with alternate arrangements or questions.

**Cancellations**

- Virgin America will notify Guests immediately upon notification of a flight cancellation.

### **at the Airport**

- An accurate and honest explanation of the cancellation will be relayed to Guests in a timely manner.
- A Guest Service Team Member will be available to arrange alternate flights, accommodations and to issue compensation when necessary.

### **Delays or Cancellations Prior to Departure Date**

- Virgin America will make every effort to contact Guests in advance by phone or e-mail if their flight is delayed or cancelled.
- Although Virgin America will make an effort to contact Guests in the event of a delay or cancellation, the company recommends that Guests reconfirm their itineraries 24 hours prior to departure.
- Flight status can be checked on [www.virginamerica.com](http://www.virginamerica.com) or by calling 1.877.FLY.VIRGIN (359.8474).

### **Delays On Board the Aircraft**

- In the event of a ground delay, the flight crew will provide accurate and updated information on the flight's status.
- In the event of a diversion, the flight crew will keep Guests informed as to where and why the flight is diverting.

### **Lengthy Ground Delays**

- In the event of a lengthy ground delay, Virgin America will make every reasonable effort to accommodate Guests with food, beverages, use of the restrooms, and access to medical treatment.
- Frequent announcements will be made by Virgin America Team Members to keep Guests up to date of the status of the situation.
- The safety and comfort of our Guests and Team Members is of utmost importance and will take precedence over any services and/or use of restroom facilities.



## Contract of Carriage

### **Responding to Guest Complaints**

- Virgin America will respond to Guests' concerns and/or requests within thirty (30) days.
- All Guest feedback is extremely important and will be documented, tracked and monitored on a daily basis and reported to the respective areas on a monthly basis.

Guests can contact Virgin America through the following:

E-mail: [www.virginamerica.com](http://www.virginamerica.com)

Phone: 1.877.FLY.VIRGIN (359.8474)

Fax: 1.650.762.7001

### **In-Flight Entertainment System Usage Policy**

Please see our In-flight Entertainment System Usage Policy as posted on our website at [www.virginamerica.com](http://www.virginamerica.com) under "Our Difference," which is incorporated in this Contract of Carriage by reference.