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



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# Catalogue

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## **1 General Provisions**

### 1.1 General

To regulate public air transportation, enhance passenger service, safeguard the legitimate rights and interests of passengers, and establish clear rights and obligations between passengers and Hainan Airlines Holding Co., Ltd. (hereinafter referred to as “Hainan Airlines”), the General Conditions for the International Carriage of Passengers and Baggage of Hainan Airlines (hereinafter referred to as the “Conditions” or the “General Conditions”) have been formulated. These Conditions constitute an integral part of the contract of carriage between Hainan Airlines and the passenger, and both parties’ rights, obligations, and liabilities are governed by these Conditions.

### 1.2 Basis of Formulation

These Conditions have been formulated in accordance with the Civil Code of the People’s Republic of China, the Civil Aviation Law of the People’s Republic of China, the Regulation on the Management of Public Air Transportation Services for Passengers, the Regulation on the Transport of Dangerous Goods by Air, the Law of the People’s Republic of China on the Protection of Consumer Rights and Interests, the E-Commerce Law of the People’s Republic of China, the Warsaw Convention , the Montreal Convention, and other applicable laws and administrative regulations.

### 1.3 Crucial Information

Passengers are advised to carefully review the Conditions prior to purchasing a ticket, with particular attention to the bold text. If any concerns arise regarding the listed Conditions or if any changes are deemed necessary, please notify Hainan Airlines in writing before making a ticket purchase. Every passenger who purchases a ticket from Hainan Airlines, whether directly or through a third party, or who boards Hainan Airlines flights without purchasing a ticket from Hainan Airlines, is deemed to have agreed to all the terms outlined in the Conditions and is obligated to abide by them.

## **2 Definitions**

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In this context, the following terms, unless otherwise specified in specific clauses or explicitly stipulated otherwise, shall have the following meanings:

2.1 Convention refers to the legal instruments that regulate carriage as defined in the contract. These instruments include: The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on October 12, 1929 (hereinafter referred as the Warsaw Convention); The Warsaw Convention as Amended at The Hague, signed in The Hague on September 28, 1955 (hereinafter referred to as The Hague Protocol); and 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).

2.2 International Carriage refers to air transportation where at least one of the departure, destination, or agreed stopover airports is located outside the territory of the PRC, as specified in the air carriage contract signed by the parties involved. This applies regardless of whether the flight includes layovers or connections during transportation.

2.3 Hainan Airlines is the abbreviation of Hainan Airlines Holding Co., Ltd.

2.4 Carrier refers to a public air transport enterprise that transports passengers and baggage using civil aircraft for the purpose of generating profit.

2.5 Contracting Carrier or Ticket Carrier refers to a carrier that enters into a carriage contract with passengers using its own company ticket stock and ticket number.

2.6 Operating Carrier refers to a Carrier authorized by the Contracting Carrier to perform the relevant transportation services.

2.7 Marketing Carrier refers to the airline that is identified as the carrier on the valid boarding pass, whether in electronic or paper format, by its two-letter airline designator code.

2.8 Hainan Airlines Regulations refers to the regulations published by Hainan Airlines that govern the transportation of passengers and their baggage, including applicable fares and tariff rules. These regulations serve as a supplement to the Conditions outlined in this document and are effective from the date of ticket issuance.

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2.9 Hainan Airlines Sales Agent refers to a passenger transportation sales agent company authorized by and on behalf of Hainan Airlines in the sales of air transportation services within the framework of authorization.

2.10 Hainan Airlines Ground Service Agent refers to an enterprise authorized by and on behalf of Hainan Airlines to provide ground agent services for air transportation of passengers and baggage within the agreed scope of authorization.

2.11 Passenger refers to any individual, other than a crew member, who is being transported or is to be transported in an aircraft with the approval of Hainan Airlines and is identified on a transport document, such as a Ticket.

2.12 Child refers to any person who is 2 years old(inclusive) but less than 12 years old as of the date of commencement of travel.

2.13 Unaccompanied Minor refers to a Passenger who is at least 5 years old but has not yet reached the age of 12 years, and is not accompanied by an adult who is fully capable of civil conduct as of the date of commencement of travel.

2.14 Infant refers to a Passenger who is between 14 days (counted from the day following his/her birth) and 2 years old as of the date of commencement of travel.

2.15 X Years Old refers to the calculation based on the year, month, and day of the Gregorian calendar, starting from the date of the passenger's first birthday.

2.16 Flight refers to the flying of aircraft according to scheduled route, date and time.

2.17 Connecting Flight refers to two or more flights listed in a **single contract of carriage**.

2.18 Code Share Flight refers to a flight where one airline agrees, through an agreement, to allow another airline or airlines to use its flight code on flights operated by them. **In such cases, the airline that actually operates the flight is referred to as the "operating carrier", while the other airline is referred to as the "marketing carrier"**.

2.19 Ticket refers to a voucher sold or authorized by the airline or its authorized sales agent to confirm the conclusion of a contract of carriage by air and to evidence the terms of that contract. This includes both paper and e-tickets.

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2.20 Paper Ticket refers to a voucher issued by the carrier or on its behalf, also known as a “ticket and baggage check”. This voucher contains the terms and conditions of the contract of carriage, declarations, notices, and the flight and passenger coupons.

2.21 E-Ticket refers to a valid electronic transportation voucher that is sold by the carrier or sales agent enterprise, granting transportation rights and manifested in electronic data form. It serves as an electronic substitute for a paper ticket.

2.22 Flight Coupon refers to the section of a paper ticket labelled as “valid for carriage”, as well as the flight information stored in the airline’s database in an E-Ticket. This coupon serves as evidence that the passenger has the right to travel on a flight between the designated locations specified on the coupon.

2.23 Passenger Coupon refers to the portion of a paper ticket that is labelled as such and is to be kept by the passenger throughout the entire journey.

2.24 Conjunction Ticket refers to a ticket that is issued by the same carrier to a passenger in succession with another ticket or tickets, which together form a **single contract of carriage**.

2.25 Ticket with Connecting Flight refers to a ticket that includes multiple flights connecting at least two consecutive routes under a **single contract of carriage**.

2.26 Fixed Ticket refers to a ticket with a fixed flight number, departure date, and seating arrangement.

2.27 Open Ticket refers to a ticket that does not have a fixed flight number, departure date, or seating arrangement specified at the time of **initial sale**.

2.28 Itinerary/Receipt of E-Ticket for Air Transportation (hereinafter referred to as Itinerary/Receipt) refers to the payment or reimbursement receipts issued by Hainan Airlines or its authorized sales agents to passengers upon purchasing E-Tickets. Additionally, it serves as a reminder of the itinerary.

2.29 Day refers to calendar days, including all seven days of the week. When used for sending notifications, the day of notification issuance is not included; when used to determine the validity period of a ticket, the ticket issuance date or the start date of the flight is not counted.

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2.30 Tariffs refer to the fares, fees, and associated conditions that are publicly disclosed by carriers. When necessary, tariffs must be approved by relevant authorities.

2.31 Normal Fare refers to the **highest adult fare applicable** within the fare validity period for business and economy classes, including child fares and infant fares paid at an appropriate rate based on the normal fare for adults.

2.32 Special Fare refers to any fare that deviates from the normal fare and has **specific conditions of use**.

2.33 Conditions of Ticket Use refer to the tariff rules that apply to the booking class codes or fare types.

2.34 Booking refers to reserving a seat, cabin class, or the weight and dimensions of the baggage, as per the passenger's reservation.

2.35 Class of Service refers to the classification of aircraft cabin configurations, including Business Class and Economy Class.

2.36 Change of Tickets refers to modifications to the date, class of service, or endorsement to another flight, etc.

2.37 Ticket Rescheduling refers to changing the flight time and date without changing the carrier specified on the ticket.

2.38 Ticket Endorsement refers to changing the carrier specified on the ticket.

2.39 **Reasons attributable to Hainan Airlines** refer to reasons related to Hainan Airlines' internal management, **including aircraft maintenance, flight readjustment, crew deployment, etc.**

2.40 **Reasons not attributable to Hainan Airlines** refer to factors outside of Hainan Airlines' internal management, **such as weather conditions, emergencies, air traffic control, security checks, and passenger-related issues.**

2.41 Voluntary Ticket Change refers to situations where passengers request to change their tickets due to personal reasons.

2.42 **Voluntary Refund** refers to situations where passengers request to refund their tickets due to personal reasons.

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2.43 Flight Cancellation refers to the discontinuation of a flight plan due to an anticipated flight delay or the discontinuation of a flight plan as a result of a delay.

2.44 Flight Departure Delay refers to the actual flight departure time exceeds 15 minutes later than the flight scheduled departure time.

2.45 Flight Departure Early refers to the situation where after the scheduled departure time is adjusted, the scheduled flight departure time is earlier than the original departure time shown on the ticket.

2.46 Transit Point refers to a predetermined stop on the travel itinerary, other than the origin and destination, as specified in the ticket or the carrier's schedule.

2.47 Stopover refers to the designated pause point on a journey between departure and destination, which the passenger has specified with the carrier's prior consent.

2.48 Overbooking refers to the practice of airlines selling more seats than the actual number of seats available on a flight, in order to prevent empty seats.

2.49 Deadline Time for Check-in refers to the time when check-in formalities can no longer be processed. It is determined by the regulations set by each airport or by Hainan Airlines.

2.50 Miss a Flight refers to a situation where a passenger is unable to board a flight due to failure to complete check-in formalities within the specified time or discrepancies in identification documents and related regulations.

2.51 Board a Wrong Flight refers to a situation where a passenger takes a flight other than the one specified on the ticket.

2.52 Fail to Board a Flight refers to a situation where a passenger fails to board a flight specified in their ticket, either after completing the check-in procedures or during transit.

2.53 Baggage refers to articles carried by passengers during their itinerary under an agreement with the carrier. This includes both checked and unchecked baggage.

2.54 Checked Baggage refers to the luggage that passengers entrust to the carrier for custody and transport, and receive a baggage tag in return.

2.55 Unchecked Baggage refers to the luggage that passengers personally handle,



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such as hand baggage, free carry-on baggage, and cabin baggage, etc.

2.56 Baggage Check refers to the section of a ticket relating to the carriage of checked baggage of the passenger.

2.57 Baggage Identification Tag refers to the receipt provided by Hainan Airlines to passengers for the purpose of identifying their checked baggage.

2.58 Small Animals refer to all pets of small size that a passenger checks in as baggage, such as domestic cats, dogs, etc.

2.59 Damage includes death, injury, delay, loss, partial loss or any other damage arising from carriage or other related services provided by the carrier.

### **3 Scope of Application**

#### 3.1 Basic Principles

3.1.1 These conditions shall apply to international air transportation where Hainan Airlines receives payment for the carriage of passengers and baggage by aircraft, unless otherwise stated in Paragraphs 3.2, 3.3, and 3.4.

3.1.2 Unless otherwise specified by government regulations, relevant contracts, or tickets, domestic air transportation intended for travel between the Chinese Mainland and the Hong Kong and Macao SAR, as well as between the Chinese Mainland and Taiwan, must comply with these conditions.

3.1.3 These conditions shall also be applicable to free and discounted transportation, unless otherwise specified in the terms and conditions of free and discounted fares, agreements, or tickets.

3.1.4 In the event that any provisions within these conditions are deemed to be inconsistent with the most recent regulations issued by Hainan Airlines, the latest regulations issued by Hainan Airlines shall take precedence. Nonetheless, all other provisions within these conditions shall remain valid and enforceable.

#### 3.2 Charters

These Conditions shall only apply to the extent covered by the terms of the Hainan Airlines Charter Contract and the Charter Ticket for the carriage provided.

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### 3.3 Code Shares

**Hainan Airlines' General Conditions of Carriage shall be applicable to code-share flights operated by other air carriers.** It is imperative to note that the respective air carrier may have its own general terms and conditions for the operation of its flights, which may differ from Hainan Airlines' General Conditions of Carriage. In the event of any deviations, the deviating terms and conditions of the respective air carrier shall be deemed an integral part of Hainan Airlines' General Conditions of Carriage for Code-Share Flights and shall supersede the counterparts contained therein. Terms and conditions that may differ between Hainan Airlines and the actual carrier of the code-share flight include, but are not limited to:

- (1) Deadline for completing the check-in procedures;
- (2) Refusal and limitation of transportation;
- (3) Baggage transportation, including but not limited to free checked-in baggage, allowance of carry-on items, and charging standards for extra baggage, etc.;
- (4) Guidelines for handling flight overbooking, passenger service, compensation for delayed flight departure, etc.;
- (5) Passenger's behaviour on board the aircraft;
- (6) Liability for losses and indemnity.

### 3.4 Prioritization of Law Application

In the event of any conflict between these Conditions and applicable international conventions, national laws, administrative regulations, orders or requirements, the latter shall prevail. All provisions of these Conditions, except those that are in conflict, shall remain in force.

## 4 Tickets

### 4.1 General Provisions

4.1.1 A passenger ticket is a form of transportation document that encompasses both paper tickets and e-tickets. A passenger ticket serves as initial evidence of the air carriage contract between Hainan Airlines and the passenger whose name is printed

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on the ticket.

**4.1.2 When purchasing a single ticket with a connecting flight, the passenger enters into a single carriage contract with Hainan Airlines. However, if they purchase multiple tickets, they will be entering into several mutually independent carriage contracts with Hainan Airlines. Under applicable laws, regulations, and these Conditions, these two cases have varying legal implications. Unless otherwise specified, the rights and obligations outlined in these Conditions between Hainan Airlines and passengers pertain only to a single contract of carriage and not to any others. Passengers should be fully informed and make purchasing decisions based on their personal circumstances.**

**4.1.3 The ticket is issued in the name of the passenger and can only be used by the passenger whose name and identification information match the details listed on the ticket.**

4.1.4 The ticket is non-transferable.

**4.1.5 If an unauthorized person presents a ticket for carriage or refund and Hainan Airlines provides these services without intent or negligence, Hainan Airlines shall not be liable to the rightful ticket holder.**

## 4.2 Ticket Usage

4.2.1 Each passenger must have an individual ticket.

**4.2.2 Upon boarding, passengers must present a valid ID that matches the one used to purchase the ticket.**

4.2.3 Passengers holding electronic tickets, after the verification of the validity of their electronic ticket status by Hainan Airlines or Hainan Airlines ground service agents, will be transported by Hainan Airlines.

4.2.4 Passengers with paper tickets must present a valid ticket issued in accordance with Hainan Airlines regulations. This includes the passenger coupon, the flight coupon indicating the specific flight they intend to board, and any unused flight coupons. Failure to comply will result in denial of boarding. **Passengers who present a ticket that has been damaged or altered by any party other than Hainan**

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**Airlines or its authorized sales agent will be denied boarding.**

4.2.5 Before Hainan Airlines commences carriage, each (electronic) flight coupon must specify the reservation booking designator, travel date, and flight number, along with a confirmed reservation. Otherwise, Hainan Airlines will make a confirmed reservation to the passenger upon request, subject to the terms of the ticket and availability of seats on the flight.

4.2.6 The passenger is required to complete all journeys listed on the ticket during the validity period. If a ticket has been purchased at a special rate with specified travel dates, the passenger must complete all listed journeys within the designated time frame.

4.2.7 A Fixed Ticket is only valid for the carrier, flight date, flight number, and cabin class specified on the ticket.

4.2.8 An Open Ticket is only valid after seats have been confirmed in accordance with the terms of the ticket and subject to seat availability. This also applies to a passenger holding a Fixed Ticket who cancels their seat reservation and wishes to reuse the ticket.

4.2.9 Passengers must adhere to the itinerary specified on their ticket and are not permitted to terminate their travel at a transit point without prior permission from Hainan Airlines.

4.2.10 On the ticket, Hainan Airlines should be referred to as “HU”, which is its 2-letter airline code. If Hainan Airlines is the contracting carrier, the ticket number must start with the digits 880, which is its accounting and prefix code.

### 4.3 Validity Period of Ticket

4.3.1 Unless otherwise specified on the ticket or in the applicable terms of use, the validity period shall be as stated below:

4.3.1.1 If the ticket is partially used, it will remain valid for one year from 00:00 hours on the day after the first travel date. The validity period will not be affected by any subsequent changes made to the ticket.

4.3.1.2 In case of a completely unused ticket:

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(1) The validity period shall commence from 00:00 on the day following the ticket purchase and shall remain valid for a period of one year.

(2) If the ticket is reissued and a new ticket number is generated, the validity period shall commence from 00:00 on the day following the issuance date of the new ticket and shall remain valid for a period of one year.

#### 4.3.2 Validity Period Calculation

The validity period starts at 00:00 (inclusive) on the day after the ticket is purchased or reissued and ends at 24:00 (exclusive) on the expiration date.

4.3.3 Passengers who have availed tickets at a special rate must complete their travel within the validity period stated on the ticket or communicated during the sales process. If the validity period has expired and the passenger still intends to travel, the fare will be recalculated if the ticket is still valid. Alternatively, if the refund deadline has not passed, the ticket can be refunded.

#### 4.4 Extension of Ticket Validity

4.4.1 In the event that a passenger is unable to travel within the validity period of their ticket due to any of the reasons listed below, Hainan Airlines shall extend the validity of the ticket until the departure time of the earliest flight that can offer a seat in the same cabin class, unless otherwise specified by Hainan Airlines:

(1) Hainan Airlines cancels a flight for which the passengers have a confirmed reservation; or

(2) Hainan Airlines omits a scheduled transit point that is the place of departure, destination, or stopover for passengers; or

(3) Hainan Airlines fails to follow the flight schedule within a reasonable time; or

(4) Hainan Airlines causes passengers to miss their connecting flights that were already booked; or

(5) Hainan Airlines substitutes a different class of service; or

(6) Hainan Airlines is unable to provide previously confirmed space.

4.4.2 If passengers hold normal or special rated tickets with the same validity period, but are unable to travel on time due to Hainan Airlines' inability to provide a seat in

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the designated cabin class during seat selection, the validity of their tickets may be extended until the departure time of the earliest flight that can offer a seat in the correct cabin class. However, the extension period cannot exceed 7 days.

#### 4.5 Sequence and Use of Tickets

4.5.1 The ticket purchased by a passenger is only valid for the carriage from the place of departure via any agreed transit points to the place of destination, as specified on the ticket.

**4.5.2 Flight coupons must be used in the sequence as shown on the ticket. The use of the coupons in reverse order is not permitted, and the initial flight segment must be used first. Failure to comply with this may result in Hainan Airlines refusing carriage. The initial segment refers to the first segment of a carriage contract that is sold either as a single ticket or as multiple consecutive tickets.**

4.5.3 If a ticket is not used in the correct order, e.g. if a passenger requests to start their journey from a transit point, an agreed stopover or the point of turnaround, Hainan Airlines reserves the right to refuse carriage.

**4.5.4 The fare paid by the passenger pertains to the carriage order specified on the ticket. In the event that the ticket is not utilized in the contracted sequence, Hainan Airlines shall recompute the fare, fuel surcharges, and government taxes based on the passenger's actual itinerary.** If the resulting amount exceeds the amount paid in the current ticket, the passenger must settle the difference. Hainan Airlines shall only render subsequent carriage services upon receipt of the difference, and the segments that were not used in the correct sequence shall be deemed unusable.

4.5.5 If a passenger fails to appear for a reserved flight without prior notification to Hainan Airlines, Hainan Airlines reserves the right to cancel the passenger's seat reservation for all connecting flights indicated on the ticket.

#### 4.6 Loss and Damage of Paper Tickets

4.6.1 Passengers whose paper tickets are lost or damaged, either wholly or partially, must submit a written request to Hainan Airlines for a replacement ticket within the

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validity period of the original ticket.

**4.6.2 Hainan Airlines cannot be held responsible for any fraudulent use or refund of the ticket prior to the loss or damage being reported.**

4.6.3 In the event that a passenger intends to proceed with their travel on the (connecting) flight specified on the lost ticket, they must acquire a new one. A voluntary refund may be considered after 30 days from the expiration of the ticket's refund period, subject to proof that the ticket has not been utilized or refunded fraudulently.

4.7 Itinerary Receipt

4.7.1 The itinerary receipt is considered as an invoice for civil aviation e-tickets and is regulated by the State Administration of Taxation. It is printed with the invoice supervision stamp of the same authority. Only one itinerary is provided for each e-ticket.

4.7.2 The paper itinerary receipt must be printed no later than 26 days after the ticket has been fully utilised.

4.7.3 In the event of a refund request, a printed itinerary is mandatory.

4.7.4 In the event that a passenger loses their printed itinerary receipt due to personal reasons, it cannot be reprinted in accordance with the Temporary Regulations on Itinerary Receipts of E-tickets for Air Transport.

**4.7.5 The “date of issuance” located at the lower right corner of the itinerary receipt refers to the date it was printed and is not related to the ticket’s validity period.**

## **5 Fares and Taxes**

### 5.1 Application of Fares

5.1.1 The term “Ticket Fare” or “Fare” refers to **the cost of air transportation for a passenger from the airport of origin to the airport of destination.** This cost does not include the expenses of ground transportation between airports and urban areas or between airports within the same city, as well as any applicable taxes and charges.

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5.1.2 The Fare refers to the valid tariff applied by Hainan Airlines at the time of ticket purchase by the passenger. This Fare is applicable to the specific date, itinerary and other information as stated on the ticket. **In the event that the Fare is adjusted after the ticket has been sold, the ticket price will remain unchanged.** Any voluntary changes made by the passenger to the ticket or any changes made to the ticket for reasons not attributable to Hainan Airlines may have an impact on the fare payable.

5.1.3 Passengers are required to adhere to the terms and conditions outlined in the fare when utilizing normal or special fare tickets. Special refund and reissue policies may be applicable to tickets purchased at special fares. Passengers should purchase tickets that align with their needs.

#### 5.1.4 Tickets for Children and Infants

5.1.4.1 Ticket fare options for children are available to be purchased at either a child or adult rate. In either case, a seat will be provided and the fare conditions that apply will be relevant.

5.1.4.2 Unless otherwise specified, tickets for infants are eligible to be purchased at 10% of the applicable adult fare. However, Hainan Airlines does not provide them with a seat. If an infant requires a separate seat, tickets are eligible for purchase at the child fare applicable under Hainan Airlines' carriage conditions.

5.1.4.3 Children and infants accompanied by adults should purchase tickets in the same cabin service class as their travel companions.

#### 5.2 Routes

This fare is only applicable to routes that are published in connection with the fare. In case the fare is applicable to multiple travel routes, the passenger must specify the desired route prior to purchasing the ticket. Failure to specify the route will result in Hainan Airlines providing the passenger with route options to select and confirm.

#### 5.3 Taxes and Charges

The published fare does not include taxes or charges imposed or collected by the government, relevant authorities, or the airport operator for the provision of services and facilities to the passenger. These taxes or charges must be paid by the passenger



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at the time of ticket purchase and will be collected by the airline on their behalf.

#### 5.4 Currency

Passengers should pay the fare, taxes, and fees in the currency of the country where the ticket is issued, unless Hainan Airlines or its sales agent agrees or specifies the use of another currency before the passenger makes the payment or before the payment is due.

#### 5.5 Payment

Passengers should pay the ticket fare in a currency accepted by Hainan Airlines and through the specified payment methods. Unless otherwise agreed upon between Hainan Airlines and the passenger, all ticket fares must be paid in cash.

## **6 Reservations and Ticketing**

### 6.1 General Provisions

6.1.1 Passengers can obtain information, make reservations, and purchase tickets through Hainan Airlines' official channels, including **web portals (www.hnair.com, www.hainanairlines.com), mobile application, WeChat subscription, WeChat mini program, the service hotline at 95339, or by visiting direct ticketing offices.** Additionally, tickets can also be purchased through on-line platforms and ticketing offices of Hainan Airlines sales agents.

6.1.2 **Passengers must purchase tickets using a valid ID or other valid ID documents issued by Public Security Authorities. They must ensure that they use the same ID during the check-in process and provide accurate and valid contact information.**

6.1.3 To purchase a ticket for a child or infant, valid ID or certificates indicating their date of birth must be presented.

6.1.4 Passengers booking connecting flights must be aware of and comply with the minimum connecting time (MCT) specified by the airports. Hainan Airlines reserves the right to reject requests for bookings with connecting times shorter than the standard.

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**6.1.5 The purchase of tickets for special passengers, such as infants, pregnant women, unaccompanied minors, and seriously ill patients, must adhere to Hainan Airlines' carriage regulations. These regulations can be accessed in the Travel Information section of Hainan Airlines' official website, in conjunction with these Conditions.**

6.1.6 Hainan Airlines reserves the right to decline ticket issuance and carriage of passengers who are deemed unsuitable for air travel. Such passengers may only reserve seats if they satisfy specific criteria and have obtained approval from Hainan Airlines and other relevant carriers.

6.1.7 Passengers must check the regulations regarding immigration, health quarantine, and customs at their departure, transit, or destination locations. Hainan Airlines will not be held responsible if passengers are unable to complete air travel due to non-compliance with these regulations.

6.1.8 For passengers who maliciously occupy seats or falsely purchase tickets, Hainan Airlines reserves the right to restrict their seat reservations and ticket purchases.

## 6.2 Ticketing Time Limits

When a passenger makes a reservation, Hainan Airlines or its sales agent should inform the passenger of the ticketing deadline. **The passenger must pay the fare and taxes applicable at the time of ticket issuance within the specified or pre-agreed time frame by Hainan Airlines.** Failure to comply may result in Hainan Airlines cancelling the reservation.

## 6.3 Notice of Information

6.3.1 When selling passenger tickets through the internet channel, Hainan Airlines or its sales agents will provide passengers with essential flight information for the selected flights, including but not limited to:

- (1) Carrier name, including contracting and operating carriers;
- (2) Origin, transit, and destination airports, along with related terminals;
- (3) Flight number, date, class of service, scheduled departure and arrival times;
- (4) Whether the booking includes connecting flights when passengers request to book

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at least two flights simultaneously;

(5) The applicable fares and conditions of ticket use, including rules on ticket changes and refunds;

(6) Whether meals will be provided during the flight;

(7) Taxes and fees charged in accordance with relevant national laws and regulations;

(8) Baggage transport regulations that apply to the flight, including baggage size, weight, and free allowance.

6.3.2 Passengers will be informed the aforementioned information upon purchasing tickets from Hainan Airlines or its sales agents at ticketing offices or through other channels, such as the service hotline. Alternatively, they can access this information by logging into the official Hainan Airlines website. By purchasing a ticket, the passenger is considered to have read and accepted such information.

6.3.3 Hainan Airlines or its sales agents **have included the full text of these Conditions in their on-line booking policies to aid passengers in comprehending the relevant service standards. It is mandatory for passengers to read and acknowledge these Conditions when purchasing tickets on-line.** When Hainan Airlines or its sales agents sell tickets through ticket offices or service hotline, they are required to remind buyers to review the Conditions on Hainan Airlines' official website.

6.3.4 Hainan Airlines or its sales agents will provide passengers with written notification, either electronically or in hard copy, containing important trip details after ticket issuance. This notification will include flight information and travel guidance that passengers must verify for accuracy:

(1) Major flight service information as specified in Paragraph 6.3.1;

(2) Passenger name;

(3) Ticket number or contract number, and the ticket validity period; ;

(4) Travel tips, including the check-in deadline at the place of departure, prohibited or restricted items for baggage, etc.;

(5) Methods for obtaining free access to these Conditions.

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6.3.5 Passengers who book a code share flight marketed by Hainan Airlines **will be informed of the operating carrier by Hainan Airlines or its sales agent. They must check in at the operating carrier's counter.** In such cases, the service standards for changes and refunds to tickets, baggage, air-ground services, and flight irregularities will be determined by the code share agreement between the contracting carrier and the operating carrier, as well as other relevant regulations.

#### 6.4 Personal Data

6.4.1 Passengers are responsible for ensuring the accuracy and authenticity of their personal data, and will be held solely liable for any consequences resulting from inaccurate data.

6.4.2 The personal information provided to Hainan Airlines is intended for the purpose of seat reservation, ticket purchase, and arrangement of transportation service. For these purposes, passengers authorize Hainan Airlines to retain this information and transmit it to its own offices, other related carriers, government agencies, or providers of relevant services, in order to fulfil the terms of the carriage contract.

6.4.3 Hainan Airlines shall not disclose, sell, unlawfully use or share such information with any third party, in compliance with national regulations on personal data protection.

#### 6.5 Seat Allocation

6.5.1 Hainan Airlines will make every effort to accommodate requests for advanced seat reservations, but cannot guarantee the availability of specific seats. Seat assignments are determined by the passenger's ticketed class of service. Hainan Airlines reserves the right to modify seat assignments for business, operational, security, or safety reasons, even after boarding has been completed.

6.5.2 Hainan Airlines arranges the seating near emergency exits in a specific manner, and passengers seated in the emergency exit row must be capable of executing evacuation procedures in the event of an emergency.

## **7 Flight Schedules, Cancellations and Changes**

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## 7.1 Flight Schedules

7.1.1 Hainan Airlines will make every effort to transport passengers and their baggage in a timely and reasonable manner, in accordance with the published schedule in effect on the date of travel.

7.1.2 The flight schedule or other sources may provide information on flight times or aircraft types, but these are for reference only and are subject to change between the time of publication and the passenger's actual travel. Hainan Airlines does not guarantee these flight times or aircraft types, and they do not form part of the carriage contract between Hainan Airlines and the passenger.

7.1.3 Hainan Airlines shall not be held liable for any errors or omissions in the timetables or other published schedules, unless such loss is caused or contributed to by intention or gross negligence. Hainan Airlines shall not be held liable for any interpretations made by its employees, agents, or representatives regarding departure or arrival times, dates, or flight status.

7.1.4 Before confirming a flight reservation, Hainan Airlines will inform the passenger of the current scheduled flight times. These flight times will be displayed on the passenger's ticket. It is possible that Hainan Airlines may need to change the scheduled flight time after the ticket has been issued. In such cases, Hainan Airlines will notify the passenger of any changes to the flight schedule using the contact information provided by the passenger. After the passenger purchases the ticket, if there is a change in the flight schedule time of Hainan Airlines, the ticket can be changed or refunded involuntarily according with Paragraph 8.2 or 9.3.

## 7.2 Flight Cancellations and Changes

7.2.1 Hainan Airlines reserves the right to modify the aircraft type or flight route, cancel, disrupt, postpone, or delay any flight without prior notice in the following circumstances, and shall not be held liable for any compensation:

- (1) In order to comply with the provisions of national or regional laws, regulations and government rules and other normative documents; or
- (2) To ensure flight safety; or

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(3) Other reasons beyond Hainan Airlines' control or not able to be foreseen by Hainan Airlines.

7.2.2 If a flight operated by Hainan Airlines is cancelled, delayed in departure, fails to provide the passenger with their reserved seat (or cabin class), fails to stop at the passenger's stopover or destination, or causes the passenger to miss connecting flights that were already booked due to any of the circumstances outlined in Paragraph 7.2.1, Hainan Airlines shall provide assistance to the passenger with involuntary changes or refunds in accordance with Paragraph 8.2 or 9.3, while considering the passenger's reasonable requirements.

7.3 In case of any changes, delays or cancellations of flights, Hainan Airlines will take all necessary actions to prevent any losses caused by delays to the passenger and their baggage. Hainan Airlines shall not be held liable if all necessary actions have been taken or if it is impossible to take such actions.

#### 7.4 Services for Irregular Flights

7.4.1 In the event of a flight delay or cancellation from the point of origin due to aircraft maintenance, flight readjustment, crew, or other reasons, Hainan Airlines will provide passengers with meals or accommodations in accordance with regulations.

7.4.2 In the event of a flight delay or cancellation at the point of origin due to non-carrier related reasons such as weather, air traffic control, activities of other airspace users, public safety, airport operations, joint inspections, fuel services, departure systems, or passenger reasons, **Hainan Airlines may provide assistance to passengers in obtaining meals, accommodation and flight information. However, any expenses incurred shall be the responsibility of the passengers.**

7.4.3 In the event of a flight delay or cancellation at a transit point, or if the flight is diverted to an alternate airport, regardless of the reason, Hainan Airlines will provide meals and accommodation to affected passengers in accordance with regulations.

7.4.4 In case of a delayed or cancelled flight during departure, Hainan Airlines and its sales and ground service agents should prioritize providing assistance to passengers who require special care, such as those with limited mobility, the elderly, pregnant

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women, unaccompanied minors, and other passengers in need.

7.4.5 If a flight is delayed or cancelled, Hainan Airlines and its ground service agents should offer clear explanations and promptly inform passengers of the situation, as well as any relevant information. Passengers may obtain the Certificate of Irregular Flight by downloading it via the Hainan Airlines mobile application, Hainan Airlines WeChat subscription, or Hainan Airlines WeChat mini program.

#### 7.5 Flight Delay Compensation

In the event of a flight delay caused by aircraft maintenance, flight readjustment, crew, or other reasons attributable to Hainan Airlines, Hainan Airlines will provide passengers with financial compensation based on the actual duration of the delay.

7.5.1 For flight delays within 4 (inclusive) to 8 hours, compensation is 200 RMB per passenger.

7.5.2 For flight delays of 8 hours (inclusive) or more, compensation is 400 RMB per passenger.

7.5.3 Passengers holding infant tickets will be compensated at a rate of 50% of the above amounts.

7.5.4 Hainan Airlines may provide compensation in the form of cash, FWC Membership Rewards Points, or consumption coupons in proportion to the amount of compensation owed.

7.5.5 In case of any conflict between the aforementioned compensation standards and the local laws and regulations, the latter shall prevail in the implementation of compensation.

## **8 Ticket Change**

### 8.1 Voluntary Changes

8.1.1 After passengers purchase tickets, if they voluntarily change their flight, date, itinerary, or cabin class, Hainan Airlines and its sales agents will process the changes based on the ticket usage conditions, subject to seat availability and time constraints.

When changes are made voluntarily, the fare will be recalculated. If the revised fare is

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higher, passengers must pay the fare difference and any other relevant fees. If the revised fare is lower, passengers may choose to first process a voluntary refund, then purchase a new ticket, or they can choose to continue the journey at the original fare.

8.1.2 If a passenger wishes to change carrier after purchasing a ticket, the ticket must be endorsable as per its terms and conditions, and the receiving airline must have signed a settlement or interline agreement with Hainan Airlines. The passenger is responsible for any fare difference and associated expenses incurred. If a passenger does not meet the above requirements, their request will be treated as a voluntary refund.

8.1.3 Hainan Airlines' sales agents are not permitted to endorse the passenger's ticket to another carrier without authorization from Hainan Airlines.

8.1.4 Unless stated otherwise, tickets purchased at the Child Fare rate for children or infants who occupy seats will have the change fee deducted at the same rate as adults. Tickets purchased at the Infant Fare rate for infants who do not occupy seats will not be charged a change fee.

## 8.2 Involuntary Changes

**In the event of flight cancellation,departure delay,departure early,rerouting,the class of service change,or the carrier's inability to operate the original flight,involuntary changes may be processed in accordance with the following provisions:**

8.2.1 If a passenger on a Hainan Airlines flight is required to change their ticket **due to reasons attributable to Hainan Airlines**, Hainan Airlines will consider the passenger's reasonable needs and take one of the following actions:

8.2.1.1 Change the passenger's ticket to the earliest available Hainan Airlines flight at no additional cost;

8.2.1.2 Endorse the passenger's ticket to another carrier at no additional cost, provided that both the receiving carrier and the passenger agree.

8.2.2 If a passenger on an Hainan Airlines flight is required to change their ticket **due to reasons not attributable to Hainan Airlines**, Hainan Airlines will consider the



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passenger's reasonable needs and take one of the following actions:

8.2.2.1 Change the passenger's ticket to the earliest available Hainan Airlines flight at no additional cost;

**8.2.2.2 Endorse the passenger's ticket to another carrier based on the applicable general conditions of carriage and the ticket terms and conditions, provided that the ticket is endorsable, and both the receiving carrier and the passenger agree. The passenger bears full responsibility for any additional fare or tax expenses.**

8.2.3 After the passenger confirms the new flight and completes the procedures for involuntary ticket change, any additional requests for ticket changes or refunds due to personal reasons will be handled by Hainan Airlines or its sales agent in accordance with the terms and conditions of the new ticket.

8.2.4 Unless otherwise stated, in the event that a passenger cancels their reservation or misses their flight for reasons not attributable to the carrier prior to Hainan Airlines announcing any irregularities, such as delays or cancellations, Hainan Airlines or its sales agent will process the refund or ticket change in accordance with the terms and conditions of the ticket. If a passenger has already completed the voluntary refund or change process prior to Hainan Airlines announcing any irregularities, the fee paid for the change or refund will not be refunded.

8.2.5 In the case of a connecting flight, if a passenger is unable to complete the entire itinerary within the agreed time due to a change in one or more segments, Hainan Airlines, as the Contracting Carrier, will provide assistance to the passenger in reaching their final destination or the agreed stopover.

8.2.6 In the event that a passenger **on a connecting flight is required to make an involuntary change** to their ticket, the situation will be addressed in accordance with Paragraph 8.2 of these Conditions.

8.2.7 **Multi-segment tickets for non-connected flights** purchased separately by passengers belong to different transportation contracts for each segment. If any segment or multiple segments of the Hainan Airlines flights are irregular, the Hainan Airlines tickets affected by the irregular flights will be handled according to the

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Paragraph 8.2 of these Conditions. **Changes to other normal flight tickets must be processed by the contracting carrier according to the conditions of ticket use, and the incurred costs are to be borne by the passengers themselves.**

## **9 Refund**

### 9.1 General Provisions

9.1.1 If Hainan Airlines fails to provide carriage as per the Contract of Carriage, or if the passenger voluntarily changes their travel plans, Hainan Airlines will refund the unused ticket, either partially or in full, in accordance with Hainan Airlines' regulations.

9.1.2 Except for the situation of lost tickets, when requesting a refund, paper tickets must be accompanied by the Flight Coupon and Passenger Coupon for unused flight segments. For the unused segments of electronic tickets, the status of the passenger ticket must be in a valid open state (OPEN FOR USE status) in order to process a refund.

9.1.3 Passengers who have already printed their E-ticket itinerary/receipt must present it when requesting a refund.

9.1.4 Normally, refunds will be processed in accordance with the original payment method and currency used for the payment.

### 9.2 Voluntary Refund

9.2.1 Passengers who wish to voluntarily refund their tickets will have their requests handled by Hainan Airlines or its sales agents in accordance with the terms and conditions of the ticket.

9.2.1.1 If no portion of the ticket has been used, the refund fee will be deducted from the amount paid for the ticket, and the remaining balance will be refunded;

9.2.1.2 If a portion of the ticket has been used, the applicable fare for the used segment, relevant taxes and refund fees shall be deducted from the amount paid. The balance, if any, shall be refunded to the passenger.

9.2.2 Passengers holding special fare tickets who request a refund, if there are special

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regulations regarding refunds for such special fares, the refund will be processed according to those regulations.

9.2.3 Unless stated otherwise, tickets purchased at the Child Fare rate for children or infants who occupy seats will have the refund fee deducted at the same rate as adults. Tickets purchased at the Infant Fare rate for infants who do not occupy seats will not be charged a refund fee.

9.2.4 Passengers voluntarily terminate their journey at the transit point of the flight, and the fare and taxes for the unused segments of the flight are non-refundable.

### 9.3 Involuntary Refund

**9.3.1 In the event of flight cancellation, departure delay, departure early, rerouting, the class of service change, or the carrier's inability to operate the original flight, involuntary ticket refunds may be processed in accordance with the following provisions:**

9.3.1.1 If no portion of the ticket has been used, a refund will be issued for the paid fare and taxes without charging refund fees;

9.3.1.2 If a portion of the ticket has been used, the applicable fare and taxes for the used segment shall be deducted from the paid amount, but the amount refunded shall not exceed the paid amount, and the balance shall be refunded to the passenger without a refund fee.

9.3.2 Unless otherwise provided, **involuntary refund of connecting flights** shall be handled in accordance with Paragraph 9.3.1 of these Conditions.

9.3.3 **Multi-segment tickets for non-connected flights** purchased separately by passengers **belong to different transportation contracts for each segment**. If any segment or multiple segments of Hainan Airlines flights are irregular, the tickets for Hainan Airlines with irregular flights shall be handled according to Paragraph 9.3.1 of these Conditions. **Refund procedures for other normal flight tickets must be handled by the contracting carrier according to the ticket usage conditions.**

9.3.4 If irregular operation of flight occurs at a location not specified on the ticket, passengers seeking a refund must provide the original boarding pass from the

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departure airport of origin, a certificate of irregular flight, and a valid form of identification. For passengers with paper tickets, the Passenger Coupon, either in its original form or as a copy, is also required.

**9.3.5 Change fees cannot be refunded under any circumstance. After the passenger pay to reschedule the flight, and later the flight has changed or cancelled, the passenger can refund the ticket without penalty but the change fee will not be refunded.**

#### 9.4 Refund Recipient

9.4.1 Hainan Airlines shall be entitled to make a refund to the passenger whose name is listed on the ticket.

9.4.2 If a ticket has been paid for by someone other than the passenger named on the ticket, the refund will only be issued to the individual who made the payment or their authorized representative in accordance with the stated refund restrictions.

9.4.3 Passengers must present a valid form of identification to request a ticket refund. If the refund recipient is not the named passenger on the ticket, both the passenger and the recipient must provide valid identification documents.

9.4.4 If a passenger delegates a representative to handle refund procedures on their behalf, the representative must provide valid identification documents for both the passenger and themselves, a signed Letter of Authorization from the passenger, and any other pertinent information.

9.4.5 If a person holds a valid ticket for an unused segment and meets the requirements outlined in Paragraphs 9.4.1, 9.4.2, 9.4.3, and 9.4.4, any refund issued will be considered justified. Hainan Airlines will then be released from any further responsibility.

#### 9.5 Time Limit for Refund

9.5.1 Refund requests must be submitted within thirteen months from the commencement of travel (or from the date of issuance for totally unused tickets).

**Requests for refunds will not be accepted after the above time limit.**

9.5.2 Except for special circumstances, Hainan Airlines or its sales agents shall

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complete the refund procedures within 7 working days from the date of receiving a valid refund application from the passenger. The above-mentioned time does not include the processing time of financial institutions. The starting point for calculating the time is when Hainan Airlines or its sales agents receive the valid application from the passenger. The time during which the application does not meet the requirements is not counted.

## 9.6 Place of Refund

9.6.1 Unless otherwise specified, passengers can process ticket refunds at the original place of purchase or at ticketing offices directly operated by Hainan Airlines.

9.6.2 If passengers are unable to return to the original ticket issuing location for a refund due to special reasons, Hainan Airlines can process the refund for passengers at a Hainan Airlines direct ticket office in a different location (other than the ticket issuing location). The Hainan Airlines ticket office accepting refunds in a different location should obtain authorization from the original ticket issuing location and convert the refund amount provided by the original ticket issuing location into the local currency using the exchange rate in ICS on the day of original ticket issuance.

## 9.7 Currency

Passengers processing ticket refunds must comply with the laws and relevant regulations of the country of original ticket purchase and the country of refund. Refunds can be made in the original currency of payment or in the currency of the country of original ticket purchase or the country of refund. Hainan Airlines will calculate the refund amount based on the exchange rate on the original ticket issuance date, using the passenger's original ticket amount and currency as the basis. Hainan Airlines will not be liable for any difference arising from currency exchange rates.

# **10 Boarding**

## 10.1 Check-in Procedure

10.1.1 In order to check in, check baggage, and receive a paper or electronic boarding pass before the flight's check-in deadline, passengers are required to present valid

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identification that matches the information used to purchase their tickets.

10.1.2 The start and end of the flight check-in process are determined by the airports or Hainan Airlines, and are duly announced. The check-in deadline varies depending on the airport, and Hainan Airlines or its sales agents will inform passengers of the specific schedule. Passengers can also find this information on Hainan Airlines' official website. Passengers should allow sufficient time for check-in. Hainan Airlines may cancel seat reservations for passengers who fail to check in before the specified deadline.

10.1.3 Hainan Airlines and its ground service agents must open check-in counters on schedule and conduct check-in procedures in compliance with applicable regulations.

10.1.4 To ensure a smooth travel experience, passengers have the option to check in for their flights through Hainan Airlines' official website, mobile application, or WeChat mini program. Hainan Airlines will allocate seats to passengers based on their ticket conditions and strive to accommodate their seating preferences within the same class of service. However, the availability of a seat that has been specifically chosen by the passenger cannot be guaranteed.

10.1.5 The check-in counter staff reserves the right to refuse check-in for passengers who hold tickets without valid Passenger Name Records (PNRs).

## 10.2 Boarding

10.2.1 Gate closure times may vary between airports. Passengers are advised to carefully read the instructions provided on their paper or electronic boarding pass and arrive at the designated gate before the specified GCT. Failure to do so will result in the passenger being solely responsible for any losses and expenses incurred.

**10.2.2 Prior to boarding the aircraft, passengers must undergo security checks with their baggage and free carry-on items.**

## 10.3 Passengers who miss their flight

10.3.1 If passengers miss their flights for reasons unattributable to Hainan Airlines, they are required to follow the applicable General Conditions and Conditions of Use for Tickets in order to request any changes or refunds for their tickets.

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10.3.2 If passengers miss their flight due to reasons attributable to Hainan Airlines, they are entitled to request an involuntary ticket change. Hainan Airlines or its sales agent will offer free assistance for rebooking or endorsement, subject to seat availability or consent from the airline to which the ticket is being transferred. Change fee and fare differences will not be charged. If the passenger requests a refund, the involuntary refund policy will be applied.

#### 10.4 Passengers who fail to board their flight

10.4.1 If passengers fail to board their flights for reasons unattributable to Hainan Airlines, they are required to follow the applicable General Conditions and Conditions of Use for Tickets in order to request any changes or refunds for their tickets.

10.4.2 If passengers fail to board their flight due to reasons attributable to Hainan Airlines, Hainan Airlines will make arrangements for the next available flight without any additional charges for the change or any fare differences. If the passenger requests a refund, the involuntary refund policy will be applied.

#### 10.5 Passengers who board a wrong flight

If passengers board the wrong flight, Hainan Airlines will make necessary arrangements for them to either board a subsequent flight to their intended destination as specified on their ticket or promptly return to their point of departure. The ticket will not incur any charges and will not be eligible for a refund. If the passenger requests to terminate their journey upon arrival of the wrong flight, the fare difference will not be charged or refunded.

#### 10.6 Cease travel after cabin door closes

10.6.1 If a passenger on a regular flight requests to voluntarily discontinue their travel after the cabin door has been closed at the point of origin, Hainan Airlines will handle the request based on the current conditions of ticket use. If such a request is made at a transit point, the fare and taxes for the unused flight segment will not be refunded.

10.6.2 In case of an irregular flight, whether a passenger's travel is discontinued voluntarily or involuntarily, Hainan Airlines will handle such situations based on policies for involuntary ticket changes and refunds.

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## **11 Refusal of and Limitation on Transport**

### 11 Refusal of Transport

**In order to ensure flight safety, Hainan Airlines reserves the right to refuse carriage of ticketed passengers and their baggage if, in its reasonable judgement, any of the following circumstances apply:**

11.1.1 Passenger or items are prohibited from air travel in accordance with relevant national laws, policies, regulations, and orders;

11.1.2 Passengers are prohibited from air travel due to laws, regulations, orders, or provisions in countries or regions along the flight route or related to the origin, transit, or destination of the passengers;

11.1.3 Passengers refuse or fail to pass security checks, or attempt to carry unexamined baggage;

11.1.4 Passengers' behaviour may jeopardize flight safety or public order;

11.1.5 Passengers are unfit for air travel due to age, mental or physical conditions;

11.1.6 Passengers violate national or regional laws, regulations, governmental rules, or other regulatory documents, or refuse to comply with Hainan Airlines' regulations;

11.1.7 Passengers do not pay applicable fares, taxes, or fees, or fail to comply with their credit agreement with Hainan Airlines or other relevant carriers;

11.1.8 Passengers fail to present a valid ID, or present an ID that does not match the documents used during ticket purchase, or fail to present valid travel documents, or refuse to submit such documents to the crew for safekeeping as required;

11.1.9 Passengers present tickets that have been obtained illegally or were not purchased from the contracting carrier or its authorized sales agent. This prohibition also extends to tickets that have been reported as lost or stolen, forged tickets, tickets with altered flight coupons that have not been processed by Hainan Airlines or its sales agent, or flight coupons that have been tampered with;

11.1.10 Passengers are unable to provide adequate identification that matches the name listed in the "Passenger Name" column on the ticket;

11.1.11 The maximum capacity for special passengers on the flight has been



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exceeded;

11.1.12 The application documents submitted for passengers or baggage with special carriage requirements, or the packaging of checked baggage, do not comply with Hainan Airlines' regulations.

## 11.2 Arrangements for Passengers Denied Boarding

11.2.1 If a passenger is refused boarding and requests a written explanation, Hainan Airlines will promptly provide a Notice of Denial of Transport, unless otherwise required by state regulations. Passengers may choose to **download the Certificate of Denied Passengers or Baggage via Hainan Airlines' mobile application, WeChat subscription, or WeChat mini program.**

11.2.2 Hainan Airlines will arrange for the affected passengers in accordance with the following provisions:

- (1) Ticketed passengers who meet the conditions specified in Paragraphs 11.1.5, 11.1.11, and 11.1.12 of this section are eligible for involuntary refunds;
- (2) Ticketed passengers who meet the conditions specified in Paragraphs 11.1.4, 11.1.9, and 11.1.10 of this section may have their tickets confiscated by Hainan Airlines. If necessary, Hainan Airlines may report the matter to the relevant authorities for further action;
- (3) Passengers who do not meet the conditions outlined in the above Paragraphs(1)、(2) are subject to the provisions on voluntary refunds.

## 11.3 Limitation on Transport

11.3.1 Passengers who require special care during the flight due to their age, physical or mental conditions, or who can only travel under specific circumstances, are subject to carriage restrictions. These may include unaccompanied minors, individuals requiring stretchers, incapacitated passengers, pregnant women at gestational ages between 32 (inclusive) and 36 (exclusive) weeks, passengers necessitating respiratory assistive devices, ill passengers, and disabled or immobilized passengers who require assistance during emergency evacuation. Carriage is subject to the conditions set forth by Hainan Airlines and can only be provided with Hainan Airlines' prior consent and

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necessary arrangements.

11.3.2 To ensure safety, Hainan Airlines limits the number of passengers subject to carriage restrictions on each flight to a specific amount.

11.3.3 Hainan Airlines complies with civil aviation authorities' laws and regulations on air travel for passengers with disabilities and offers transportation services to eligible individuals.

11.3.4 In accordance with the Administrative Measures for Air Transport of Human Organs Intended for Transplantation, Hainan Airlines offers transportation services for passengers who are eligible to transport human donated organs.

11.3.5 For detailed guidelines on transportation and services provided for special passengers, please refer to the official Hainan Airlines website.

## **12 Baggage**

### 12.1 Classification of Baggage

Baggage carried by Hainan Airlines is classified as either checked or unchecked, depending on the responsibility for carriage.

### 12.2 Prohibited Items

**Passengers are strictly prohibited from placing the following items in checked baggage or carrying them into the passenger cabin. Hainan Airlines will refuse to provide transport services for these items:**

12.2.1 Weapons such as firearms (including major parts and components), devices capable of firing ammunition (including projectiles and other items) and causing serious personal injury, or items that may be mistaken for such devices. This includes military guns, official guns, civilian-held guns, prop guns, starter guns, steel ball guns, guns from abroad, all kinds of illegally manufactured firearms, and imitations of the aforementioned items.

12.2.2 Dangerous goods that can cause serious personal injury or endanger aircraft safety, and disrupt transportation order including explosives, gases, flammable liquids, flammable solids, spontaneously combustible materials, substances that emit

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flammable gases when in contact with water, oxidizing agents, organic peroxides, toxic substances, infectious substances, radioactive substances, corrosive substances, and other dangerous items for air transport. Mainly including:

- (1) Explosive or burning substances and devices or items that maybe mistaken for such devices (substances) which include ammunition, demolition equipment, pyrotechnic products, and imitations of these items, such as bombs, grenades, flares, incendiary bombs, smoke bombs, signal flares, tear bombs, poison gas bombs, bullets (lead, blanks, trainer bullets), explosives, detonators, fuses, detonator tubes, fuses, detonating cords, blasting agents, fireworks, smoke crackers, yellow smoke, and other similar items;
- (2) Compressed gases and liquefied gases, such as hydrogen, methane, ethane, butane, natural gas, ethylene, propylene, acetylene (dissolved in a medium), carbon monoxide, liquefied petroleum gas, freon, oxygen (including liquid oxygen devices), carbon dioxide, water gas, lighter fuel, and liquefied gases for lighters;
- (3) Spontaneously combustible materials, such as yellow phosphorus, white phosphorus, nitrocellulose (including photographic film), oil paper, and oil paper products;
- (4) Flammable substances when exposed to water, such as potassium, sodium, lithium, calcium carbide (calcium acetylide), and magnalium powder;
- (5) Flammable liquids, such as gasoline, kerosene, diesel, benzene, **ethanol (alcohol)**, acetone, diethyl ether, paint, paint thinner, pine rosin, and products containing flammable solvents;
- (6) Flammable solids, for example, red phosphorus, flash powder, solid alcohol, celluloids, and foaming agents;
- (7) Oxidizing agents and organic peroxides, such as **potassium permanganate**, potassium chlorate, sodium peroxide, potassium peroxide, lead peroxide, **peracetic acid**, and **hydrogen peroxide**;
- (8) Toxic substances, such as cyanide, arsenic, highly toxic pesticides, and other highly toxic chemicals;

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(9) Corrosive substances, such as sulphuric acid, hydrochloric acid, nitric acid, sodium hydroxide, potassium hydroxide, and **mercury (quicksilver)**;

(10) Radioactive articles, such as radioisotopes;

(11) Other articles that implicitly contain one or more dangerous goods.

12.2.3 Controlled instruments that have the potential to cause personal injury or pose significant hazards to aviation safety and order include knives, military and police equipment, and other instruments that are controlled at the national level. These instruments include daggers (single-edged, double-edged, or multi-bladed sharp knives with hilts, compartments, and blood grooves, and with blade tip angles of less than 60 degrees), triple-pronged scraping knives (knives with three blades for machining), spring knives or switch-blades with a self-locking device (folding knives that can be locked and secured by a spring or latch inside the handle after the blade is deployed or popped out), other similar single-edged, double-edged, or three-edged knives (with a blade tip angle less than 60 degrees and a blade length exceeding 150 mm), as well as various single-edged, double-edged, or multi-edged knives with a blade tip angle greater than 60 degrees and a blade length exceeding 220 mm, batons, stun guns, military or police daggers, handcuffs, thumb cuffs, leg irons, tear gas sprays, and crossbows.

12.2.4 Other items that have the potential to cause personal injury or pose significant hazards to aviation safety and order include:

(1) Pathogens of infectious diseases, such as Hepatitis B, Bacillus anthracis, Mycobacterium tuberculosis, and HIV;

(2) Kindling (including all kinds of ignition devices), such as lighters, matches, cigarette lighters, magnesium sticks (flint);

(3) Power banks and lithium batteries exceeding 8 grams of lithium content or having a rated energy exceeding 160Wh (lithium batteries utilized in electric wheelchairs are subject to specific provisions);

(4) **Alcoholic beverages with an alcohol volume percentage exceeding 70%**;

(5) Strong magnetized objects, items with strong irritating odours or easily causing

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passengers' panic, as well as objects whose nature cannot be determined and may pose danger;

12.2.5 Transporting safe deposit boxes, cash boxes, cash bags, and other confidential equipment that contain hazardous materials, such as lithium batteries and pyrotechnic devices, is strictly prohibited. However, confidential equipment that meets Paragraph 2.3.2.6 of the IATA Dangerous Goods Transportation Rules is permitted;

12.2.6 Devices such as mace, pepper spray, etc. that are irritating or incapacitating;

**12.2.7 Small medical gaseous oxygen cylinders (or empty cylinders) and liquid oxygen devices;**

12.2.8 Gun-type electronic dry powder fire extinguishers;

12.2.9 Electroshock weapons containing explosives, compressed gases, lithium batteries, or other hazardous materials (e.g., tasers);

12.2.10 Matches of any kind (including friction matches and safety matches) as well as lighters (including lighter fluid) and lithium battery-powered lighters;

12.2.11 Small lithium battery-powered balance bikes (e.g., unicycles, mobility scooters, electric self-balancing scooters, etc.) and related components;

12.2.12 Self-heating ready-to-eat food, such as self-heating rice (including instant rice and food-specific heating packs);

12.2.13 Samsung Galaxy Note7;

12.2.14 Avalanche rescue backpacks;

12.2.15 Wild animals and animals with unusual shapes or aggressive characteristics, such as snakes, wolfhound, and Tibetan mastiffs, do not fall within the category of pets (domesticated dogs, cats, birds, etc.) and cannot be transported as baggage.

Exceptions are made for those that comply with pet transportation regulations.

12.2.16 Hainan Airlines deems the following factors as unsuitable for transportation: fragile or perishable articles due to their dangerous or unsafe nature, or due to the packaging, weight, volume, size, shape or the factors taking into account the aircraft type.

12.2.17 Other articles that are prohibited from transportation are as per the national

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laws, administrative regulations, and rules.

12.2.18 Articles that are prohibited from exit, entry, or transit are as per the laws of the People's Republic of China or Transiting Countries.

### **12.3 Items unacceptable as Checked Baggage**

**The following items are not suitable to be carried as checked baggage or placed in checked baggage. If such items included in checked baggage are lost or damaged, Hainan Airlines are liable for them only as common checked baggage:**

- (1) Important documents and data;
- (2) Including but not limited to currency, bills of exchange and other securities;
- (3) Jewellery, precious metals (gold, silver, etc.) and their products;
- (4) Antiques and art works;
- (5) Fragile and perishable items;
- (6) Samples;
- (7) Digital products;
- (8) Travel documents, medical certificates, X-ray film;
- (9) Prescription medications that individuals need to take regularly;
- (10) It is not advisable to check in or pack other items that require special care as checked baggage. Instead, passengers may carry them as hand baggage in the cabin, provided that they adhere to Hainan Airlines' baggage weight and volume limitations.

### **12.4 Items with Limitation on Carriage**

**12.4.1 Regarding the following items, Hainan Airlines enforces strict limitations on their size, weight, quantity, shape, nature of contents, packaging, transportation methods, and supporting documents. These items will only be allowed for transportation if they meet Hainan Airlines' conditions of carriage:**

- (1) Precision instruments and electrical items;
- (2) Guns and ammunition;
- (3) Pets and service dogs (guide dogs, hearing dogs, and assistance dogs);
- (4) Diplomatic mailbags and confidential documents;
- (5) Electric wheelchairs used by travellers during their journey;

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- (6) Beverages containing alcohol;
- (7) Dry ice used for the preservation of fresh and perishable items;
- (8) Liquid goods, such as medicines and cosmetics, required by travellers during their journey. When passengers take international and regional flights, liquid articles shall be carried in a single container with a volume of no more than 100 mL, and at the same time, the container shall be placed in a transparent resealable plastic bag with a volume of no more than 1L, which can be resealed, and each passenger is allowed to carry only one transparent plastic bag at a time, and the exceeding portion shall be transported as checked baggage, except for duty-free goods. When passengers take domestic flights, liquid articles are prohibited to be carried on board (except cosmetics, toothpaste, shaving cream for personal use during air travel, and duty-free goods). Cosmetics for personal use during air travel must satisfy three conditions (limited to one item each, contained in a single container with a volume of no more than 100 mL, and subject to bottle-opening inspection) before they are allowed to be carried along, while toothpaste and shaving creams are limited to one item each and shall not exceed 100 g (mL), except for duty-free products. When passengers transfer to domestic flights from international and regional flights within the same airport control area, their duty-free liquid articles brought in must meet three conditions at the same time (presenting shopping vouchers, placing them in sealed and undamaged transparent plastic bags, and undergoing security checks). If you leave the airport control area in the course of connecting domestic flights, you must check in the duty-free liquids as baggage; liquid dairy products necessary for infants during air travel and liquid medicines necessary for patients with diabetics or other illnesses during air travel can be brought along only after security check;
- (9) Spare batteries (including lithium batteries, nickel-metal hydride batteries and various types of dry batteries) of portable electronic devices, power banks and portable power stations;
- (10) Lithium batteries and power banks with a lithium content of more than 2 grams but not more than 8 grams or a rated energy value of more than 100Wh but not more

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than 160Wh;

(11) Small medical or clinical thermometers containing mercury for personal use;

(12) Mercury barometers or thermometers carried by personnel of the Government Weather Bureau or related official agencies;

(13) Sharp and blunt objects other than controlled knives, such as kitchen knives, fruit knives, table knives, craft knives, scalpels, butcher knives, carving knives, paring knives, scissors, art knives, paper cutters, milling knives, scythes, sickles, swords, halberds and spears for performances, knives and swords that are antiques or souvenirs, as well as sticks (including telescopic sticks and nunchakus), bats, billiard cue sticks, cricket bats, hockey sticks, golf clubs, hiking poles, ski poles, knuckle braces (hand nails), steel files, axes, short sticks and hammers.

12.4.2 For comprehensive guidelines on restricted items, kindly refer to the official Hainan Airlines website or make an inquiry via our hotline 95339.

## 12.5 Restrictions on Baggage Packaging, Volume, and Weight

### 12.5.1 Checked Baggage

12.5.1.1 Checked baggage must be well-packed, well-locked and securely tied, able to withstand a certain degree of pressure, and able to be safely loaded, unloaded and transported under normal operating conditions, and shall comply with the following conditions:

(1) Suitcases, travelling bags and handbags must be securely locked;

(2) Each piece of baggage must be separate and not bundled together;

(3) No other items can be attached or bolted onto the baggage;

(4) Bamboo baskets, net bags, straw ropes, and straw bags are not permitted as outer packaging for baggage;

(5) Baggage cannot be packaged with outer packaging marked or labelled as containing dangerous goods;

(6) The traveller's name, detailed address, and telephone number must be clearly written on the baggage;

(7) Sawdust, grain hulls, and grass clippings are not permitted as lining inside the



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baggage package.

Each piece of checked baggage must not weigh more than 32 kg (70 lbs), and the combined dimensions (length, width and height) must not exceed 203 cm (80 inches). Passengers are advised to contact the cargo department for assistance with baggage that exceeds the aforementioned regulations.

#### 12.5.2 Unchecked Baggage

12.5.2.1 Baggage carried into the cabin must be properly stowed either under the seat in front of the passenger or in the overhead compartment.

12.5.2.2 Unless otherwise specified, business class passengers may carry two pieces of hand baggage, while economy class passengers are allowed one piece. Each piece of hand baggage must not exceed 10 kg (22 lbs) in weight and the total dimensions should not exceed 115 cm (45 inches). Passengers may also bring a few small items, such as handbags, briefcases, laptop bags, camera bags, or similarly sized items, that are well-packed and securely placed under the front seat to avoid scattering, free of charge. Baggage exceeding the above limits will be transported as checked baggage.

12.5.2.3 Passengers travelling with infants may bring liquid or fluid food to feed their infants during the flight, subject to security checks. They may also bring diapers, a portable collapsible baby stroller, and similar equipment into the cabin, provided that the stroller is no larger than 55 cm (22 inches) in length, 40 cm (16 inches) in width, and 20 cm (8 inches) in height when collapsed. Any strollers or equipment items that exceed these dimensions must be transported as checked baggage.

12.5.2.4 Unless otherwise specified, passengers who have mobility impairments due to disability, injury, or illness may bring small-sized auxiliary aids necessary for their journey into the cabin. These aids include crutches, prosthetic limbs, cochlear implants, hearing aids, canes, eyewear, low vision aids, collapsible manual wheelchairs, portable oxygen concentrators, and other respiratory auxiliary aids. If there is no storage facility or space available in the cabin, these aids can be checked in free of charge.

12.5.2.5 If a passenger's baggage, such as musical instruments, is unsuitable for

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carriage in the aircraft's cargo hold and does not comply with Paragraph 12.5.2.2, the passenger must inform Hainan Airlines in advance. Our consent is required for the baggage to be brought into the cabin, and it will be charged and considered as Cabin Baggage (CBBG).

## 12.6 Free Baggage Allowance and Extra Baggage Charges

### 12.6.1 Free Baggage Allowance

12.6.1.1 In the international transportation handled by Hainan Airlines, there are two types of free baggage allowances: weight-based and piece-based. Passengers should carry baggage for free transportation in accordance with the conditions and limits specified by Hainan Airlines.

12.6.1.2 For passengers who have purchased mixed-class tickets, their free baggage allowance will be calculated based on the allowance stipulated for each flight segment's fare class.

12.6.1.3 If multiple passengers travelling together to the same destination or stopover point check in their baggage at the same time and place, their free baggage allowance may be combined according to the respective fare class standards.

12.6.1.4 The free baggage allowance for a passenger who voluntarily changes their ticket will be determined by the provisions of the free baggage allowance that apply to the fare of the new ticket. In case of an involuntary change of ticket, free baggage allowance for the original ticket fare class shall apply.

12.6.1.5 The free baggage allowance for connecting carriage shall be calculated according to the relevant regulations of Hainan Airlines and the IATA.

12.6.1.6 Passengers requiring special assistance when travelling on commercial flights are entitled to free transportation of their auxiliary aids (such as folding wheelchairs, canes, prostheses, etc.). Additionally, passengers using stretchers are allowed a baggage allowance equivalent to the combined allowance of the seats they occupy.

12.6.1.7 The free baggage allowance for passengers occupying additional seats is based on the fare class of the seat occupied and the number of seats occupied. Ticket for hand baggage has no free baggage allowance.

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12.6.1.8 Passengers who hold Fortune Wings Club VIP Membership are entitled to an additional piece of complimentary baggage allowance, in addition to the standard allowance corresponding to their fare class.

#### 12.6.1.9 Baggage Allowance Calculated by Weight

Unless otherwise specified, each passenger is entitled to a complimentary checked baggage allowance as outlined below:

(1) Passengers with adult or child tickets are entitled to 30 kg for business class and 20 kg for economy class;

(2) Passengers with infant tickets, who do not occupy a seat, are not entitled to a free baggage allowance. However, they can check one folding baby stroller free of charge;

12.6.1.10 For further information on free baggage allowance calculated on a per-piece basis, please refer to the section on free checked baggage on the official website of Hainan Airlines.

12.6.1.11 The free baggage allowance on chartered flights is in accordance with the charter agreement.

#### 12.6.2 Extra Baggage Charges

12.6.2.1 Any portion of a passenger's checked or unchecked baggage that exceeds the free allowance of their fare class will be considered as extra baggage and will incur a charge.

12.6.2.2 A receipt must be issued before collecting any extra baggage charges.

12.6.2.3 For information regarding extra baggage charges, please refer to the "Excess Baggage Fees" section on the official Hainan Airlines website.

12.6.2.4 If the charges for additional baggage specified in an Hainan Airlines promotional offer do not meet the above standards, the actual charges will be subject to the terms and conditions of that offer.

#### 12.7 Value Declaration of Baggage

12.7.1 Passengers are allowed to declare the value of their baggage if the value of their checked baggage exceeds **30 USD** per kg or the equivalent in other currencies.

12.7.2 However, the declared value must not exceed the actual value of the baggage.

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The maximum limit for the declared baggage value per passenger is **USD 2,500**. If Hainan Airlines objects to the declared value and passengers refuse inspection, Hainan Airlines is entitled to transport the baggage not in accordance with the declared value.

12.7.3 Hainan Airlines imposes a valuation charge of 5‰ on the portion of baggage value that exceeds the limit specified in Paragraph 12.7.1.

12.7.4 For baggage that has a declared value, additional charges, separate from the valuation charge, will still be applied in accordance with other Hainan Airlines fee regulations.

12.7.5 The value declaration only applies to checked baggage as a whole. Value declaration is not available to any single item in the baggage.

12.7.6 Any hand baggage, pets, or other items carried by the passenger are not subject to the declared value for carriage.

## 12.8 Baggage Collection and Carriage

### 12.8.1 Right to Refuse Carriage

12.8.1.1 Passengers must ensure that their checked and carry-on baggage conforms to the state's regulations on prohibited or restricted items. Hainan Airlines reserves the right to refuse to collect or transport baggage and inform the passenger if any prohibited items are found in their baggage during the process.

12.8.1.2 If a passenger's checked or unchecked baggage is deemed unsuitable for carriage due to its size, shape, weight, contents, features, or for reasons of safe operation or the comfort and convenience of other passengers, Hainan Airlines will request improvements. If the passenger is unable or unwilling to make such improvements, Hainan Airlines reserves the right to refuse carriage of the baggage.

12.8.1.3 Baggage must be properly packed in accordance with Hainan Airlines' requirements. Otherwise, Hainan Airlines reserves the right to refuse its carriage.

### 12.8.2 Inspection Rights

To ensure flight safety and security, Hainan Airlines may request passengers to undergo a security check and allow inspection, scanning, and x-ray of their baggage.

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If necessary, baggage may be inspected in the absence of the passenger. Failure to comply with these regulations may result in Hainan Airlines refusing to transport the passenger's baggage. Hainan Airlines shall not be held liable for any damage caused to passengers or their baggage during the security check, scan, or x-ray, unless it is due to the airline's fault or negligence.

### 12.8.3 Requirements for Baggage Check-In

12.8.3.1 Passengers must check in their baggage with valid tickets.

12.8.3.2 Hainan Airlines will only check in baggage on the day of flight departure. Passengers may have a prior agreement with Hainan Airlines if they desire to check in their baggage in advance.

12.8.3.3 Hainan Airlines will attach a bag tag to each piece of checked baggage and affix an identification tag to the back of the main coupon on the boarding pass. The baggage allowance for group travellers can be combined, and their identification tag will be placed on the back of the main coupon of the group leader's boarding pass.

12.8.3.4 Baggage, whether checked or carried on, must adhere to the check-in regulations specific to the route, which may be based on weight or number of pieces.

12.8.3.5 If a passenger checks in baggage that may give rise to a dispute regarding carriage liability, Hainan Airlines shall notify the passenger of the situation and, with the passenger's consent, affix a bag tag that waives liability. This will absolve Hainan Airlines of any corresponding liability related to the baggage carriage.

12.8.3.6 Hainan Airlines will only transport checked baggage belonging to the passenger themselves. Baggage belonging to others will not be accepted for check-in. Passenger's checked baggage must be unloaded from the aircraft if passengers are refused boarding for security reason or refusal of security check.

12.8.3.7 Hainan Airlines prohibits checking in baggage at the boarding gate, except for baby strollers and assistive devices. Hand baggage may not be carried on the same aircraft with passengers if, at the boarding gate, it is found to be not in conformity with specified limits.

### 12.8.4 Baggage Carriage

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12.8.4.1 Checked baggage shall be transported on the same flight as the passenger. Unless otherwise required by the State, checked baggage that cannot be carried on the same aircraft, whenever possible, will be carried on a subsequent flight, and Hainan Airlines will notify passengers in a timely manner.

12.8.4.2 If aircraft capacity permits, a passenger's extra baggage will be transported on the same flight. If not, and the passenger refuses to have the extra baggage transported on a subsequent available flight, Hainan Airlines reserves the right to refuse carrying such baggage.

#### 12.8.5 Pet Transport

12.8.5.1 Pets are typically limited to domesticated dogs and cats that meet weight limits and can be transported on the same flight as their owners. Ornamental, wild, and potentially dangerous animals of unusual shape, such as snakes, wolfhounds, and mastiffs, are transported as cargo rather than as pets.

12.8.5.2 Pets are typically transported in the cargo hold.

12.8.5.3 Passengers who intend to transport their pets are required to make a reservation through the Hainan Airlines ticket office at least 48 hours prior to the scheduled flight departure. Additionally, they must provide a veterinary certificate of animal quarantine, which should be issued and stamped by a recognized Animal Health Certifying Institute. Furthermore, dogs being transported must have a certificate of vaccination. Upon the consent of Hainan Airlines, passengers may transport their pets as checked baggage. Hainan Airlines does not provide the service of checking pets through to their final destination on itineraries that involve connections. If a passenger has connecting flights, their pet can only be transported on direct flight segments. At the stopover, the passenger must claim their pet and check it in again.

12.8.5.4 Passengers are required to bring their pets and pet shipping crate, along with two copies of the Pet Transportation Agreement and other supporting documents, to the Hainan Airlines counter at least two hours prior to the flight departure to complete check-in procedures.

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12.8.5.5 The pet crate and its packaging must comply with Hainan Airlines' regulations for the transport of pets. If the passenger is unable or unwilling to improve the crate and packaging accordingly, Hainan Airlines reserves the right to refuse carriage.

12.8.5.6 Hainan Airlines reserves the right to decline pet transportation if the number, breed, age, and health condition of the pets, as well as the transport documents, aircraft type restrictions, shipping crate, temperature during transportation, and relevant national policies do not comply with its pet travel regulations.

12.8.5.7 Pet crates must meet the following requirements:

- (1) They must be rigid and specifically designed for air travel, with the ability to prevent pets from damaging the crate, escaping, or protruding body parts that could harm personnel, baggage, cargo, or the aircraft;
- (2) They must allow pets to stand and move comfortably, while also providing proper ventilation to prevent suffocation;
- (3) They must be able to prevent faecal matter from spilling in order to avoid contamination of the aircraft, inboard equipment, and other items.

12.8.5.8 The weight of pets, shipping crates, and pet food is not included in the free baggage allowance. They shall be subject to separate charges based on excess baggage, and the excess baggage fee for routes with weight-based charges is 1.5% of the normal one-way direct fare of economy class. The excess baggage fee for routes with piece-based charges shall be handled according to the pet consignment fee regulations.

12.8.5.9 Hainan Airlines shall not be held responsible for any illness, injury, or death of pets during transport, except in cases where such incidents are caused by Hainan Airlines.

12.8.5.10 The transportation of service dogs, including guide dogs, hearing dogs, and assistance dogs, shall be in compliance with Hainan Airlines' current transportation regulations.

12.8.6 Special Provisions for Cabin Baggage, Valuables and Diplomatic Pouches

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#### 12.8.6.1 Cabin Baggage

(1) Passengers who need to bring baggage that occupies a seat must request permission from Hainan Airlines at the time of seat reservation. The baggage can only be transported after obtaining consent from Hainan Airlines. Cabin baggage has no free baggage allowance.

(2) Passengers are responsible for their cabin baggage, which must not exceed 75 kg in weight or the dimensions of 40cm \* 60cm \* 100cm per piece. The baggage must be appropriately packed. To ensure flight safety, Hainan Airlines will assign seats for passengers and their cabin baggage. Throughout the flight, the baggage must be secured with a safety belt and, if necessary, tied and fastened.

(3) The free baggage allowance does not include cabin baggage. The fare for cabin baggage depends on the availability of the fare classes on sale.

(4) If transportation is provided by successive carriers, the passenger must obtain their consent.

12.8.6.2 Besides adhering to other applicable provisions stated in these Conditions, valuable baggage must be handled in accordance with Paragraph 12.8.6.1 if it requires a seat.

#### 12.8.6.3 Diplomatic Pouch

(1) Diplomatic pouches must be carried by the diplomatic courier and kept under their personal care. If requested by the courier, Hainan Airlines may handle the diplomatic pouch as checked baggage. However, the liability in such cases is equivalent to that of standard checked baggage.

(2) When checking in baggage, the personal baggage and diplomatic pouch of the diplomatic courier can be combined for weight or quantity calculation. Any additional items exceeding the free allowance will result in extra fees.

(3) Passengers who need to transport diplomatic pouches on a separate seat must make a request at the time of booking and obtain approval from Hainan Airlines.

(4) A diplomatic pouch occupying a seat must not weigh more than 75 kg and its dimensions should not exceed 40cm \* 60cm \* 100cm. The fare for diplomatic



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pouches occupying a seat is subject to the availability of the fare classes on sale. In addition, such tickets do not include free baggage allowance.

(5) This Paragraph also applies to confidential documents carried by government personnel.

#### 12.8.7 Illegal Baggage

If a passenger's checked or carry-on baggage contains any prohibited, restricted, or dangerous items, the entire baggage will be deemed illegal and handled by Hainan Airlines in accordance with the following provisions:

(1) Hainan Airlines reserves the right to refuse transportation of illegal baggage discovered at the point of departure. If the baggage is already being transported, Hainan Airlines may cancel the transportation or remove the illegal items before continuing the transportation. In such cases, excess baggage fees shall not be refunded;

(2) If illegal baggage is found at the transit point, carriage will be immediately cancelled, and the excess baggage fee will not be refunded;

(3) Prohibited, restricted, or dangerous items prescribed by the State found in the illegal baggage shall be handed over to the relevant authorities for disposal.

#### 12.8.8 Baggage Return

12.8.8.1 Passengers requesting the return of their baggage at the point of departure must make the request prior to the loading of the baggage onto the aircraft. If a passenger requests a ticket refund, their checked baggage must also be cancelled. In any of the aforementioned scenarios, excess baggage fees will be refunded.

12.8.8.2 Passengers may request the return of their baggage at the transit point if time permits. However, excess baggage fees charged for the unused segment of the flight will not be refunded.

12.8.8.3 When returning baggage with a declared value, the valuation charge can be refunded at the departure point, but not at the transit point.

12.8.8.4 If a passenger needs to be transferred to another Hainan Airlines flight due to reasons attributable to Hainan Airlines, the conditions for baggage carriage will be

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adjusted accordingly. If the excess baggage fees paid previously exceed the current requirements, a refund will be issued. Otherwise, no extra charges will apply. The valuation charge cannot be refunded. If a passenger is transferred to a flight operated by another carrier, their baggage will be returned, and excess baggage fees as well as the valuation charge will be refunded.

## 12.9 Baggage Delivery

### 12.9.1 Baggage Delivery

12.9.1.1 Passengers shall claim their baggage immediately upon arrival using the baggage identification tag. When necessary, passenger tickets shall be presented for inspection.

12.9.1.2 If a passenger does not claim their baggage promptly, Hainan Airlines reserves the right to impose a baggage storage fee starting from 08:00 on the day following the arrival of the baggage. Hainan Airlines has the right to dispose of perishable items in passenger's package 24 hours after baggage arrival.

12.9.1.3 Hainan Airlines delivers the baggage solely on the basis of the identification tag and is not responsible for any losses or expenses resulting from a person other than the passenger claiming the baggage.

12.9.1.4 In the event of delayed checked baggage, Hainan Airlines will promptly notify the passenger when the baggage becomes available for collection. If the delayed arrival of checked baggage was not caused by the passenger, Hainan Airlines will deliver the baggage to the passenger free of charge upon request or negotiate a solution, unless otherwise mandated by the state. Hainan Airlines does not charge a storage fee on delayed baggage.

12.9.1.5 If the passenger does not issue a written objection when collecting the baggage, it will be assumed that the baggage has been delivered in good condition in accordance with the contract of carriage.

12.9.1.6 Passengers must promptly report the loss of their baggage identification tag to Hainan Airlines. In order to retrieve their baggage, passengers must provide adequate proof of ownership and a receipt. Hainan Airlines cannot be held responsible

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if the baggage is claimed by another individual prior to the passenger reporting the loss.

#### 12.9.2 Undeliverable Baggage

Baggage that remains unclaimed for over 90 days after arrival will be considered abandoned and may be disposed of as undeliverable by Hainan Airlines.

#### 12.9.3 Handling of Abnormal Baggage Transport

12.9.3.1 If there is a delay, loss, or damage to baggage during transportation, Hainan Airlines or its authorized ground service agent shall complete an Abnormal Baggage Transportation Report with the passenger and promptly determine the circumstances and reasons. The investigation results will be conveyed to the passenger and other relevant parties. Passengers may claim compensation for their baggage at the place of origin, transit, or destination.

12.9.3.2 In the event that Hainan Airlines is responsible for a passenger's checked baggage not arriving on the same flight as the passenger, resulting in travel inconvenience, one-time compensation fee for temporary living expenses will be provided to the passenger:

(1) The standard for temporary living expenses for business class passengers is 100 dollars, and on this basis, a compensation of 50 dollars is provided for each day of delay. The temporary living expenses for business class passenger are limited to 200 dollars.

(2) The standard for temporary living expenses for economy class passengers is 50 dollars, and on this basis, a compensation of 25 dollars is provided for each day of delay. The temporary living expenses for economy class passenger are limited to 100 dollars.

#### 12.9.4 Claims for Abnormal Baggage Transport

12.9.4.1 If the passenger does not file a written complaint upon collecting their baggage, it is presumed that the checked baggage was delivered in satisfactory condition and matches the information on the carriage bill.

12.9.4.2 If baggage is damaged, passengers must file a written complaint with Hainan

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Airlines within seven days of receiving the baggage or as soon as they become aware of the damage. If baggage is delayed, passengers must submit a written complaint or claim within twenty-one days of receiving the baggage. **Failure to do so will result in the assumption that the passenger has either waived their claim for damages caused by the delay or that no damage has occurred.**

12.9.4.3 To file a complaint or claim, passengers must provide their boarding pass or itinerary (or copies thereof), the baggage identification tag, Abnormal Baggage Transport Record, the excess baggage ticket receipt (or copies thereof), and any other relevant documents that substantiate the contents and value of the baggage.

## **13 Flight Overbooking**

### 13.1 Notice of Information

13.1.1 **To meet the travel needs of more passengers, Hainan Airlines implements overselling while fully considering factors such as routes, flight schedules, timing, aircraft types, and connecting flights. Hainan Airlines strives to minimize instances of denied boarding resulting from overbooking.**

13.1.2 Hainan Airlines also informs passengers of their rights in case of flight overbooking through various channels, including website announcements and verbal notifications.

### 13.2 Request for Volunteers

If there aren't enough seats available for all scheduled passengers, Hainan Airlines or ground service agents will notify passengers either **verbally at check-in counters or boarding gates, or by displaying a request for volunteers** during the check-in process. This notice will detail the compensation and follow-up arrangements for those who voluntarily give up their seats. Hainan Airlines will then seek out volunteers and negotiate the terms for their voluntary cancellation of reservations.

### 13.3 Boarding Priority

If Hainan Airlines or the ground service agent cannot secure enough volunteers, boarding priority will be determined in accordance with principles of public order and

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morality, flight connections, and the requirements of special passengers, including seniors, minors, patients, individuals with disabilities, and pregnant women. Priority will be given to:

- (1) Passengers with special requirements, including seniors, minors, patients, individuals with disabilities, pregnant women, and unaccompanied minors, who have obtained approval from Hainan Airlines for their travel and for whom relevant arrangements have been made in advance;
- (2) Passengers who hold Platinum, Gold or Silver Fortune Wings Club membership;
- (3) Passengers who require international flight connections;
- (4) Passengers who have tight connections.

#### 13.4 Overbooking Service and Compensation

13.4.1 Hainan Airlines offers the following services to passengers who voluntarily give up their seats or are denied boarding:

- (1) Arrange the earliest available seats free of charge on the subsequent flights, allowing passengers to travel as soon as possible;
- (2) Processing involuntary ticket refunds free of charge;
- (3) Processing involuntary ticket changes or ticket endorsements without charging change fees or fare differences;
- (4) Complimentary meals and drinks will be provided during meal times. Furthermore, passengers will be offered free hotel accommodations for rest if the subsequent flight departs more than 4 hours (inclusive) after the original flight.

13.4.2 Besides the services specified in Paragraph 13.4.1, Hainan Airlines will provide financial compensation to those passengers who voluntarily give up their itinerary or are denied boarding if they meet all the following conditions:

- (1) Passengers with confirmed flight seats, including those who have redeemed their free award ticket with points. Passengers with other types of award tickets as well as airlines staff reward or discounted ticket are not eligible.
- (2) Passengers must arrive at the designated counters to complete the check-in

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procedures before the check-in deadline.

(3) Passengers must not meet the conditions outlined in Paragraph 11.1.

#### 13.4.3 Compensation Standards

Passengers who voluntarily give up their seats or are denied boarding due to flight overbooking will receive a monetary compensation of 200 RMB per person. Alternatively, compensation may be provided in the form of FWC Membership Points, equivalent to the cash value.

13.4.4 If there are other provisions in local laws and regulations regarding flight overbooking and passenger denied boarding, such laws and regulations shall apply.

13.5 Passengers who voluntarily give up their itinerary or are denied boarding due to overbooking can obtain the Flight Overbooking Certificate by logging in to the **Hainan Airlines' mobile application, WeChat subscription, or WeChat mini program.**

## **14 Passenger Service**

### 14.1 General Services

14.1.1 As a guiding principle, Hainan Airlines is committed to ensuring the safety of aircraft, regularity of flights, and provision of excellent service. Hainan Airlines shall endeavour to provide all types of passenger transport services, both in the air and on the ground, with a civilized, courteous, and considerate approach.

14.1.2 Unless otherwise specified, passengers on connecting flights are responsible for their own accommodations and transportation expenses between flight connections.

14.1.3 In the event of acute disease, childbirth, or emergency during air transport, Hainan Airlines will take active measures in providing assistance to the best of its ability.

14.1.4 During air travel, Hainan Airlines will provide passengers with beverages and meals in accordance with regulations.

### 14.2 Third-Party Services

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14.2.1 When arranging third-party services (excluding air transportation) or providing tickets or receipts for such services (e.g. ground transportation, hotel reservations and vehicle rentals) for passengers, Hainan Airlines acts solely as an agent. Hainan Airlines will not be held liable for the provision or quality of such additional services. The terms and conditions of the third-party service provider shall apply.

14.2.2 These Conditions shall not apply to any ground transportation services provided by Hainan Airlines to passengers.

## **15 Conduct Abroad Aircraft**

### 15.1 General Provisions

15.1.1 Passengers are required to comply with civil aviation regulations and maintain appropriate conduct while on board. If passengers notice any suspicious activity, they should report it to the crew members. If passengers assist crew members in handling disruptive behaviour or illegal interference, they must follow the crew members' instructions.

15.1.2 In compliance with civil aviation security regulations, Hainan Airlines retains the authority to implement essential measures to control or subdue passengers who occupy a seat that is not assigned to them and refuse to vacate it, insult or assault others, impede the crew from fulfilling their duties, hijack the aircraft, cause damage to facilities or equipment on board, or engage in any other conduct that disturbs public order, endangers public safety, and violates public security. The offender shall be surrendered to the appropriate public authorities for legal proceedings. In severe cases, they may be subject to criminal prosecution.

### 15.2 Countermeasures for Unlawful Interference and Disruptive Behaviour

#### 15.2.1 Disruptive Behaviour

The flight crew is authorized to take necessary control measures against individuals who disrupt the order on the aircraft, obstruct the flight crew from performing their duties, and refuse to comply with instructions. The crew may also ask such individuals to leave the aircraft before take-off or after landing.

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### 15.2.2 Unlawful Interference

The flight crew is authorized to take necessary measures to prevent and subdue acts of unlawful interference on the aircraft and other actions that pose a serious threat to flight safety. Passengers are expected to provide assistance when necessary.

### 15.2.3 Flight Plan Adjustment

If there are any disruptive or illegal activities that pose a serious threat to flight safety on board, the captain may adjust the flight plan or take necessary measures to the aircraft.

## 15.3 Guidelines for the Use of Portable Electronic Devices (PEDs)

15.3.1 Passengers are prohibited from using PEDs that actively transmit radio signals and are not necessary for normal flight operations without prior permission from Hainan Airlines. Such devices include cell phones that cannot deactivate signal transmission even in flight mode, portable TVs, radio receivers and transmitters, toys with wireless remote controls, other remote-control electronic devices, portable power banks, and any other electronic devices that may interfere with the aircraft.

15.3.2 PEDs used during the flight must be small enough to be held with one hand and set to either “End Transmission” or “Flight Mode”. Both WI-FI and Cellular Data must be turned off. The combined dimensions of the PED should not exceed 31 cm. This applies to devices such as cell phones, e-book readers, tablets, MP3 or MP4 players, gaming consoles, smart watches, electronic medical assistive devices like hearing aids and pacemakers, electric shavers, electric toys without wireless remote controls, portable CD players, cameras, and other PEDs that do not have radio transmission capabilities.

15.3.3 PEDs that are only allowed for use during cruising altitude include laptops. After reaching cruising altitude, passengers are able to connect their laptops or tablets to the on-board WI-FI network (WLAN or ATG) on select aircraft types.

15.4 Smoking, including both conventional cigarettes and e-cigarettes, is strictly prohibited on all Hainan Airlines flights in all areas of the aircraft.

15.5 Passengers are not allowed to consume any alcoholic beverages that are not



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supplied by Hainan Airlines during the flight.

15.6 Passengers are required to fasten their seat belts as directed by the crew throughout the entire flight.

## **16 Administrative Formalities**

16.1 Passengers must fully comply with the laws, regulations, orders, requirements, and travel conditions of the countries of departure, transit, and arrival. Failure to comply with these regulations may result in the inability to board the flight or reach the intended destination. Hainan Airlines shall not be held liable for any losses incurred. Hainan Airlines will not be held responsible for any aid or guidance, whether written or otherwise, provided by its employees or agents to assist passengers in obtaining required documents or visas, or in adhering to the aforementioned laws, regulations, orders, requirements, travel conditions, etc. Furthermore, Hainan Airlines shall not be liable for any resulting consequences arising from the failure to obtain necessary documents or visas, or to comply with the aforementioned laws, regulations, orders, requirements, travel conditions, etc.

16.2 Passengers are required to provide all necessary documents, including but not limited to exit, transit, entry, and health documents, as per the laws, regulations, orders, requirements, or travel conditions of the relevant country or region. Hainan Airlines may collect and retain copies or photocopies of these documents. Hainan Airlines reserves the right to refuse carriage to any passenger who fails to comply with the above regulations, whose documents do not meet the requirements, or who does not allow Hainan Airlines to collect and retain copies or photocopies of these documents.

16.3 If a passenger is refused transit or entry by the government of their transit or destination country (region), resulting in Hainan Airlines returning the passenger to their point of origin or another location as directed by the government, the passenger is responsible for paying the corresponding fare as per Hainan Airlines' regulations. Hainan Airlines may deduct the fare from unused flight segments or amounts already

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paid by the passenger. No refund will be issued for the ticket used to transport the passenger to the location of entry refusal or repatriation.

16.4 The passenger is responsible for fully reimbursing Hainan Airlines for any fines, penalties, or expenses paid or advanced by Hainan Airlines as a result of the passenger's failure to comply with the laws, regulations, orders, requirements, or travel conditions of the relevant country (region), or for not presenting the necessary documents.

16.5 Passengers are required to undergo security checks conducted by the government, airport administrative departments, or Hainan Airlines. Hainan Airlines reserves the right to refuse carriage to any passenger who refuses to undergo a security check or any baggage that has not undergone a security check.

16.6 Passengers are required to be present during inspections of their checked or unchecked baggage conducted by relevant government agencies. Hainan Airlines shall not be held responsible for any losses resulting from the absence of passengers.

## **17 Liability for Damage and Compensation Limit**

### 17.1 General Provisions

17.1.1 Subject to the liability limits specified in the Montreal Convention and the following provisions, Hainan Airlines shall be responsible for accidents resulting in injury or death of a passenger while on board the aircraft or during boarding or disembarkation. However, Hainan Airlines shall not be liable for compensation if the passenger's age, mental or physical condition causes or contributes to their personal injury, death, or deterioration of their condition during the carriage.

17.1.2 Hainan Airlines shall not be held liable for any damages resulting from Hainan Airlines' compliance or passengers' noncompliance with national laws, regulations, orders, or requirements.

17.1.3 Hainan Airlines shall be held liable for events occurring during air carriage that result in any destruction, loss, or damage to passengers' checked baggage.

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17.1.4 Hainan Airlines shall be held liable for any destruction, loss, or damage to passengers' carry-on baggage caused by Hainan Airlines, its employees or agents during events that occur on Hainan Airlines' aircraft or during the passenger's boarding or disembarking from Hainan Airlines' aircraft.

17.1.5 Hainan Airlines shall not be held liable for any destruction, loss, or damage to checked or carry-on baggage resulting from the characteristics, quality, or defects of the baggage itself.

17.1.6 Carriage operated jointly by Hainan Airlines and other carriers under a single or conjunction ticket shall be considered as a singular carriage. Hainan Airlines will only be liable for losses that occur during its own operated flights. When issuing tickets or checking in baggage for flights operated by other carriers, Hainan Airlines acts as an agent for those carriers. Passengers can file a claim for their checked baggage with either the first or last carrier listed on their ticket or baggage receipt.

17.1.7 Hainan Airlines shall be held liable for any losses suffered by passengers or their baggage due to flight delays. However, Hainan Airlines will not be responsible for losses caused by delays if it can demonstrate that it, its employees or agents have taken all reasonable measures to prevent such losses or that it was impossible to take such measures.

17.1.8 If the claimant is proven to be at fault, Hainan Airlines shall be exempt from or have its liability reduced proportionately based on the degree of fault that caused or contributed to the loss during the transportation of passengers and baggage. This exemption or reduction also applies when a third-party claims compensation for the death or injury of a passenger, and it is proven that the passenger's own fault caused or contributed to the death or injury. This Paragraph applies to all liability provisions in these Conditions.

17.1.9 Hainan Airlines' liability shall not exceed the actual damages suffered by the passenger. **Hainan Airlines shall not be held liable for any indirect or consequential damages.**

17.1.10 Hainan Airlines' liability is limited to compensatory damages only under

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these Conditions. Hainan Airlines shall not provide any punitive, exemplary, or non-compensatory damages under any circumstances.

#### 17.2 Limit of Liability for Death or Personal Injury

When Hainan Airlines is liable for damages to each passenger under Paragraph 17.1.1, the liability shall be limited to the amount specified in the Montreal Convention, subject to the following circumstances:

- (1) If the injury or death of the passenger is not a result of the negligence or any other wrongful act or omission by Hainan Airlines, its employees or agents;
- (2) If the injury or death of the passenger is caused by the negligence or any other wrongful act or omission of a third-party.

#### 17.3 Limit of Liability for Delay and Damage to Baggage and Cargo

17.3.1 If a passenger suffers any loss as a result of delay, Hainan Airlines' liability limit for each passenger shall comply with the relevant provisions of the Montreal Convention.

17.3.2 Should any baggage be destroyed, lost, damaged, or delayed during transportation, Hainan Airlines' liability limit for each passenger shall comply with the relevant provisions of the Montreal Convention.

## **18 Passenger Complaints**

If passengers have any opinion on the services provided by Hainan Airlines, its sales agents, on-line sales platforms, or ground service agents may contact Hainan Airlines through the following channels:

- (1) 24-Hour Passenger Feedback Hotline: 95339; Service Quality Supervision: (86-898) 66709315 (Working hours:08:30-12:00AM and 13:00-17:30PM, Monday to Friday;Closed on weekends and public holidays);
- (2) Email Address: [customer.care@hnair.com](mailto:customer.care@hnair.com);
- (3) Postal Address: Service Quality Supervisory Centre, Service Quality Management Department, Hainan Airlines Holdings Co., Ltd. at Haiji Building, Meilan Airport, Hainan Airlines Operational Base Haikou, Hainan Province, Postal Code 571132.

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## **19 Validity and Amendment**

19.1 These Conditions will take effect on June 1st, 2024 and will be published on the official website of Hainan Airlines. Any amendments to these Conditions shall be promptly updated in the record filed in the Civil Aviation Service Quality Supervision Platform within five working days from the date of change. The recorded version shall be in line with the Conditions announced to the public. The General Conditions, which were announced and implemented on January 1st, 2024, will be repealed as of the aforementioned effective date. Any passenger tickets purchased before June 1st, 2024 will remain subject to the Conditions that were applicable at the time of purchase.

19.2 Hainan Airlines reserves the right to amend its conditions of carriage, transport regulations, fares, and fees in accordance with the procedures prescribed by the Civil Aviation Administration of China, without prior notice. However, such amendments do not apply to the transportation that has already commenced or tickets that have been purchased before the implementation of such amendments.

19.3 Hainan Airlines' sales agents or employees do not have the authority to alter or contravene any provisions of these Conditions.

19.4 This condition is written in Chinese, and translated into other language versions. In the event of any inconsistency between the Chinese version and other language versions, the Chinese version shall prevail.

## **20 Supplementary**

In response to the frequent updates to certain items in these Conditions, Hainan Airlines has formulated specific regulations regarding “Free Checked Baggage and Excess Baggage Charges on Hainan Airlines International and Regional Routes” and “Special Passenger Carriage Standards, Passenger Health Guidelines, and Special Passengers Boarding Instructions”, the regulations set forth above are deemed to be incorporated in and made a part of the Conditions. If there is any inconsistency between the regulations above and the Conditions, the specific regulations shall apply

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and take precedence and prevail over these Conditions.