

# 海航集团海南航空控股股份有限公司

## 国际业务规定

主送方：各营业部及驻外办事处 发件方：海航控股市场营销部国际业务分部

签发人：杨雷

经办人：张瑾

抄送：海航（计财部） 页数：53 发布对象：营业部、驻外办事处 代理人

发布方式：销售终端 电子运价手册 海航网站 里程制运价

## 关于向旅客公示国际运输总条件 及相关服务的业务提示

各一线销售单位、海航国际客票代理人：

根据民航局下发的《航班正常管理规定》（CCAR-300）要求，各销售单位在销售我司客票及保障旅客成行过程中，应当积极履行以下责任和义务：

### 一、明确公示“国际运输总条件”及相关服务条款。

我司制定并公布的《海南航空控股股份有限公司旅客、行李国际运输总条件》（以下简称“运输总条件”）已明确航班出港延误及取消后的旅客服务内容，包括是否对航班延误进行补偿，补偿条件、标准和方式。各销售单位应遵照《海南航空国际客票销售代理协议》的相应条款，将运输总条件在售票场所（包括网站）向旅客公布，在售票环节提示旅客阅读运输总条件的内容（旅客通过电话购票的，应提示旅客运输总条件阅读的必要性及阅读途径或链接），并确保旅客了解运输总条件后方能完成购票手续。此外，代理人在销售我司国际客票时，应向旅客告知查询我司航变保障、中转住宿及行李运输服务信息的有效方式。

### 二、准确录入旅客信息

各航空销售代理人在售票时应将旅客联系方式等必要信息准确录入旅客定座系统，并及时通告旅客航班动态信息。

### 三、及时通告航变信息

在掌握航班状态发生变化之后的 30 分钟内，我司将通过公共信息平台、官方网站、呼叫中心、短信、电话、系统 Q 信等方式，及时、准确地发布航班出港延误或者取消信息，包括航班出港延误或者取消原因及航班动态。各代理人应有专人负责清理 Q 信，并将海航通告的航班出港延误或取消信息及时通告旅客，确保对外发布的航班信息真实，与我司发布的信息一致，并优先为残疾人、老年人、孕妇、无成人陪伴儿童等需特别照料的旅客提供退改签服务。

### 四、积极受理旅客投诉

航空销售代理人应当设立专门机构或者指定专人负责受理投诉工作，并以适当方式向社会公布中国境内的投诉受理电话、电子邮件地址，并报海南航空和民航行政机关备案。投诉受理机构、投诉受理人员及联系方式等事项发生变化的，应当自决定变化之日起 5 日内以书面形式告知海航及民航行政机关。代理人在收到旅客投诉后需及时处理，将受理情况和处理进展及时告知旅客，并于最迟 7 日内做出实质性回复。书面记录旅客的投诉情况及处理结果，投诉记录至少保留 2 年。

请各营业部在收到本通知后立刻组织渠道开展自查工作。同时通过实地现场检查及远程检查确保目前各销售渠道，使用有效方式对运输总条件内容及我司相关服务进行提前告知，已建立完善的航变通知及投诉处理机制。对未实现提前告知的情况限时进行补救；对告知不清晰、投诉处理机制不完善的情况立即进行整改完善；对违反以上规定条款，或经提示逾期不能改正的单位即刻停止授权合作。

2018年5月10日

附件 1：以下文件的最新版本，可以查询海南航空官网

**海航国际运输总条件**

<http://www.hnair.com/lvxingxinxi/chuxing/xvzhi/gjysztj/>;

**中转住宿服务最新规定：**

<http://www.hnair.com/lvxingxinxi/dimian/zhongzhuan/>;

**行李运输服务最新规定**

<http://www.hnair.com/lvxingxinxi/chuxing/xingli/>。

附件 2 《海南航空控股股份有限公司旅客、行李国际运输总条件》正文如下

# 海南航空控股股份有限公司

## 旅客、行李国际运输总条件

### 目录

第一章 定义.....	5
第二章 适用范围.....	7
第三章 客票.....	8
第四章 票价和费用.....	10
第五章 定座.....	11
第六章 乘机.....	12
第七章 拒绝运输和限制运输.....	13
第八章 行李.....	14
第九章 班期时刻、航班取消及变更.....	18

第十章 客票变更.....	19
第十一章 退票.....	20
第十二章 飞机上的行为.....	21
第十三章 一般服务.....	22
第十四章 附加服务安排.....	23
第十五章 行政手续.....	24
第十六章 责任及限额.....	25
第十七章 其他.....	26

## 第一章 定义

**第一条** 海南航空控股股份有限公司旅客、行李国际运输总条件（以下简称“条件”）中的下列用语，除具体条文中另有要求或另有规定外，含义如下：

（一）“公约”是指根据合同规定适用于该项运输的一九二九年十月十二日在华沙签订的《统一国际航空运输某些规则的公约》（简称华沙公约）和一九五五年九月二十八日在海牙签订的《修改一九二九年十月十二日在华沙签订的统一国际航空运输某些规则的公约的议定书》（简称海牙议定书）以及一九九九年五月二十八日在蒙特利尔签订的《统一国际航空运输某些规则的公约》（简称 1999 年蒙特利尔公约）。

（二）“国际运输”是指除公约另有规定外，根据当事人订立的航空运输合同，无论运输有无间断或者有无转运，运输的出发地点、目的地点或者约定的经停地点之一不在中华人民共和国境内的运输。

（三）“承运人”指填开客票、承运或约定承运该客票所列旅客及其行李的公共航空运输企业。

（四）“代码共享或代码共享航班”指承运人通过协议在另一承运人实际承运的航班上使用自己公司航班号或航空公司通过协议在同一个航班上使用各自航班号的航班。

（五）“出票承运人”指其数字代码在客票票联中出现的承运人。

（六）“海航”指海南航空控股股份有限公司的简称。

（七）“海航规定”指海航为对旅客及其行李的运输进行管理，依法制定而公布的并于填开客票之日对合同双方有效的规定，包括有效的适用票价及适用条件。

（八）“授权销售代理人”指被承运人指定并代表该承运人，为其航班并经其授权后为其他航空承运人航班

（九）“旅客”指除机组成员以外经承运人同意在航空器上载运或已经载运的任何人。

（十）“儿童”指旅行开始之日已满两周岁但不满十二周岁的人。

（十一）“婴儿”指旅行开始之日满 14 天但不满两周岁的人。

（十二）“客票”指承运人或其授权代理人销售或认可并赋予运输权利的有效文件，包括纸质客票和电子客票。纸质客票是指由承运人或代表承运人所填开的被称为“客票”及行李票的凭证，包括运输合同条件、声明、通知以及乘机联和旅客联等内容。电子客票是普通纸质客票的电子替代产品。

（十三）“电子客票”是纸质机票的替代，是将普通纸质机票的信息以电子数据的方式存储在系统数据库中，并作为销售、结算、运输依据的客票形式。

（十四）“电子客票行程单”是记录旅客姓名、旅程路线、票价等信息的纸质凭证。

（十五）“连续客票”指填开给旅客与另一本客票连在一起，共同构成一个单一运输合同的客票。

（十六）“旅客联”指纸质客票中标明“旅客联”的部分，始终由旅客持有。

（十七）“乘机联”指纸质客票中标明“适用于运输”的部分，表示该乘机联适用于指定的两个地点之间的运输。

（十八）“日”指日历日，包括每周的七日。用于给旅客发通知时，通知发出日不计算在内；用于确定客票有效期限时，客票填开日和航班飞行开始日，均不计算在内。

（十九）“行李”指旅客在旅行中为了穿着、使用、舒适或方便的需要而携带的物品。除另有规定外，包括旅客的托运行李和非托运行李。

（二十）“托运行李”指旅客交由承运人负责照管和运输并填开行李票的行李。

（二十一）“非托运行李”指除旅客托运行李以外的由旅客自行照管的行李。

（二十二）“行李牌”指识别行李的标志和旅客领取托运行李的凭据。

（二十三）“行李票”指由承运人发行的专用于托运行李鉴明的文件。

（二十四）“逾重行李”指超过计重或者计件免费行李额的部分。

（二十五）“约定经停地点”指除出发地点和目的地点以外，在客票或者承运人的班期时刻表内列明作为旅客旅行路线上预定经停的地点。

（二十六）“中途分程”指经承运人事先同意，旅客在出发地点和目的地点间旅行时由旅客有意安排在某个地点的旅程间断。

（二十七）“损失”指在承运人提供的运输或与运输有关的其它服务中因旅客死亡或者身体伤害而产生的损失；因行李毁灭、遗失或者损坏而产生的损失或其它损失。

（二十八）“正常票价”是在适用期内的头等、公务、经济各舱位等级中承认的最高票价，也包括与之相适应的儿童和婴儿票价。

（二十九）“特种票价”是指不属于正常票价的其他票价。

（三十）“特别提款权”是指由国际货币基金组织定义的特别提款权。

## 第二章 适用范围

### 第一条 一般规定

（一）除本条第（二）款、本章第二条、第三条另有规定外，本条件适用于海航以飞机运送旅客、行李而收取报酬的国际运输，港澳台地区运输参照本条件执行。

（二）除海航运输规章或相关合同、票证另有规定外，本条件也适用于减免费运输。

（三）除另有规定外，在海航的规定中如含有与本条件不一致的条款，则本条件优先适用。

### 第二条 包机

根据海航包机合同提供的运输，接受包机运输的旅客及行李应遵守海航包机合同条款规定，包机合同未约定的内容，以本条件规定为准。

### 第三条 除外条款

在本条件中如果含有与公约、国家法律、政府规定、命令或要求不一致的条款，以公约、国家法律、政府规定、命令或要求为准；本条件的其余条款仍然有效。

## 第三章 客票

### 第一条 客票是运输合同的初步证据

客票是出票承运人和旅客之间航空运输合同的初步证据。承运人只向持有其或其授权代理人填开客票的旅客提供运输并按本运输条件承担相应的责任。客票始终是出票承运人的财产。客票中的合同条件是本运输条件部分条款的摘述。

### 第二条 客票使用规定

（一）持纸质客票的旅客未能出示根据海航规定填开的并包括所乘航班的乘机联和所有其它未使用的乘机联和旅客联的有效客票时，无权要求乘机。旅客出示残缺客票或非经海航或其销售代理人更改的客票，也无权要求乘机。

（二）持电子客票的旅客应出示有效身份证件，并经海航或其地面服务代理人验证客票状态有效后，方可要求乘机。电子客票行程单仅是记录旅客旅行信息的单据，不作为机场办理乘机手续和安全检查的必要凭证。

### 第三条 客票的遗失

以下规定适用于海航或其授权销售代理人填开的客票及行李票的遗失。

#### （一）一般规定

如果客票全部或部分遗失，或旅客出示的客票未包括旅客联和所有未使用的乘机联，责任应由旅客本人承担。

#### （二）遗失客票的挂失

1、旅客的客票全部或部分遗失，或旅客出示的客票未能包括旅客联和所有未使用的乘机联，旅客应以书面形式向海航售票处或授权销售代理人申请挂失。

2、旅客申请挂失，必须出示其有效身份证件，并提供原购票日期、地点、行程。如申请挂失者不是旅客本人，还需出示挂失人的有效身份证件以及旅客本人出具的授权书。

3、在旅客申请挂失前，客票如全部或部分已被冒用或冒退，海航不承担责任，不对遗失客票退还票款或补开票证。

#### （三）重购客票

旅客可按照原行程和日期重新购票并申请办理遗失客票的退款。

#### （四）遗失客票退款

如旅客直接要求办理遗失客票的退款，旅客应按第三条第二款的规定办理客票挂失，经海航查证遗失客票未被冒用、冒退，按海航规定办理遗失客票的退款。

### 第四条 客票不得转让

#### （一）客票不得转让。

（二）如果客票不是由有权乘机或者退票的人出示的，海航可向出示该客票的人提供运输或退款。海航对原客票有权乘机或退票的人不承担责任。

（三）如果客票被无权乘机人冒用或被无权退票人冒退，则海航对有权乘机人或有权退票人不承担责任。

### 第五条 客票有效期

（一）客票从旅行开始之日起一年内运输有效，如果客票全部未使用则从填开客票之日起一年内运输有效，但是客票、本运输条件或海航规章另有规定者除外。

（二）特种票价的有效期，按照海航规定的该特种票价的有效期计算。

（三）客票有效期的计算，从旅行开始或填开客票之日的次日零时起至有效期满之日的次日零时为止。

### 第六条 客票有效期的延长



（一）由于下列原因，旅客未能在客票有效期内旅行，其客票有效期将延长到海航能够按照该客票已付票价的舱位等级提供座位的第一个航班为止：

- 1、海航取消旅客已经定妥座位的航班；
- 2、海航未在航班经停地点降停，而该经停地是旅客的出发地、目的地或是中途分程地；
- 3、海航未能合理地按照班期时刻进行航班飞行；
- 4、海航造成旅客错失衔接航班；
- 5、海航未能提供旅客事先已经定妥的座位。
- 6、承运人替换了不同的座位等级。

（二）旅客开始旅行后，因病不能在客票有效期内继续旅行，除海航对所付票价另有适用规定外，该客票有效期可以延长至旅客适宜旅行之日，或延长到海航能够按照该客票已付票价舱位等级提供座位的第一个航班为止。旅客应当按照海航规定提供医生的诊断证明。当客票中未使用的部分含有一个或一个以上中途分程地点时，该客票有效期的延长不得超过医生诊断证明适宜旅行之日起三个月；患病旅客的陪同人员，其客票也可根据海航的规定予以延长，陪同人员以两人为限。

（三）如果旅客在旅途中死亡，可以变更其陪同人员客票的最短停留期限或者延长其客票的有效期；如果旅客开始旅行后，其亲属发生死亡，该旅客及其陪同亲属的客票有效期也可同样予以延长，此种客票的变更必须在收到死亡证明之后才能办理，其客票有效期的延长从死亡之日起最多不超过四十五日，陪同人员以两人为限。以上亲属范围包括：夫妻、父母、子女、兄弟姊妹、祖父母和外祖父母、孙子女和外孙子女、儿媳和公婆、女婿和岳父母、以及其他三代以内的旁系血亲，如伯、叔、姑、舅、姨、侄子女、甥子女、堂兄弟姊妹、表兄弟姊妹。

## **第七条 票联使用顺序**

（一）客票的乘机联，包括电子客票，必须按照客票上列明的航程，从出发地点开始，按顺序使用。

（二）如果用于国际运输客票的第一航段未使用，旅客于中途分程地或约定经停地要求开始旅行，海航有权拒绝运输。

（三）每一张乘机联或电子客票上应当列明舱位等级，并在航班上定妥座位和日期后方可由海航接收运输。如果乘机联或电子客票上没有填明定座情况，则应按照有关的票价条件和航班座位可利用情况办理定座。

（四）如果旅客没能按顺序使用客票的各航段，海航有权根据规定重新计算上述已用机票的费用，而旅客有责任补足重新计算的费用与其已付费用间的差额。

## 第四章 票价和费用

### 第一条 一般规定

票价指旅客由出发地机场至目的点机场的航空运输价格，不包括机场与机场或者机场与市区之间的地面运输。

### 第二条 适用票价

适用票价是海航和海航的委托机构公布的票价，无公布票价的为海航按规定组合的票价。除非另有规定，适用票价是客票第一航段航班运输开始之日有效的票价。

### 第三条 路线

票价只适用于与票价相关而公布的路线。票价适用于多条旅行路线的，旅客可在出票前指定路线，旅客未指定路线的，由海航提供路线供旅客选择确认。

### 第四条 税款和费用

政府、有关当局或机场经营人因向旅客提供服务或设施而征收的税款或者收取的费用，均不包括在适用票价之内。该项税款或者费用由旅客支付，由海航代为收取。旅客购买机票时，海航将告知未包括在票价中的具体税款和费用。

### 第五条 货币

除非另有约定，旅客应当使用出票地国家货币支付票款和税费，如支付货币不是出票地国家货币的，旅客应按中航信系统显示的汇率换算后支付。

## 第五章 定座

### 第一条 一般规定

（一）未经海航或其授权代理人记录认可，不得认为定座已得到确认。定座只有在旅客按照海航规定的定座手续和购票时限支付票款，经海航或其授权代理人填开客票并将定座情况列入有关客票中，才能认为定座已经完成并有效。

（二）按照海航规定，某些特种票价可以附有限制或免除旅客变更、取消定座权利的条件，有关票价的具体条款请参照相关运价规则。

### 第二条 购票时限

如果旅客未在规定的购票时限内支付票款，海航或其授权代理人有权取消座位。

### 第三条 旅客的个人资料

旅客认可向海航提供的个人资料，旨在用于定座和安排相关的运输服务，以及办理移民和入境手续。为此，旅客授权海航保留其个人资料且有权将资料传递给地处任何国家的政府机构、海航有关部门、其他相关承运人或相关服务的提供者。

### 第四条 座位安排

海航除按照旅客已定妥的航班和舱位等级提供座位外，不保证旅客所要求的特定位置的机上座位。出于运行、安全或安保的需要，承运人始终保留分配或者重新分配机上座位的权利，即使是在旅客登机之后。

### 第五条 座位再确认

海航不要求对已定妥的续程或回程航班进行座位再确认。但是如客票中含有与其他承运人联运的航班，其他承运人要求对续程或回程的座位进行再确认，而旅客未能按要求进行确认的，该航班承运人有权取消旅客的座位，海航不承担由此造成的任何损失。旅客应当事先了解与旅行相关的承运人座位再确认要求，如果需要进行再确认，旅客应当向客票上载明其代码的承运人办理座位再确认手续。

## 第六章 乘机

### 第一条 值机

（一）各机场的乘机登记截止时间不同，旅客应当在规定的时限内到达机场，凭本人有效身份证件按时办理客票查验、托运行李、领取登机牌。

（二）值机部门可直接为已定妥座位的旅客办理值机手续，未定妥座位的旅客需按海航规定办理候补乘机手续。

### 第二条 登机

旅客办理完值机并办妥所有政府规定的乘机手续，应当按时到达海航指定的登机处或登机口。旅客未能及时到达登记处或登机口，或者未出示其有效旅行文件及运输凭证，或者未作好旅行准备，海航有权为不延误航班而取消旅客预定的座位。对旅客因此所产生的损失，海航不承担责任。

## 第七章 拒绝运输和限制运输

### 第一条 拒绝运输权

海航出于安全或根据自己合理的判断，确定有下列情况之一时，有权拒绝运输旅客及其行李：

- （一）为了遵守始发地、经停地、目的地或者飞越国家的法律及其它有关规定；
- （二）因旅客行为、年龄、精神或健康状况不适合旅行（法律对旅客身心障碍另有规定的除外），或者给其他旅客造成不适，或者对本人或其他人员的生命、财产可能造成危害或危险；
- （三）旅客不遵守海航或政府机构的有关规定，或不听从海航工作人员安排和劝导；
- （四）旅客拒绝其本人或行李接受安全检查；
- （五）旅客未按规定支付适用票价、税费以及未承兑其与海航之间的信用付款；
- （六）旅客未出示本人的有效护照、签证或其它旅行证件；
- （七）旅客可能企图在其过境国家非法入境，或者可能在飞行中销毁其证件，或者拒绝按照海航的要求将其旅行证件或复印件交由机组保管；
- （八）旅客交验的客票为非法取得或者其客票不是从出票承运人或者其授权代理人处所购得，其客票已经挂失，其客票为伪造客票，其客票没有经过承运人或其授权代理人同意而被更改，其客票已残损，海航保留收存上述客票的权利；
- （九）交验客票的人不能证明自己是“旅客姓名”栏内列明的人，海航保留收存上述客票的权利；

**第二条** 由于实际承运的旅客超过了飞机可允许的最大载量，海航有权决定旅客及行李的载运安排，对不能成行的旅客及行李，海航将在航班起飞前告知旅客，其客票按照非自愿签转或非自愿退票处理。

### 第三条 载运限制

无成人陪伴儿童、无自理能力的人、孕妇、病患旅客或需要特殊帮助的旅客等，应当事先经海航同意，并做出相应安排后，方可予以承运。

### 第四条 对被拒绝运输旅客的安排

在海航运行中，当拒绝运输旅客、行李的情况发生时，运输服务部门对被拒绝运输的旅客、行李按海航《地面服务保障手册》中的有关规定予以必要的事后处理。

## 第八章 行李

### 第一条 禁止和限制作为行李运输的物品

（一）不得作为行李运输的物品

1、按照本条件第一章的定义，不属于行李的物品；

2、属于可能危及飞机或机上人员、财产安全的物品，例如根据国际民用航空组织《危险物品航空安全运输技术指南》、国际航空运输协会的《危险物品规则》、《中国民用航空危险物品运输管理规定》及海航规定中列明的物品，特别是以下禁运物品：爆炸品、压缩气体、腐蚀性物质、氧化物、放射性或磁化物、易燃、有毒、有威胁性或刺激性物质等，其他类似物品的详细信息可向海航查询；

3、任何始发地、经停地、目的地或飞越国家适用的法律、法规或命令所禁运的物品；

4、由于包装、形状、重量、体积、性质不适合航空运输的物品；

5、活体动物，但按照本章第十二条规定办理的除外。

（二）不得作为托运行李运输的物品

旅客不得在托运行李中夹带易碎或易腐物品、货币、珠宝、古玩字画、贵金属、金银制品、流通票据、有价证券、银行卡、信用卡或其它贵重物品、商业、官方或私人文件、护照和其它证明文件或样品、药品或医疗装置和设备、钥匙、电脑、摄像机、相机、手机或其他电子装备。对旅客违反上述规定而造成的损失，海航只承担一般托运行李赔偿责任。

（三）限制运输的物品

下列物品只有在符合海航运输条件的情况下，并经海航同意，方可接受运输：

1、用于狩猎和体育活动的枪支和弹药可凭枪支运输许可证或国家体育行政部门的批准证明作为托运行李运输，但不得作为非托运行李带入客舱。枪支必须卸下子弹和扣上保险并妥善包装。弹药的运输按国际民用航空组织和国际航空运输协会的规定及出境、入境或所经过国家适用的法律、法规或者命令办理。

2、属于古董或旅游纪念品的刀、剑及类似物品，只能作为托运行李运输并符合有关规定。

（四）需要贴挂免责行李牌的物品

对于下列海航收运的行李，因价值、品质或旅客疏忽可能导致争议的，应贴挂“免除责任行李牌”以免除海航相应的运输责任。

1、易碎易损坏行李物品；

2、包装不符合要求的行李；

3、小动物、鲜活、易腐物品或者夹带有易腐物品的行李；

4、旅客交运过晚的行李；

5、有破损和残迹的行李；

6、超过承运人规定重量和体积限制的超重或者超大托运行李；

7、无锁或者锁已失效的行李；

8、登机口拉下的超过客舱行李尺寸限制的非托运行李。

### 第二条 拒绝运输权

（一）海航有权拒绝运输本章第一条第(一)款作为行李运输的物品，运输期间一经发现上述任何物品，海航有权拒绝继续运输。

（二）托运行李要用行李箱或其它合适的容器包装，以保证在正常的操作条件下安全运输，否则海航有权拒绝作为托运行李收运。

### 第三条 检查权

为了运输安全，海航可以按规定程序检查旅客行李。为了确定旅客是否携带或在行李内夹带了本章第一条第（一）、（三）款所述的物品，即使旅客不在场，海航也可以对其行李进行检查、扫描或 X 射线检查，如果检查、扫描或 X 射线检查给旅客的行李造成损坏，海航不承担责任，除非该损坏是由于海航的过失造成的。如果旅客不愿遵守上述规定，海航有权拒绝该旅客或其行李的运输。

#### 第四条 托运行李

（一）行李一经托运，即由海航负责照管，海航将为每件托运行李签发一张行李牌识别联。

（二）旅客应在托运行李的内部或外部标注姓名、联系方式或其他个人识别标志。

（三）旅客的托运行李尽可能与旅客同机运输。由于安全、安保或运行方面的原因，旅客的托运行李确实不能同机运输的，海航将向旅客说明，在确保安全及载量许可的情况下，将托运行李安排在后续航班上运输。

（四）托运行李的重量、体积和件数不得超过海航国际航线免费行李额及超限行李费的相关规定，超过规定的托运行李应作为货物运输。

#### 第五条 非托运行李

（一）携带入客舱的行李要妥善安放在旅客前面的座椅下或客舱顶部行李架内。

（二）除另有规定外，每位旅客所携带入客舱的非托运行李重量不能超过 10 公斤，体积最大不能超过 20 厘米×40 厘米×55 厘米。计件制规则下，带入客舱的非托运行李重量不超过 10 公斤，三边总和不超过 115 厘米。超过上述规定的行李，应当作为托运行李运输。

（三）如旅客行李不适合在航空器货舱内运输，例如精致乐器，并且不符合本章第五条第（二）款规定，旅客应提前通知海航，在获得海航同意后方可带入航空器客舱内，按照客舱占座行李收费。

#### 第六条 免费行李额

（一）在海航办理的国际运输中，免费行李额分别实行计重制和计件制二种。旅客应根据海航规定的条件和限额携带免费运输的行李。

（二）购买混合等级客票的旅客，其免费行李额可按各该航段票价级别规定的免费行李额分别计算。

（三）搭乘同一飞机前往同一目的地或者中途分程地点的两人或两人以上的同行旅客，在同一时间、同一地点办理行李托运手续的，其免费行李额可按各自的票价级别规定的标准合并计算。

（四）旅客自愿改变航程后的免费行李额，应当按改变航程后客票票价级别所适用的免费行李额的规定办理。旅客非自愿改变航程后的免费行李额，应当按照原客票票价级别所适用的免费行李额的规定办理。

（五）计重制免费行李额

除海航另有规定外，按下列规定办理：：

1、除另有规定外，按适用的头等舱票价购票的成人旅客，享有 40 公斤的免费行李额；按适用的公务舱票价购票的成人旅客，享有 30 公斤的免费行李额；按适用的经济舱票价购票的成人旅客，享有 20 公斤的免费行李额。

2、儿童及按儿童票价购票的婴儿，其免费行李额与本款第 1 项中规定的成人免费行李额相同。按适用成人票价 10% 购票的婴儿免费行李额按各航线规定办理，均可免费携带一件全折叠式婴儿车。

（六）计件制免费行李额

计件制免费行李额按各航线规定办理。

#### 第七条 逾重行李

（一）逾重行李只有在旅客支付逾重行李费并由海航填开逾重行李票后才能被承运。

（二）除另有规定外，超过计重免费行李额的行李，每公斤费率按填开逾重行李票当日有效的单程直达成人正常最高经济票价的 1.5% 计收。

（三）超过计件免费行李额的每一件行李按有关规定计收运费。

## 第八条 声明价值和费用

（一）旅客的托运行李价值如果每公斤超过 20 美元或等值的其它货币，可以办理声明价值。

（二）托运行李的声明价值不能超过行李本身的实际价值。

（三）海航按旅客声明价值中超过本条第（一）款规定限额部分价值的 0.5%收取声明价值附加费。

（四）海航对非托运行李和占用座位的行李、外交信袋以及其他特殊物品（如乐器）不办理声明价值服务，具体内容可咨询海航或海航授权代理人。

（五）海航对旅客携带的小动物不予办理声明价值服务。

（六）如果声明价值行李的部分运输由不提供行李声明价值服务的其他承运人承运时，海航有权拒绝提供托运行李的声明价值服务。

## 第九条 托运行李的收运

（一）旅客必须凭有效的客票托运行李。

（二）旅客将行李托运后收到的行李牌识别联作为认领行李的凭据。

## 第十条 行李交付

（一）旅客应在目的地点或者中途分程地点凭行李牌识别联及时领取托运行李。

（二）只有行李票和行李识别联的持有者才有权领取托运行李。

（三）如领取托运行李的人不能出示行李票和行李牌识别联，应提供海航认可的证明，必要时按海航的要求，声明同意赔偿由此可能给海航造成的损失后方可领取行李。

（四）旅客在领取托运行李时未提出书面异议的，可被视为行李完好交付的初步证据。

## 第十一条 占座行李，易碎、贵重物品和外交信袋运输的特殊规定

（一）占座行李

1、行李必须占用座位时，应在定座时提出申请，在取得海航同意后方可运输。

2、旅客带入客舱的占座行李由其自行照管，占用每一座位的行李重量不得超过 75 公斤，其包装要适当。为了保证飞行安全，旅客及其行李所占用的座位要由海航指定，在整个旅途中行李用安全带加以固定，必要时须用紧固物系扎牢固。

3、占座行李不计入免费行李额，运费按照旅客购买的成人销售票价计算。

4、如果运输是由连续承运人办理的，则必须取得有关连续承运人的同意。

（二）易碎、贵重行李，除按照本条件其它有关规定办理外，如需占用座位，按照本条第（一）款的规定办理。

（三）外交信袋

1、根据外交信使的要求，海航可以按照托运行李办理，承运人仅承担一般托运行李运输责任。

2、外交信袋如需占用座位，按照本条第（一）款的规定办理。

## 第十二条 动物

（一）小动物

1、小动物是指家庭驯养的狗、猫宠物，野生动物和具有形体怪异或者易于伤人等特性的动物，如蛇等不属于小动物范围。

2、旅客托运小动物应将其妥善地装入适合其特性的坚固容器内，并提供离境国、入境国或中转国要求的有效健康和防疫证明、入境许可和其它文件，且事先征得海航同意后方可运输。



- 3、作为行李托运的小动物及其容器和食物，均不得计算在旅客的免费行李额内，应按逾重行李交付运费。
- 4、海航有权决定小动物运输的方式，并且有权限制一架飞机运输宠物的数量。小动物应当装在货舱内运输。
- 5、旅客应对小动物对其他旅客或机组成员造成的所有损害或伤害承担全部责任。
- 6、小动物运输还应遵循海航规定的附加条件，具体请咨询海航或海航授权代理人。

（二）辅助犬、导盲犬、助听犬

- 1、依据相关法律规定，辅助犬、导盲犬、助听犬可以带入客舱运输，但必须系好挽具，不得占用座位。
- 2、携带辅助犬、导盲犬、助听犬的旅客应提供相关机构对该犬出具的有效证明。
- 3、辅助犬、导盲犬、助听犬放置在货舱运输时，必须装入适当容器。
- 4、经海航同意携带的辅助犬、导盲犬、助听犬及其容器和食物可以免费运输，不计入免费行李额。

（三）旅客应对运输上述动物的伤亡承担全部责任，除非该伤亡是海航故意或过失造成的。在中途不降停的长距离飞行航班上或者在某种型号的飞机上，不适宜运输导盲犬或助听犬的，海航有权不接受运输。如动物因被拒绝入境或者过境而造成受伤、丢失、延误、患病或者死亡海航不承担责任。

## 第九章 班期时刻、航班取消及变更

### 第一条 班期时刻

（一）海航应尽力遵守其公布的班期时刻，在合理的期限内运送旅客及其行李。航班时刻表或其它地方所显示的航班时刻或机型仅是预定的时间和机型，而非确保的时间和机型，该航班时刻或机型并非航空运输合同的组成部分。

（二）除非损失是由于海航的故意或明知而轻率地作为或不作为所造成的，海航对班期时刻表或以其它形式公布的时刻表中的差错或遗漏不承担责任。海航雇员、代理人或海航的代表就始发或到达时间、日期或任何航班飞行所作的解释仅供参考。

（三）客票售出后海航可能会变更航班时刻，若旅客给海航提供了有效的联系方式，海航应及时向旅客通知时刻变更信息。客票售出后，如果海航对航班时刻做出重大变更而旅客不能接受，并且海航无法为旅客安排其可以接受的替代航班，旅客可按照第十一章第五条非自愿退票的规定办理退票。

### 第二条 航班取消及变更

由于下列情况之一的，海航可以不经事先通知，取消、终止、变更、延期或者推迟航班飞行：

- （一）为遵守有关国家的法律、法规和命令；
- （二）为保证飞行安全；
- （三）承运人无法控制或不可预见的原因。

### 第三条 不正常航班后续安排

由于本章第二条所列的原因之一，海航取消或延误航班，未能向旅客提供事先已定妥的座位（包括舱位等级），或未能在旅客的中途分程地点或目的地停留，或造成旅客已定妥座位的航班衔接错失，海航将考虑旅客的合理需要采取下列措施之一供旅客选择：

- （一）为旅客安排在第一个能够定妥座位的海航后续航班，或征得旅客及有关承运人的同意后办理签转手续。
- （二）按照本条件第十一章第五条非自愿退票有关规定办理退票。
- （三）按照海航有关规定协助旅客安排膳宿、地面交通等服务。

### 第四条 有限责任

以上所列的补救措施是旅客可选择的全部补救措施，除公约另有规定外海航不再承担其他责任。

### 第五条 延误免责

海航应采取一切必要措施避免旅客及其行李的延误，如海航已经采取了一切必要措施或不可能采取该措施的，海航不承担延误责任。

## 第十章 客票变更

**第一条** 旅客未开始旅行或者已开始旅行但未到达目的地前，要求改变客票中未使用部分载明的航程、目的地、座位等级、航班或者客票有效期为自愿改变航程。承运人取消旅客已定妥座位的航班，或者取消航班在旅客的目的地、中途分程地点降停，或者未能合理地按照班期飞行，或者未能提供事先定妥的座位造成旅客改变航程，为非自愿改变航程。

**第二条** 自愿改变航程及日期，按下列规定办理：

（一）改变航程后新客票的有效期应当与原客票所适用的有效期相同，并从原客票第一航段的运输开始之次日零时起计算；

（二）旅客购票后，如要求改变航班、日期，海航及其销售代理企业在航班有可利用座位并且时间允许的条件下给予办理。

**第三条** 因执行本条件第九章第二条的规定，造成旅客非自愿改变航程的，承运人应当考虑旅客的合理需要，并按下列规定办理：

（一）为旅客安排第一个能够定妥座位的航班或者签转给其他承运人；

（二）改变原客票载明的航程，安排承运人的航班或者签转给其他承运人，将旅客运送到目的地或者中途分程地点；

（三）按照本条件第十一章第五条非自愿退票的规定办理；

（四）协助旅客安排膳宿、地面交通等服务，始发地旅客的费用由旅客自理。

**第四条** 因下列情况之一，造成旅客非自愿改变航程的，海航在按照本章第三条第(一)、(二)、(三)款规定的处理的同时，还应当按照海航规定免费为旅客提供休息场所、饮料、食品、膳宿或者其他必要的服务：

（一）海航造成旅客已定妥座位的航班取消；

（二）海航的航班未在旅客目的地或者中途分程地点降停；

（三）海航未合理地安排班期时刻飞行；

（四）海航未提供旅客事先已定妥的座位；

（五）海航造成旅客错失已定妥座位的衔接航班。

## 第十一章 退票

### 第一条 一般规定

（一）由于海航未能按照运输合同提供运输，或由于旅客自愿改变其安排，海航或其授权代理人将按照本章和海航相关规定，对未使用的海航客票或其未使用部分航程办理退票。

（二）旅客应在客票有效期内申请退票；超过客票有效期而申请退票，海航可以拒绝其退票申请。

### 第二条 退票地点

退票应当在原购票地点或者经海航同意的其他地点办理。

### 第三条 货币

旅客办理退票必须符合原购票地和退票地国家的法律及其它有关规定，可以用原付货币退款，也可以用原购票地国家货币或退票地国家货币退款。

### 第四条 退票对象、所需文件

（一）由于承运人或旅客原因，旅客不在客票有效期内完成部分或全部航程，可以在客票有效期内要求退票。旅客要求退票，应凭客票或客票未使用部分的“乘机联”和“旅客联”办理。退票只限在出票地、航班始发地、终止旅行地的承运人或其销售代理人售票处办理。票款只能退给客票上列明的旅客本人或其委托代理人。

如果申请退票人不是客票上载明姓名的旅客本人，申请退票人必须在出具其身份证明原件的同时，提供该客票上载明姓名的旅客的身份证明原件和其退票授权书。

（二）除客票遗失的情况外，申请退票人应向海航提供旅客联、付款凭据和所有未使用的乘机联方能办理退票。购买电子客票的旅客凭本人有效身份证件办理退票。

### 第五条 非自愿退票

由于本条件第三章第六条第（一）款、第九章第二条所列的原因之一，旅客要求退票，按以下规定办理：

（一）客票全部未使用，退还全部已付票款；

（二）客票已部分使用，扣除已使用航段相应票款，退还余额，不收取任何手续费。

### 第六条 自愿退票

旅客自愿要求退票，按以下规定办理：

（一）客票全部未使用，从已付票款中扣除所有适用的服务费或退票费，退还余额；

（二）客票已经部分使用，从已付票款中扣除已使用航程部分的适用票价，再扣除所有适用的服务费或退票费，退还余额。

### 第七条 拒绝退款权

（一）按照适用运价及海航有关规定不能办理退票的，海航有权拒绝退票。

（二）提供给海航或政府作为准备离境证明的客票，海航不予退票。但如果旅客确已取得居留许可或将改乘其他承运人航班或使用其它运输方式离境的，在旅客提供给海航认为合理的证明后，海航可予以退票。

## 第十二章 飞机上的行为

### 第一条 一般规定

旅客如果在飞机上的行为危及飞机或飞机上任何人员或财产的安全，或妨碍机组人员履行职责，或不遵守机组的指示，或有其他旅客有理由反对的行为，海航有权采取一切必要适当的措施包括对旅客的管束，以制止这种行为。

### 第二条 电子设备

海航禁止旅客在飞机上使用便携式收音机、移动电话、对讲机、带遥控装置的电子设备以及有关部门和海航认定会干扰飞机安全运行的其它无线电发射装置。未经海航许可，旅客不得在飞机上使用除助听器和心脏起搏器以外的任何电子设备。

### 第三条 航班禁烟

海航所有航班均已禁烟,机上所有区域禁止吸烟。

### 第四条 安全带

旅客在机上就座时,应按要求系好安全带。

## 第十三章 一般服务

**第一条** 海航不负责为旅客提供机场区域内、机场与市区之间或在同一城市机场与机场之间的地面运输。对于此项地面运输服务提供者的行为或疏忽，海航不承担责任。

**第二条** 旅客在联程航班衔接地点的地面膳宿费用应由旅客自理。

**第三条** 空中飞行过程中，海航按规定向旅客提供饮料或餐食。对于旅客要求提供超过规定的其他服务，海航可收取相应的费用。

## 第十四章 附加服务安排

**第一条** 如果海航为旅客安排由第三方提供的航空运输之外的服务，或者为旅客出具地面运输、旅馆预订或者车辆租赁等由第三方提供（非航空）运输或者服务的票证、收款凭证，在安排上述附加服务时海航仅作为旅客的代理，对于旅客能否得到此类服务及其服务质量不承担责任。第三方服务提供者的条款和条件适用于该服务。

**第二条** 如果海航也向旅客提供地面运输，本条件不适用于该地面运输。

## 第十五章 行政手续

### 第一条 一般规定

（一）旅客必须完全遵守有关始发地、经停地、目的地和飞越国家的法律、法规、命令、要求、旅行规定以及承运人的规章和要求，并承担责任；

（二）海航对其雇员或代理人为了协助旅客取得必要的证件或签证或遵守上述法律、法规、命令、要求、旅行规定等所提供的书面或其它形式的任何帮助或信息不承担责任；对任何旅客因未能取得必要的证件或签证或未能遵守上述法律、法规、命令、要求、旅行规定等而产生的后果，海航也不承担责任。

### 第二条 旅行证件

（一）旅客应当出示有关国家法律、法规、命令或规定所要求的出境、过境、入境、健康和其它证件，应当允许海航收存其副本或复印件；

（二）旅客未能遵守适用法律、法规、命令、要求、规定或所持证件不完备，或者旅客不允许海航收存其证件副本或复印件，海航保留拒绝运输的权利。

### 第三条 拒绝过入境

（一）由于旅客未获准过境或进入目的地国家，海航按照有关国家的政府命令将旅客运回其始发地或其它地点时，该旅客应按海航规定支付其适用票价；

（二）用于运送至拒绝入境地点或遣返地的客票，海航不予办理退款。

### 第四条 罚金、拘留费等

旅客对于因其未能遵守有关国家法律、法规、命令、要求、旅行规定或未能出示所要求的证件而造成海航支付或垫付的罚金、罚款或承担的任何费用应当足额偿还。

### 第五条 海关检查

（一）海关或其他政府人员要求检查其托运行李或非托运行李时，旅客应当到场接受检查；

（二）由于旅客未能遵守上述规定，海航对旅客由此受到的损失或损坏不承担责任。

### 第六条 安全检查

旅客及其行李应当接受政府或机场行政人员或海航的任何安全检查。

### 第七条 法律法规

海航因遵守有关国家法律、政府法规、指令、命令或规定，决定拒绝或已经拒绝对旅客提供运输服务的不承担责任。



## 第十六章 责任及限额

**第一条** 在蒙特利尔公约及以下规定的责任限额内，海航对旅客在飞机上或者上、下飞机过程中的事故造成旅客人身伤亡的，应当承担损害赔偿赔偿责任。

**第二条** 旅客托运行李在海航飞机上或者处于海航掌管之下的任何期间内发生毁灭、遗失或者损坏的，海航应当承担赔偿责任。但是托运行李的毁灭、遗失或者损坏是由于行李固有缺陷、质量或者瑕疵造成的海航不承担赔偿责任。

**第三条** 因海航或者海航雇员、代理人的过错造成旅客非托运行李发生毁灭、遗失或者损坏的，海航应当承担损害赔偿赔偿责任。

**第四条** 旅客、行李在航空运输中因延误引起的损失，海航应当向旅客承担赔偿责任。但是海航证明本人及其雇员、代理人为了避免损失的发生，已经采取一切合理措施或者不可能采取此种措施的，海航不对因延误引起的损失承担责任。

**第五条** 海航和其它承运人依据一本客票或者连续客票履行的运输，应当被视为一个单一的运输。海航仅对发生在海航承运航班上的损失承担责任。海航为其他承运人的航班填开客票或办理行李托运时，只作为其他承运人的代理人。对于托运行李，旅客可以向客票或行李票上列明的第一或者最后承运人索赔。

**第六条** 本章所述损失是由索赔人或者索赔人从其取得权利的人的过失或者其他不当作为、不作为造成或者促成的，应当根据造成或者促成此种损失的过失或者其他不当作为、不作为的程度，相应全部或者部分免除海航对索赔人的责任。旅客以外的其他人就旅客死亡或者伤害提出赔偿请求的，如果损失是旅客本人的过失或者其他不当作为、不作为造成或者促成的，同样应当根据造成或者促成此种损失的过失或者其他不当作为、不作为的程度，相应全部或者部分免除海航的责任。

本条款适用于本条件中的所有责任条款。

**第七条** 海航依据本条件所承担的赔偿责任仅限于补偿性的赔偿责任，任何情况下海航都不承担惩罚性、惩戒性或者其他非补偿性的损害赔偿。

**第八条** 本条件所述赔偿责任的具体项目和计算标准依据中华人民共和国法律予以确定。

### 第九条 人身损害赔偿赔偿责任限额

海航根据本章第一条对每名旅客承担损害赔偿赔偿责任时，对有下列情形之一的其赔偿责任限额不超过蒙特利尔公约规定的适用限额：

- （一）、旅客伤亡不是由于海航或者海航雇员、代理人的过失或者其他不当作为、不作为造成的；
- （二）、旅客伤亡是由于第三人的过失或者其他不当作为、不作为造成的。

### 第十条 延误及行李、货物的赔偿责任限额

运输过程中因延误给旅客造成损失的，海航对每名旅客的赔偿责任限额适用蒙特利尔公约相关规定。

在行李运输过程中造成行李毁灭、遗失、损坏或者延误的，海航对每名旅客的赔偿责任限额以蒙特利尔公约相关规定为准。

**第十一条** 旅客收受托运行李未当场提出异议的，视为海航已完成运输行李义务并完好交付旅客的初步证据。旅客发现托运行李毁灭、损坏的，应当在收到托运行李之日起七日内以书面形式向海航提出异议；托运行李发生延误的，旅客应当自收到行李之日起二十一日内以书面形式向海航提出异议。

## 第十七章 其他

**第一条** 本条件共有中文和英文两种版本，如发生语义冲突，以中文版本为准。

**第二条** 本条件文本已报中华人民共和国民用航空局备案，自 2014 年 9 月 30 日起正式生效并施行，在此日期之后订立的运输合同适用本条件。

**第三条** 本条件生效后，海航有权修改本条件文本，但新的《海南航空控股股份有限公司旅客、行李国际运输总条件》生效日之前已经订立的运输合同仍适用本条件。

本条件的解释权归海南航空控股股份有限公司。

**Hainan Airlines Holding Co., Ltd. General Conditions of  
International Carriage for Passengers and Baggage**



## Article 1 Definitions

1 The definitions of the following expressions in the “Hainan Airlines Holding Co., Ltd. General Conditions of International Carriage for Passengers and Baggage” (hereinafter referred to as the Conditions), except where the specific article otherwise requires or where it is otherwise provided, are as follows:

**1.1 “Convention”**, refers to the instrument(s) used according to the stipulations of the contract: “The Convention for the Unification of Certain Rules Relating to International Carriage by Air”, signed in Warsaw, October 12, 1929 (hereinafter referred to as the Warsaw Convention); “The Warsaw Convention as Amended at The Hague”, signed in The Hague, September 12, 1955 (hereinafter referred to as the Hague Protocol); “The Convention for the Unification of Certain Rules for International Carriage by Air”, signed in Montreal on May 28, 1999 (hereinafter referred to as the Montreal Convention).

**1.2 “International Carriage”** means, unless otherwise provided by a Convention, transportation which, according to the contract of carriage concluded by the parties, either the place of departure of carriage or the destination or an agreed stopping place, whether or not there is a break or transfer in the transportation, is not inside the borders of the People’s Republic of China.

**1.3 “Carrier”** means the public air transportation corporation who issues the Ticket, transports or commits to transport the passenger listed on the ticket and their baggage.

**1.4 “Code Shares or Code Share Flights”** means a carrier uses its flight number on the other operating carrier’s aircraft or many airlines use their unique flight number on the same aircraft by agreement.

**1.5 “Issuing Carrier”** means a carrier, whose Digital Code appears on the Coupon.

**1.6 “Hainan Airlines”** – an abbreviation of Hainan Airlines Holding Co., Ltd.

**1.7 “Hainan Airlines Regulations”** means those regulations, which will be in effect for both sides once the ticket is issued, and are legally formulated and released by Hainan Airlines for the purpose of supervision of its passengers and transportation of their baggage. Effective applicable ticket fares and conditions are included.

**1.8 “Authorized Sales Agent”** means a passenger sales agent who has been appointed by the carrier to represent the carrier in the sale of air transportation and also, having gained its authorization, for other carriers.

**1.9 “Passenger”** means any person, except members of the crew, carried or to be carried by an aircraft pursuant to the agreement of the Carrier.

**1.10 “Children”** means any person whose age is above two (2) years and below twelve (12) years on the date of the commencement of travel.

**1.11 “Infant”** means any person whose age is above fourteen (14) days and below two (2) years on the date of commencement of travel.

**1.12 “Ticket”** means a valid document sold or approved and ensured by the carrier or its authorized agent, including paper tickets and electronic tickets. A paper ticket is proof of the so-called “Ticket” and the baggage check, which is issued by the Carrier or its authorized agent. A paper ticket contains information including the conditions of the contract of transport, statements, notices, and the flight and passenger coupon. An electronic ticket is an electronic replacement for an ordinary paper ticket.

**1.13 “Electronic Ticket”**, is a replacement for a paper ticket, whereby the information on the paper ticket is stored in the system database in the form of electronic data, and serves as proof of sale, account and transportation.

- 1.14 “Electronic Ticket Itinerary”** means a paper document that contains information such as passenger name, route and price, etc.
- 1.15 “Conjunction Ticket”** means a ticket issued to a passenger in conjunction with another ticket, which together constitute a single contract of carriage.
- 1.16 “Passenger Coupon”** means that portion of the Paper Ticket, which is so marked and which is to be retained by the passenger for the duration.
- 1.17 “Flight Coupon”** means that portion of the Paper Ticket that bears the notation “good for passage”, indicating that this flight coupon is used for transportation between two appointed places.
- 1.18 “Days”** means calendar days, including all seven days of the week; provided that, for the purpose of passenger notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the day upon which the flight commences, shall not be counted.
- 1.19 “Baggage”** means such articles carried by a passenger that are necessary or appropriate for his/her wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it shall include both checked and unchecked baggage (carry-on) of the passenger.
- 1.20 “Checked Baggage”** means Baggage of which the carrier takes sole custody and for which the carrier has issued a baggage check.
- 1.21 “Unchecked Baggage”** means any baggage of the passenger which the passenger takes sole custody of other than checked baggage, also referred to as “carry on baggage.”
- 1.22 “Baggage Tag”** refers to the label that distinguishes the baggage and the document that allows the passenger to receive checked baggage.
- 1.23 “Baggage Ticket”** means the document released by the carrier used especially for identification of Checked Baggage.
- 1.24 “Excess Baggage”** means the portion of baggage which exceeds the free baggage allowance calculated by weight or piece.
- 1.25 “Agreed Stopping Places”** means those places, except the place of departure and the place of destination, set out in the Ticket or shown in the carrier’s timetables as scheduled stopping places on the passenger’s route.
- 1.26 “Stopover”** means a deliberate interruption to the journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by the Carrier.
- 1.27 “Damages”** refers to losses incurred through bodily injury or death of a passenger sustained and caused in or related to the transportation provided by the Carrier, damage to or destruction of Checked Baggage and other damages.
- 1.28 “Normal Fare”** means the highest fare established for a first, business or economy class service during the period of applicability, including the corresponding fares of children’s and infant’s tickets.
- 1.29 “Special Fare”** refers to fares other than normal fares.
- 1.30 “SDR”** means a Special Drawing Right as defined by the International Monetary Fund.

## **Article 2    Scope of Use**

### **2. 1 General**

2.1.1 Except as provided in 2.1.2, 2.2 and 2.3, these Conditions apply to all international and regional (Hong Kong, Macao and Taiwan included) carriage by air of passengers and baggage performed by Hainan Airlines for monetary compensation.

2.1.2 These Conditions also apply to no-charge and reduced fares carriages except to the extent that Hainan Airlines has provided otherwise in its regulations or in the relevant contracts or tickets.

2.1.3 Unless otherwise provided, in the event of any inconsistency between these any other regulations Hainan Airlines may have dealing with particular subjects, these General Conditions of Carriage shall prevail.

### **2.2 Charter**

According to the transportation incorporated in the charter agreement, passengers and baggage that have been accepted to transportation by charter should accord with Hainan Airlines' charter agreement provisions. These Conditions shall be taken as final when the context is outside the charter agreement.

### **2.3 Exceptions**

To the extent that any provision contained or referred to herein is contrary to anything contained in the Conventions, laws, government regulations, orders or requirements, those Conventions, laws, government regulations, orders or requirements shall be taken as final. The other provisions of these Conditions remain valid.

## Article 3 Tickets

### 3.1 Ticket is Preliminary Evidence of the Contract of Carriage

The ticket is the preliminary evidence of the contract of carriage between the issuing carrier and the passenger. The carrier will provide carriage only to the passenger holding such a ticket, or any other carrier document issued by the carrier or its authorized agent and will assume liability pursuant to these carriage provisions. The ticket remains at all times the property of the issuing Carrier indeed. The Conditions of Contract contained on the ticket are a summary of some of the provisions of these Conditions of Carriage.

### 3.2 Provisions for Using Tickets

3.2.1 A person who uses a paper ticket shall not be entitled to be carried on a flight unless that person presents a ticket that is valid and duly issued in accordance with Hainan Airlines' Regulations and contains the flight coupon for that flight and all other unused flight coupons and the passenger coupon. A passenger shall furthermore not be entitled to be carried if the ticket presented is damaged and incomplete or if it has been altered otherwise than by Hainan Airlines or its Authorized Agent.

3.2.2 A person who uses an electronic ticket shall not be entitled to be carried on a flight unless that person provides valid identification and valid status of the electronic ticket checked by Hainan Airlines or its ground service agent. The electronic ticket itinerary only records the passenger's travel information, and cannot be regarded as the necessary evidence for the passenger to check in and have security inspection.

### 3.3 Loss of Tickets

The following regulations are used for the loss of tickets and baggage checks issued by Hainan Airlines and its authorized sales agent.

#### 3.3.1 General

In case of loss or mutilation of a ticket (or part of it) or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the passenger shall take full responsibility.

#### 3.3.2 Reporting the Loss of Tickets

3.3.2.1 In case of loss or mutilation of a ticket (or part of it) or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the passenger should file a written loss report at a ticket office of Hainan Airlines or its sales agent.

3.3.2.2 When reporting the loss of a ticket, the passenger should show his or her valid identification and provide the date, place and itinerary of the ticket that was originally purchased. If the person who reports the loss of ticket is not the actual passenger, the valid identification card of this person and a notarized letter which the passenger has signed should be presented.

3.3.3.3 Before the passenger reports the loss of a ticket, in case of any fraud or use of the whole (or part) of the ticket by a third party, Hainan Airlines will not be liable and may refuse a refund for the lost ticket or a replacement for the ticket.

#### 3.3.3 Repurchasing Tickets

Passengers can repurchase the ticket according to the original schedule and date and apply for a refund of the lost ticket.

#### 3.3.4 Refund for Lost Tickets

If passenger wants to refund the lost ticket directly, he or she must report the lost ticket according to 3.3.2. The lost ticket will be refunded provided no fraud or use by a third party has been confirmed by Hainan Airlines.

### 3.4 Ticket not Transferable

3.4.1 Tickets are not transferable.

3.4.2 If someone other than the person entitled to be carried on a ticket travels pursuant to that ticket or is given a refund in connection therewith, Hainan Airlines shall not be liable to the person with the original right to use of the ticket.

3.4.3 If a ticket were to be used or refunded by any person other than the person entitled to be carried, Hainan



Airlines would not be liable to the person entitled to be carried or refunded.

### **3.5 Period of Validity of the Ticket**

3.5.1 A ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the ticket is used, from the date of issue thereof, except as otherwise provided in the ticket, these Conditions or Hainan Airlines' Regulations.

3.5.2 The validity period of a special fare ticket is calculated according to Hainan Airlines' Regulations.

3.5.3 The validity of a ticket is calculated from the date of commencement of travel or 00:00 of the next day upon which a ticket is issued to 00:00 of the next day of the expiration date.

### **3.6 Extension of Validity of the Ticket**

3.6.1 If for the following reasons, the passenger is prevented from travelling within the period of validity of the ticket, the validity of the passenger's ticket will be extended until Hainan Airlines' first flight on which space is available in the class of service for which the fare has been paid:

1. Cancellation of the flight on which the passenger holds a reservation;
2. Omission of a scheduled stop, being the passenger's place of departure, place of destination or a stopover;
3. Failure to operate a flight reasonably according to schedule;
4. Causing the passenger to miss a connection;
5. Inability to provide a previously confirmed space.

3.6.2 When a passenger, after having commenced his/her journey, is prevented from travelling within the period of validity of his/her ticket by reason of illness, Hainan Airlines will extend the period of validity of that passenger's ticket until the date when he/she becomes fit enough to travel according to a medical certificate, or until Hainan Airlines' first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid, except where Hainan Airlines regulations provide otherwise. When the flight coupons remaining in the ticket include one or more stopovers, the validity of the ticket, subject to Hainan Airlines' Regulations, will be extended for not more than three months from the date when the passenger becomes fit to travel according to the medical certificate. In such circumstances, Hainan Airlines will extend similarly the period of validity of tickets of other members of his or her immediate family (a maximum of two) accompanying an incapacitated passenger.

3.6.3 In the event of the death of a passenger en route, the Tickets of persons accompanying the passenger may be modified by waiving the minimum stay or extending the period of validity. In the event of a death in the immediate family of a passenger who has commenced travel, the validity of the passenger's ticket and those of his or her immediate family who are accompanying the passenger, may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period of longer than forty-five (45) days from the date of the death shown on the death certificate. Accompanying passengers are limited to two. The family members described above include: spouses, parents, offspring, brothers and sisters, grandparents, grandchildren, sons or daughters in law, parents-in-law, and other blood relatives to three generations, such as aunts and uncles, nephews and nieces and first cousins.

### **3.7 Coupon Use Sequence**

3.7.1 Hainan Airlines will honor flight coupons, or in the case of an electronic ticket, an electronic coupon, only in sequence from the place of departure as shown on the ticket.

3.7.2 Hainan Airlines may not honor the passenger's ticket if the first flight coupon for international travel has not been used and the passenger commences his journey at any stopover or agreed stopping place.

3.7.3 Each flight coupon, or in the case of an electronic ticket, an electronic coupon, will be accepted for carriage by Hainan Airlines in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons, or in the case of an electronic ticket, electronic coupons, are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions for the relevant fare and the availability of space on the flight applied for.

3.7.4 If the passenger fails to or has failed to use the flight coupons in sequence, Hainan Airlines is entitled to re-compute the fares in accordance with the Regulations for the use of said coupons and the passenger is liable to pay Hainan Airlines for any difference between the recomputed fares and the fares already paid by or due from the passenger.

## **Article 4 Fares and Fees**

### **4.1 General**

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and between airports and town centers.

### **4.2 Applicable Fare**

Applicable fares for carriage are published by Hainan Airlines or those on behalf of Hainan Airlines or, if not so published, constructed in accordance with Hainan Airlines' Regulations. Except where it is otherwise expressly provided, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket. If the itinerary or the date of travel changes after the passenger purchases the ticket, the difference shall be paid by the passenger, or, except where it is otherwise expressly provided, refunded by Hainan Airlines, in accordance with Hainan Airlines' Regulations.

### **4.3 Routing**

Fares apply only to routing published in connection therewith. If there is more than one routing at the same fare, the passenger may specify the routing prior to issue of the ticket. If no routing is specified, it is up to Hainan Airlines to provide routing for the passenger to select and confirm.

### **4.4 Taxes and Charges**

Any tax or charge imposed by a government or other relevant authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the passenger. It is up to Hainan Airlines to collect the payment. When the passenger purchases tickets, Hainan Airlines will inform of the specific taxes and charges not included in the ticket price.

### **4.5 Currency**

Except where otherwise provided, passengers should pay fares and charges in the currency of the place of issuance of the ticket. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange displayed after calculation on the information system.

## **Article 5 Reservations**

### **5.1 General**

5.1.1 A reservation is not confirmed until it is recognized by Hainan Airlines or its Authorized Agent. Only when the passenger has paid for his ticket within the reservation and ticketing time limit prescribed in Hainan Airlines' Regulations and the ticket is issued by Hainan Airlines or its Authorized Agent, and the reservation entered on the appropriate flight coupon, is a reservation considered valid and effective.

5.1.2 As provided in Hainan Airlines' Regulations, certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations. For specific provisions regarding such ticket prices, please refer to the corresponding transportation price provisions.

### **5.2 Ticketing Time Limit**

If the passenger has not paid for his/her ticket within the prescribed ticketing time limit, the reservation may be cancelled by Hainan Airlines or its Authorized Agent.

### **5.3 Personal Data**

The passenger recognizes that personal data has been given to Hainan Airlines for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements. For these purposes the passenger authorizes Hainan Airlines to retain such data and to transmit it to government organizations, its own offices, other carriers or the providers of such services, in whatever country they may be located.

### **5.4 Seating**

Except for providing seats for passengers who have a reserved flight and class of cabin, Hainan Airlines does not guarantee to provide any particular seat in the aircraft. Because of the need for travel, safety and security, the carrier will maintain his/her allotted or reallocated seating right on the plane, even after the passenger has boarded the plane.

### **5.5 Reconfirmation of Reservation**

Hainan Airlines does not require reconfirmation of reservations for continuing or return flights that have already been booked. However, if the ticket contains flights which connect to another carrier's flight, it may be subject to the operating carrier's requirement of reservation reconfirmation. In the event of failure to comply with any such requirement, the carrier has the right to cancel the passenger's reservation and Hainan Airlines is not liable to the passenger for loss or expense resulting from this. Passengers should first inquire about reconfirmation of reservation requirements of the other relevant carriers, and if reconfirmation of reservations is required, the passenger should comply with the reconfirmation rule directly with the carrier whose code is shown on the ticket.

## **Article 6 Check-in and Boarding**

### **6.1 Check-in**

6.1.1 Cut-off times for check in are different at each airport. The passenger shall arrive at the airport within the prescribed time limit to complete ticket inspection, baggage checking and boarding pass issuance with valid personal identification.

6.1.2 The passenger who has made a reservation can check-in directly at the check-in counter, while those who haven't made a reservation shall be processed as a standby at check-in according to Hainan Airlines' Regulations.

### **6.2 Boarding**

The passenger shall arrive in sufficient time at Hainan Airlines' given boarding gate after check-in and completing all government formalities. If the passenger fails to arrive in time or appears improperly documented or not ready to travel, Hainan Airlines may cancel the reserved space for the purpose of not delaying the flight's departure, and without the liability to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article.

## Article 7 Carriage Refusals and Restrictions

### 7.1 Right to Refuse Carriage

Hainan Airlines may refuse carriage of any passenger or passenger's baggage for reasons of safety or in the exercise of its reasonable discretion due to following circumstances:

7.1.1 In order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or through.

7.1.2 Except to the extent caused by a physical or mental disability as required by applicable law, the passenger is not fit for travel because of his/her conduct, age, or mental or physical state, or discomfort by making himself objectionable to other passengers, or involvement of any hazard or risk to himself or herself or to other persons and property.

7.1.3 The passenger has failed to observe the instructions of Hainan Airlines or the government, or has not abided by the Hainan Airlines crew's arrangement and advice.

7.1.4 The passenger has refused to submit to a security check (personal or baggage).

7.1.5 The passenger has not, according to the regulations, paid the applicable fares or taxes or Hainan Airlines does not accept his/her credit payment.

7.1.6 The passenger does not show his passport, visa or other valid travel documents.

7.1.7 The passenger may seek to enter a country illegally through which he is in transit, or may destroy his documentation during the flight, or will not surrender travel documents to be held by the flight crew, against receipt, when so requested by Hainan Airlines.

7.1.8 The ticket has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent, or has been reported as being lost or stolen, or is a counterfeit ticket, or has been altered by anyone other than the Carrier or its Authorized Agent, or has been mutilated. Hainan Airlines reserves the right to retain such paper tickets.

7.1.9 The person presenting the ticket cannot prove that he is the person named in the ticket. Hainan Airlines reserves the right to retain such paper tickets.

**7.2** Hainan Airlines has the right to determine the carriage of passenger and baggage when the actual passengers exceed the maximum load of the aircraft. Hainan Airlines will inform such passengers before the airplane takes off and the ticket will be dealt with as an involuntary endorsement or involuntary refund.

### 7.3 Limitations on Carriage

Acceptance for the carriage of unaccompanied-children, incapacitated persons, pregnant women, persons with an illness or those passengers requiring special assistance may be subject to prior arrangement with Hainan Airlines, in accordance with Hainan Airlines' Regulations.

### 7.4 Arrangements for Passengers Refused to be Carried

When travelling with Hainan Airlines, in the event of the carriage of a passenger or baggage being refused, the carriage service department will carry out the necessary post-processing for passengers and baggage that have been refused carriage in accordance with the relevant provisions of Hainan Airlines' *Ground Service Guarantee Handbook*.

## Article 8 Baggage

### 8.1 Items Prohibited and Limited as Baggage

#### 8.1.1 Items which are unacceptable as baggage

8.1.1.1 Items which do not constitute baggage as defined in Article 1 hereof.

8.1.1.2 Items which are likely to endanger the aircraft or persons or property on board the aircraft specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the Dangerous Goods Regulations of the International Air Transport Association (IATA), the Transport of Dangerous Goods Regulations of Civil Aviation Administration of China (CAAC) and in Hainan Airlines' Regulations. Especially those following prohibited articles: explosives, compressed gases, corrosive substances, oxides, radioactive or magnetized objects, flammable, poisonous, dangerous or irritating substances. For more information about the relative substances, please contact Hainan Airlines.

8.1.1.3 Items whereby the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or as part of a stopover.

8.1.1.4 Items which are unsuitable for carriage by reason of their package, shape, weight, size or character.

8.1.1.5 Live animals, except as provided for in 8.12 of this Article.

#### 8.1.2 Items which are not transported as checked baggage

The passenger shall not include in checked baggage fragile or perishable items, money, jewelry, antiques, precious metals, gold and silver products, negotiable papers, securities, bank cards, credit cards or other valuables, business, government or private documents, passports and other identification documents, samples, medicine or medical devices or equipment, keys, computers, video cameras, cameras, mobile phones or other valuable electronics. Hainan Airlines is not liable for losses or expenses caused by a passenger's negligence.

#### 8.1.3 Items which are limited in transportation

The following items, which may be agreed to by Hainan Airlines and in accordance with Hainan Airlines' Regulations, are permitted to be transported.

8.1.3.1 Guns and ammunition for hunting and sporting purposes may be accepted as Checked Baggage with a gun carriage permit or proof of approval from the State General Administration of Sports. Guns must be unloaded with the safety catch on, and be suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations, as well as applicable national laws, regulations, or orders from countries of departure, arrival and those in passing.

8.1.3.2 Antique swords or knives considered tourist souvenirs and similar objects may only be transported as checked baggage within the relevant regulations.

#### 8.1.4 Items that shall have an exemption baggage tag attached

Due to the value, nature of contents or possible passenger negligence which would lead to controversy

when accepting baggage, Hainan Airlines shall attach an exemption baggage tag to exempt the corresponding responsibility of Hainan Airlines. Such baggage may include:

##### 8.1.4.1 Fragile and easily damaged baggage

###### 8.1.4.2 Improperly packed baggage

8.1.4.3 Small animals, fresh and alive objects, perishable goods or perishable goods carried in the baggage

###### 8.1.4.4 The passenger was late in presenting the baggage for transportation

###### 8.1.4.5 Damaged baggage

8.1.4.6 Checked Baggage whose weight and size is out of the limitation regulated by the carrier or oversized baggage

###### 8.1.4.7 Unlocked baggage or baggage with a broken lock

8.1.4.8 Unchecked Baggage whose size exceeds the limitation of the baggage in the cabin

## **8.2 Right to Refuse Carriage**

8.2.1 Hainan Airlines may refuse carriage of baggage of such items described in 8.1.1 of this Article and may refuse further carriage of any such items on discovery thereof during carriage.

8.2.2 Hainan Airlines may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other similar containers to ensure safe carriage with ordinary care in handling.

## **8.3 Right of Check**

For reasons of carriage safety and security, Hainan Airlines can check passenger's baggage according to the regulation. For the purpose of determining whether passenger carried or carried secretly items in the baggage described in 8.1.1 and 8.1.3 above, Hainan Airlines may check, scan or X-ray check the passenger's baggage even if he or she does not present. If any damage occurs because of the X-ray check or scan, Hainan Airlines takes no responsibility unless the damage is the result of a Hainan Airlines negligence. If the passenger is unwilling to comply with such a request, Hainan Airlines may refuse to carry the passenger or the baggage.

## **8.4 Checked Baggage**

8.4.1 Upon delivery to Hainan Airlines of baggage to be checked, Hainan Airlines shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.

8.4.2 Passengers shall label the name, contact method or other personal identification mark on the inside or outside of the checked baggage.

8.4.3 Best efforts should be made by Hainan Airlines for checked baggage to be carried on the same aircraft as the passenger, however for the purpose of safety, security or transportation, in the event passenger's checked baggage cannot be transported with the same aircraft, Hainan Airlines should explain to the passenger its intention to carry the checked baggage on the next flight on the condition that the security is confirmed and space is available.

8.4.4 Unless otherwise specified, the weight and dimensions of checked baggage may not exceed Hainan Airlines' regulations, those that exceed the regulations should be transported as cargo.

## **8.5 Unchecked (Carry-On) Baggage**

8.5.1 Baggage which the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin.

8.5.2 Unless otherwise specified, the weight of carry-on baggage should not exceed 10kg, and the maximum volume should not exceed 20cm x 40cm x 55cm. Under the piece calculation system, unchecked baggage taken into the cabin may not exceed 10kg and the total length of its three edges may not exceed 115cm. Baggage which exceeds the above regulations should be transported as checked baggage.

8.5.3 If the weight or size of the passenger's baggage goes against the regulations of 8.5.2, and is unsuitable to be transported in the cargo compartment, such as a delicate musical instrument, the passenger shall inform Hainan Airlines in advance if he or she wants to carry it as unchecked baggage. Only after receiving consent from Hainan Airlines may the baggage may be carried into the cabin. Charges will be issued according to the seat space taken up in the cabin.

## **8.6 Free Baggage Allowance**

8.6.1 In international transportation managed by Hainan Airlines, free baggage allowance may be calculated by weight and piece. Passengers should comply with the free baggage allowance according to the conditions and limits regulated by Hainan Airlines.

8.6.2 As for Hainan Airlines domestic sectors of international transportation under a single transportation contract, the free baggage allowance of the passenger should be subject to the allowance for the international sector.

8.6.3 In the case of Passengers buying mixed level tickets, the free baggage allowance can be calculated according to the free baggage allowance regulated on different flight legs.

8.6.4 Where two or more passengers, travelling as one party to a common destination or point of stopover by the same flight, present themselves and their baggage for travelling at the same time and place, their free

baggage allowance may be calculated together according to the standard ticket price level regulations of each.

8.6.5 In the event of a voluntary itinerary change, the free baggage allowance should follow the regulation applied to free baggage allowance of the ticket price level after the itinerary change. If it is an involuntary itinerary change, the free baggage allowance follows the original regulations.

#### 8.6.6 Weight calculation of free baggage allowance

In addition to some specified regulations of Hainan Airlines, the free baggage allowance of the checked baggage and unchecked baggage of every passenger is managed according to the following regulations:

8.6.6.1 Unless otherwise specified, there is a 40kg free baggage allowance for each first-class adult passenger; a 30kg free baggage allowance for each business-class adult passenger; and a 20kg free baggage allowance for each economy class adult.

8.6.6.2 Children or infants traveling on child tickets have the same free baggage allowance regulated in 8.6.6.1. Infants paying 10% of an adult fare have 10KG free baggage allowance and a pushchair may be checked free of charge.

#### 8.6.7 Piece calculation of free baggage allowance

Piece calculation of baggage allowance will be handled according to the flight regulations of each route.

### 8.7 Excess Baggage

8.7.1 Excess baggage can be carried only after the passenger pays the excess baggage charge and Hainan Airlines issues an excess baggage check.

8.7.2 Unless otherwise specified, if baggage exceeds the weight limit specified, the excess baggage charge per kilogram is 1.5% of the highest valid adult direct one way fare on the day of the issuance of the excess baggage check.

8.7.3 Each piece of baggage exceeding the piece calculation baggage allowance will be charged according to the relevant regulations.

### 8.8 Value Declaration and Charge

8.8.1 A passenger may declare a value for checked baggage if the value of the baggage is more than USD20.00 per kilogram or its equivalent currencies.

8.8.2 The value declared cannot be in excess of the real value of the checked baggage. Hainan Airlines may refuse carriage of certain high value items.

8.8.3 Hainan Airlines will charge additional value declaration expenses if the value declared by the passenger is over 0.5% of the highest value declared regulated in 8.8.1.

8.8.4 Hainan Airlines does not apply value declaration to unchecked baggage, seat baggage, diplomatic bags and other special items, for example musical instruments. For specific inquiries, please contact Hainan Airlines or its authorized agent.

8.8.5 Hainan Airlines does not apply value declaration to any small animal carried by a passenger.

8.8.6 If partial transportation of the baggage with value declaration is carried by other carriers that do not offer a value declaration service, Hainan Airlines has the right to refuse the offer value declaration service for Carried Baggage.

### 8.9 Collection and Delivery of Baggage

8.9.1 The Passenger must have a valid passenger ticket to transport checked baggage.

8.9.2 After baggage delivery, the passenger receives a baggage identification tag for each piece of Checked Baggage, which must be used for baggage collection.

### 8.10 Delivery of Baggage

8.10.1 Passengers shall claim their baggage at the destination or stopover with their checked baggage identification tag as early as possible.

8.10.2 It is only the person with a baggage check and baggage identification tag who has the right to collect the checked baggage.



8.10.3 when claiming the baggage without showing the baggage check and identification tag, a proof approved by Hainan Airlines should be presented, or agreement of the compensation of possible damage to Hainan Airlines according to regulation should be declared when necessary, then he or she can claim the baggage.

8.10.4 When passengers claim baggage and do not offer a written objection, it will create a rebuttable presumption that the baggage has been delivered according to the transportation contract..

## **8.11 Seat Baggage – Special regulations for carriage of fragile, precious objects and diplomatic bags**

### **8.11.1 Seat Baggage**

8.11.1.1 If the baggage has to take up a seat, the passenger should request space in advance when reserving the seat, and the baggage can only be transported with the permission of Hainan Airlines.

8.11.1.2 The passenger takes responsibility for the seat baggage he or she carries. The weight of seat baggage for each seat may not be in excess of 75kg and the baggage should be properly packed. To guarantee the safety of the flight, the seats of the passengers and their seat baggage shall be designated by Hainan Airlines and for the entire trip the baggage should be secured by safety belt. When necessary, the baggage should be fastened by a cross arm brace.

8.11.1.3 Seat baggage is not included in free baggage allowance and the fare is charged according to the adult ticket fare of the passenger.

8.11.1.4 If the transportation is managed by successive carriers, the agreement of the corresponding successive carriers should be obtained.

8.11.2 Fragile or valuable baggage will be dealt with in addition to the regulations in these conditions; if the baggage requires a seat, management should follow 8.11.1.

### **8.11.3 Diplomatic bags**

8.11.3.1 According to the request of diplomatic couriers, Hainan Airlines can treat this as checked baggage and the carrier bears only the normal checked baggage responsibility.

8.11.3.2 If diplomatic bags require seats, 8.11.1 is applied.

## **8.12 Animals**

### **8.12.1 Small Animals**

8.12.1.1 The term “small animals” means dogs, cats, and other domestic household pets. Wild animals and other animals with strange shapes or those that are liable to injure people (e.g., snakes) are not included in the category of small animals.

8.12.1.2 If a passenger checks through small animals, the animals should be properly put in a suitable container and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, failing which they will not be accepted for carriage.

8.12.1.3 If accepted as checked baggage, the animal, together with its container and food, shall not be included in the free baggage allowance, but shall constitute excess baggage, for which passengers are obligated to pay the applicable charges.

8.12.1.4 Hainan Airlines has the right to decide the method of transportation for small animals. Hainan Airlines also has the right to limit the amount of pets in one airplane. Small animals should be carried in the cargo compartment.

8.12.1.5 The passenger whose small animal has caused other passengers or crew members damages or injuries will take full responsibility.

8.12.1.6 The transportation of small animals shall also comply with additional conditions in Hainan Airlines' Regulations. For specific information, please contact Hainan Airlines or its authorized agent.

### **8.12.2 Assistance dogs, guide dogs and hearing dogs**

8.12.2.1 Assistance dogs, guide dogs and hearing dogs may be taken into the cabin as required by applicable law, but they have to be secured adequately and may not occupy a seat.

8.12.2.2 Passengers carrying an assistance dog should provide its valid certificates issued by an appropriate

institution.

8.12.2.3 When assistance dogs, guide dogs and hearing dogs are carried in the cargo compartment, they must be in suitable containers.

8.12.2.4 Assistance dogs, guide dogs and hearing dogs and their containers and food may be transported free of charge and shall not be counted in free baggage allowance.

8.12.3 Passengers are completely liable for the injury or death of the animals above, except the case that Hainan Airlines is clearly responsible for the injury or death either intentionally or by accident. On some long-distance flights without stopovers or some special types of aircraft, it is not suitable to carry guide dogs or hearing dogs and Hainan Airlines has the right to refuse the carriage of the animals. Hainan Airlines bears no responsibility for the injury, loss, delay, disease or death of the animals after border entry or when the animals are refused border entry.

## **Article 9 Schedule, Delays, Cancellation of Flights**

### **9.1 The timetable**

9.3.1 Hainan Airlines makes every effort to abide by the published timetable transporting passengers and their luggage within a reasonable period of time. Flight time and plane model shown in schedule or other places are not guaranteed, but just predetermined time and models and do not form part of the contract of carriage. Timetables or other publications of schedules or statements and representations made by employees, agents or representatives of Hainan Airlines as to the dates or times of departure and arrival or the operation of any flight are just for reference.

9.3.2 Hainan Airlines will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representations made by employees, agents or representatives of Hainan Airlines , unless the errors or omissions are caused by Hainan Airlines intentionally or a knowingly reckless act or omission.

9.3.3 Hainan Airlines may change flight schedules after selling tickets. Hainan Airlines attempts to contact passengers about schedule change information, if passengers provide valid contact information. If Hainan Airlines makes a major change of flight timetable that passengers cannot accept and Hainan Airlines cannot arrange acceptable alternative flight accommodations for customers after selling the tickets, passenger can request a refund in accordance with the provisions of chapter eleven, article 5.

### **9.2 The cancellation and changes of flights**

As one of the following conditions, Hainan Airlines may cancel, terminate, modify, extend or delay the flights without prior notification.

9.2.1 To abide by the laws, regulations and orders of the state.

9.2.2 To guarantee the safety of flight

9.2.3 A reason carrier cannot control or predict

### **9.3 Arrangements for Irregular flights**

Due to one of the 9.2 listed reasons, if Hainan Airlines cancels or delays its flight or fails to provide an already reserved seat to the passenger (including desired class) ; or causes passengers fail to arrive at the point of stopover or destination, or causes passengers holding reserved seats flight to miss connections, it will consider the reasonable needs of travelers to take the following measures for passengers to select:

9.3.1 Rebook the passenger on its first subsequent flights on which space is available or assist the passenger in rebooking on another carrier.

9.3.2 Provide a refund according to the relative regulations about involuntary refund in 11. 5 of Article 11.

9.3.3 Assist the passenger in certain services such as accommodations and ground transportation.

### **9.4 Limited liability**

In addition to those measures above, Hainan Airlines takes no further responsibility to the passenger unless otherwise stated in the Convention.

### **9.5 Delay of exemption**

Hainan Airlines will take all necessary measures to avoid delay of passengers and baggage. Hainan Airlines does not assume responsibility if it has taken all necessary measures or it is impossible to adopt the measures.



## Article 10 Ticket Changes

**10.1** When a passenger who has not yet begun travelling or has begun travelling but has not yet reached their destination requests to change the specified unused flight, destination, seat class, flight or the validity period of the Ticket, it is defined as a voluntary itinerary change. When the Carrier cancels the flight for which space is reserved, cancels the landing at the destination or the stopovers of the passenger, does not fly reasonably according to the schedule, or cannot provide reserved space, and causes the passengers to change their itinerary, it is defined as an involuntary itinerary change.

**10.2 The handling of voluntary itinerary changes of flight and date will be carried out in accordance with the following regulations:**

10.2.1 After the itinerary change, the difference in fare and charges from the original routing shall be made up by the passenger.

10.2.2 After the itinerary change, the validity period of the new ticket shall be the same as the original one and it will be counted from midnight of the following day after the beginning of transportation specified on the first flight coupon of the original ticket.

10.2.3 If a flight or date change is requested after the passenger purchases the ticket, Hainan Airlines and its sales agent enterprise will handle the arrangements provided there is a usable seat on the flight and time allows.

**10.3** If the execution of 9.2 in Article 9 causes the passenger to have an involuntary itinerary, the Carrier shall, with due consideration to the passenger's reasonable needs, either:

10.3.1 Rebook the passenger on the first flight where space is available or endorse the ticket to another Carrier.

10.3.2 Change the passengers' flight and arrange the passenger's flight or endorse his or her ticket to another Carrier to send the passenger to the destination or stopover.

10.3.3 Handle the problem according to the regulations 11.5 of Article 11 (involuntary refunds) of these conditions.

10.3.4 Assist the passenger in services such as accommodation and ground transfers. The expenses of the passenger from departure are the responsibility of the passenger.

**10.4** When the Carrier causes the passenger to change his flight involuntarily; the Carrier should handle the problem according to the regulations of 10.3.1, 10.3.2 and 10.3.3 in this article. In addition, such services as a rest area, beverages, meals, accommodations and some other necessary services shall be provided to the passenger at no charge in accordance with Hainan Airlines' Regulations.

10.4.1 The Carrier causes the passenger to cancel his reserved flight.

10.4.2 The Carrier's flight does not stop at the destination or stopover of the passenger.

10.4.3 The Carrier does not reasonably arrange the schedule of the flight.

10.4.4 The Carrier does not provide the travelers with pre-reserved seats.

10.4.5 The Carrier causes the passenger to miss the reserved connecting flight.

## **Article 11 Ticket Returns**

### **11.1 General**

11.1.1 On failure by Hainan Airlines to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements, a refund for an unused ticket or portion thereof shall be made by Hainan Airlines or its authorized agent in accordance with this Article and with Hainan Airlines' Regulations.

11.1.2 The passenger should request a refund within the validity period of the Ticket. Hainan Airlines may refuse a refund where application is made after the expiry date of the validity of the Ticket.

### **11.2 Place for refund**

A refund should be made at the place where the ticket was issued or another place agreed by Hainan Airlines.

### **11.3 Currency**

All refunds will be subject to government laws, and related regulations 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 in the currency in which the ticket was paid for, or in the currency of the country where the ticket was purchased or where the refund is being made.

### **11.4 Person to whom refund will be made, documents needed and discharge**

11.4.1 Hainan Airlines shall be entitled to make a refund to the person named in the ticket.

11.4.2 If a ticket has been paid for by a person other than the passenger named in the ticket, the person applying for the refund must provide an original copy of an identification document of the person named on the ticket as well as a letter of authorization from that person while providing an original copy of his/her own identification document.

11.4.3 Except in the case of lost tickets, refunds will only be made on surrender to Hainan Airlines of the passenger coupon or passenger receipt and surrender of all unused flight coupons. The passenger who buys an electronic ticket should show his or her valid identity card.

### **11.5 Involuntary Refunds**

Because of one of the reasons listed in 3.6.1 of Article 3 and 9.2 of Article 9, refunds will be made according to following regulations upon the passenger's request:

11.5.1 If no portion of the Ticket has been used, the entire paid fare will be refunded.

11.5.2 If a portion of the Ticket has been used, as provided in Hainan Airlines' Regulations, the refund amount is equal to the applicable fare for the part of the journey not traveled. No cancellation charge will be collected.

### **11.6 Voluntary Refunds**

If the passenger wishes to refund his/her ticket, the amount of the refund shall be calculated in following regulations:

11.6.1 If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation (refund) fees.

11.6.2 If a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

### **11.7 Right to Refuse Refunds**

11.7.1 Hainan Airlines may refuse refunds when a ticket is not permitted to be refunded according to applicable fares or Hainan Airlines' Regulations.

11.7.2 Hainan Airlines may refuse a refund on a ticket which has been presented to Hainan Airlines or to government officials of a country as evidence of intention to depart therefore, unless the passenger establishes to Hainan Airlines' satisfaction that he/she has permission to remain in the country or that he/she will depart therefore by another carrier or another means of transport.

## **Article 12 Conduct Aboard Aircraft**

### **12.1 general provisions**

If passengers' behavior conducts aboard the aircraft have endangered the aircraft or any person or property on board, or obstructed the crew in the performance of their duties, or failed to comply with any instruction of the crew, or behaved in a manner to which other passengers may reasonably object, Hainan Airlines may take all measures that it deems necessary to prevent continuation of such conduct, including restraint of the passenger.

### **12.2 Electronic equipment**

Passengers are prohibited from operating portable radios, mobile phones (including mobile phones in airplane mode), interphones, or transmitting devices including radio controlled toys and radio transmitters which Hainan Airlines considers will interfere with security of flight on board. Without Hainan Airlines' permission, passengers cannot use any electronic devices except hearing aids and heart pacemakers.

### **12.3 Non Smoking On board**

All flights of Hainan Airlines are non-smoking, and smoking is prohibited in all areas of the aircraft.

### **12.4 Safety belt**

After taking their seats, passengers are required to fasten their safety belts.

## **Article 13 Common service**

**13.1** Hainan Airlines is not liable for the ground transportation service in the airport area or between airport and city downtown area or between the airport and another in the same city. Hainan Airline is not liable for the acts or negligence of providers who conduct ground transportation service .

**13.2** Passengers' accommodation fees at a connecting point are the responsibility of the passenger. **13.3** During flight Hainan Airlines provides passengers corresponding drinks and meals. Hainan Airlines can charge passengers accordingly, if they demand other services in excess of the prescribed.



## **Article 14 Additional Service Arrangements**

**14.1** If in the course of concluding the contract of carriage by air, Hainan Airlines agrees to make arrangements for the provision of additional services, Hainan Airlines is not liable to the passenger for any damage, loss or expense whatsoever arising from or in connection with such arrangements. If Hainan Airlines arranges non-air-carriage services provided by a third party for the passenger, or provides the passenger with a coupon or receipt certificate for non-air-carriage services provided by a third party including ground carriage, hotel reservations or vehicle rental, when arranging the aforementioned services, Hainan is merely acting as an agent for the passenger, and does not assume responsibility for whether the passenger receives these services or not, and does not guarantee their quality. The provisions and regulations of the third party service provider are applicable to these services.

**14.2** If Hainan Airlines also provides ground carriage for the passenger, these conditions are not applicable to the ground carriage service.

## **Article 15 Administrative Procedures**

### **15.1 General**

15.1.1 The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through and with Hainan Airlines' Regulations and instructions.

15.1.2 Hainan Airlines shall not be liable for any aid or information given by any agent or employee of Hainan Airlines to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and travel requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### **15.2 Travel Documents**

15.2.1 The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and permit Hainan Airlines to take and retain copies thereof.

15.2.2 Hainan Airlines reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit Hainan Airlines to take and retain copies thereof.

### **15.3 Refusal of Entry**

15.3.1 The passenger agrees to pay the applicable fare whenever Hainan Airlines, on government order, is required to return a passenger to his point of origin or elsewhere owing to the passenger's inadmissibility into a country, whether of transit or of destination.

15.3.2 The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Hainan Airlines.

### **15.4 Fines, Detention Costs, etc.**

If Hainan Airlines is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse Hainan Airlines any amount so paid or deposited and any expenditure so incurred.

### **15.5 Customs Inspection**

15.5.1 If required, the passenger should be present at the inspection of his/her baggage, checked or unchecked, by customs or other government officials.

15.5.2 Hainan Airlines is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with the above-mentioned requirement.

### **15.6 Security Inspection**

The passenger shall submit to any security checks by government or airport officials or by Hainan Airlines.

### **15.7 Laws and Regulations**

Hainan Airlines is not liable if it 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.

## Article 16 Liabilities and Limitations

**16.1** Subject to any limit under the Montreal convention, and the limit provided below, Hainan Airlines will be liable for damages to the passenger occurring on the aircraft or while boarding or descending the aircraft.

**16.2** Hainan Airlines will be liable for any destruction, loss or damage to checked baggage occurring during carriage in flight or within a period controlled by Hainan Airlines. However, Hainan Airlines will not be liable for damage to baggage (including checked baggage, unchecked baggage and hand baggage) if it is caused by the defect, quality or flaw of the baggage.

**16.3** Hainan Airlines will be liable for the damages of unchecked baggage and hand baggage caused by the mistake of Hainan Airlines, its employees or agents.

**16.4** Hainan Airlines will be liable for the damage to the passenger and baggage caused by Hainan Airlines' delay in the transportation. However, Hainan Airlines will not be liable for these damages if Hainan Airlines' proves that it or its employee or agent has taken all reasonable measures to avoid the damage or that it was impossible for him/her to take such a measure.

**16.5** When a ticket is used for carriage by Hainan Airlines and another carrier or is a non-stop passenger ticket, those carriages should be viewed as separate. Hainan Airlines is liable only for damage occurring on its own carriage flights. Hainan Airlines issuing a ticket or checking baggage over the lines of another carrier does so only as an agent for that other carrier. For checked baggage, the passenger may seek compensation from the carrier that is listed first or last on the ticket or baggage check.

**16.6** If it is confirmed that the damages mentioned in this article are caused or facilitated by the faults of the claimant or the one from whom the claimant obtains rights, Hainan Airlines will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the losses. If it is confirmed by Hainan Airlines that a person other than the passenger requires compensation for the passenger's injury or death and such injury or death is caused or facilitated by the passenger's own fault, Hainan Airlines will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the injury or death.

This provision is applicable to all liability provisions in this article.

**16.7** Hainan Airlines' liability for compensation is limited to compensatory damages according to these conditions. Hainan Airlines does not undertake any punitive, exemplary or any other non-compensatory damages under any circumstances.

**16.8** The specific items and calculation standards for liabilities for compensation mentioned in this article are determined by the law of the People's Republic of China.

When passengers apply to seek compensation from Hainan Airlines, proof of the reasonableness of the aforementioned requests for compensation needs to be provided according to the request of Hainan Airlines.

**16.9** Compensation liability limitations for physical harm

Under the situations listed below, Hainan Airlines does not assume responsibility for any part of damage compensation exceeding the then-applicable limit of special drawing rights created for each passenger according to 16.1.

16.9.1 Injury or death caused to passengers that is not caused by the mistake or other misconduct or inaction by Hainan Airlines, its employees or agents.

16.9.2 Injury or death to a passenger that is caused by the mistake or other misconduct or inaction by a third party.

**16.10** Delay and baggage, goods and compensation liability limitations

For damage caused due to delay during the passenger's carriage, the compensation owed by Hainan Airlines to each passenger will be limited to the then-applicable limit under the Montreal convention

For damage caused by the destruction, loss, damage or delay of baggage during baggage carriage, the compensation owed by Hainan Airlines to each passenger will be limited to the then-applicable limit under the

Montreal convention.

**16.11** For passengers that accept checked baggage and do not raise any objection initial at the place of acceptance, this will be regarded as initial evidence of Hainan Airlines having already completed its obligation of transporting the baggage and handing it over to the passenger in its complete state.

If the passenger discovers that the checked baggage has been destroyed or damaged, he/she should raise an objection to Hainan Airlines in writing within seven days of the day he/she collected the checked baggage. If the passenger discovers a delay with the baggage, he/she should raise an objection to Hainan Airlines in writing within 21 days of the collection of the baggage.

## **Article 17 Miscellaneous**

**17.1** There are two versions of these Conditions, a Chinese version and an English version. In the event of any language dispute, the Chinese version will be taken as final.

**17.2** These conditions have been put on record in the Civil Aviation Administration of China (CAAC) and will officially come into effect and be implemented on 30thSep 2014. For contracts of carriage settled after this date, these conditions shall be used.

**17.3** After these conditions come into effect, Hainan Airlines has the right to amend the text of these conditions. However, for reserved contracts of carriage made before the date of the new "Hainan Airlines Holding Co., Ltd. General Conditions of International Carriage for Passengers and Baggage" coming into effect, these conditions will still be used.

Hainan Airlines Holding Co., Ltd. has the right to interpret these conditions.