

# **General Conditions of International Passenger and Baggage Transportation of Hainan Airlines Holding Co., Ltd.**

## Statement

In accordance with related laws and administrative regulations, such as Regulations on the Passenger Services in Public Air Transport (Order No. 3, Ministry of Transport of the People's Republic of China, 2021), Civil Aviation Law of the People's Republic of China, Law of the People's Republic of China on Protection of Consumer Rights and Interests, E-Commerce Law of the People's Republic of China, Warsaw Convention, and Montreal Convention, the General Conditions of International Passenger and Baggage Transportation of Hainan Airlines Holding Co., Ltd. (hereinafter referred to as "the Conditions") is hereby formulated, with a view to regulating the order of public air transportation, strengthening the lawful rights and interests of passengers, and clarifying various rights and obligations between passengers and Hainan Airlines Holding Co., Ltd. (hereinafter referred to as "Hainan Airlines").

The Conditions, serve as the text of the air transportation contract which is officially entered into between passengers and Hainan Airlines. It is a legal document that has established the legal relationship under the air transportation contract between the two parties and clarified the rights and obligations of both parties. The flight regulations issued by Hainan Airlines, including but not limited to the ticket sales, refund, and change of passenger tickets, as well as the transportation standards of special passengers, such as infants, pregnant women, unaccompanied children, seriously ill patients, are deemed to as part of the Conditions and have the same legal force as the Conditions.

The Conditions, as the basis and guidelines for Hainan Airlines' staff responsible for international ticket sales, passenger and baggage transportation, and ground services, as well as the airline sales agents and ground service agents to sell passenger tickets and provide related services to passengers, must be strictly implemented by all related business units.

## Special Note:

The Conditions are formally developed by Hainan Airlines, submitted to the Civil Aviation Service Quality Supervision Platform for the record, and made public through Hainan Airlines' official website due to the uniqueness of the air

transportation industry and relevant national requirements. It is advised that passengers thoroughly read the Conditions in advance, paying special attention to the language in bold. Please inform Hainan Airlines in writing before buying a ticket if you have concerns about any part of the terms and conditions listed here or if you think any of the terms and conditions need to be changed. Every passenger who directly or indirectly applies for a ticket from Hainan Airlines through a third party, or who does not apply for a ticket from Hainan Airlines but boards Hainan Airlines flights, is presumed to have agreed to all of the terms in the Conditions and to abide by them.

General Conditions of International Passenger and Baggage Transportation of Hainan Airlines Holding Co., Ltd. was officially put into effect on October 26, 2023.

Special Statement

Hainan Airlines Holding Co., Ltd.

October 26, 2023

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# Chapter 1 General Rules

## Section 1 Definitions

### Article 1 Definitions

General Conditions of International Passenger and Baggage Transportation of Hainan Airlines Holdings Co. Ltd (hereinafter referred to as "General Conditions") serve as the text of the air transportation contract which is officially entered into between passengers and Hainan Airlines. It is a legal document that has established the legal relationship of the air transportation contract between the two parties and clarified the rights and obligations of both parties. The Hainan Airlines-issued ticket, air transport itinerary of electronic ticket, and other documents are all considered to be part of the air transportation contract and have the same legal force as the Conditions. The terms in the General Conditions have the meanings listed below, unless otherwise required by specific provisions or expressly provided otherwise:

1. "Convention" refers to the Convention for the Unification of Certain Rules to International Air Carriage (Warsaw Convention), which was officially signed at Warsaw on October 12, 1929, the Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Air Carriage Signed at Warsaw on October 12, 1929 (The Hague Protocol), which was officially signed at the Hague on September 28, 1955, and the Convention for the Unification of Certain Rules to International Air Carriage (Montreal Convention 1999), which was officially signed at Montreal on May 28, 1999.
2. "International Air Transportation", unless otherwise specified in the convention, refers to the transportation where, according to the air transportation contract signed by parties involved, the place of departure or the destination or agreed stopover place, despite a break or a need to transfer in the transportation, is not within the People's Republic of China.
3. "Carrier" refers to the public air transportation enterprise that transports passengers and baggage via civil aircraft for profit.
4. "Contracting Carrier" refers to the carrier that uses its ticket stock and ticket numbers to sign an air transportation contract with passengers.

5. "Actual Carrier" refers to the carrier that carries out related transportation businesses based on the authorization of the contracting carrier.
6. "Airport Management Authority" refers to the legal entity established in accordance with laws or entrusted with the responsibility for airport security and operation management.
7. "Ground Service Agent" refers to the enterprise which is established in accordance with the laws of the People's Republic of China, signed a ground agency agreement with the carrier, and engages in the ground service agency business of the public air transportation in the airports of the People's Republic of China.
8. "Ground Service Agent of Hainan Airlines" refers to the ground service agent who has been appointed by Hainan Airlines to provide ground service for its flights.
9. "Airline Sales Agent" refers to an enterprise which is established in accordance with the laws of the People's Republic of China, signed a sales agency agreement with the carrier, and engages in the passenger service sales of the public air transportation.
10. "Sales Agent of Hainan Airlines" refers to the agent who signed the sales agency agreement with Hainan Airlines and engages in the sales of Hainan Airlines' passenger services.
11. "Operator of Airline Sales Network Platform" refers to the enterprise formally established in accordance with the laws of the People's Republic of China, which, in E-commerce, provides services for network business operation, transaction facilitation, and information distribution for carriers or airline sales agents and enables them to independently carry out sales activities for public air transport passenger services.
12. "Aviation Information Enterprise" refers to the enterprise that provides the passenger seat reservation, boarding registration, and other related systems in the field of public air transportation.
13. "Civil Aviation Administrative Organ" refers to the civil aviation administration and civil aviation regional administration.
14. "Public Air Transport Passenger Services" refers to the service provided by carriers to flight passengers from the airport of departure to the airport of destination, using civil aircraft.
15. "Code-share Flight" refers to the flight in which a carrier agrees to permit another carrier or carriers to use its flight code during operation. In a code-share

flight, the party performing the flight operation is deemed as the actual carrier, while the other party deemed as the market partner.

16. "Hainan Airlines" is the abbreviation of Hainan Airlines Holding Co. Ltd; IATA two-character code: HU, ICAO specified code: CHH, International Air Transport Association IATA settlement code 880, website: [www.hnair.com](http://www.hnair.com), [www.hainanairlines.com](http://www.hainanairlines.com)).

17. "Hainan Airlines Regulations" refers to the rules developed and published by Hainan Airlines in accordance with relevant laws and regulations for the purpose of managing the transportation of passengers and their baggage. These rules are valid for both parties under the contract as of the date of ticket issuance and include applicable fares and conditions.

18. "Passenger" refers to the individual who travels on a civil aircraft and has an air passenger transportation contract with the carrier.

19. "Children" refers to the individuals who are at least 2 weeks old but under 12 years old by the date the air travel begins.

20. "Infants" refer to the individuals who are less than two weeks old by the date the air travel begins. Hainan Airlines does not accept the boarding of newborns younger than 14 days old for medical and safety reasons.

21. "Unaccompanied Children" refers to the children who are at least 5 years old (inclusive) but under 12 years old and who are not accompanied by an adult at least 18 years old with civil capacity.

22. "Ticket" refers to a type of transportation certificate, including paper ticket and electronic ticket.

23. "Paper Ticket" refers to the certificate called as "Ticket" and baggage ticket voucher filled out by the carrier or on behalf of the carrier, including the conditions of the contract of transportation, declaration, notice, as well as passenger coupon and flight coupon.

24. "Passenger Coupon" refers to the part of the paper ticket marked as "Passenger Coupon" and is always held by passengers.

25. "Flight Coupon" refers to the part of the paper ticket marked as "Applicable to Transportation", which indicates that the flight coupon is applicable to transportation between two designated locations.

26. "Electronic Ticket" refers to a valid transportation certificate in the form of electronic data, which is sold by the carrier or sales agent with the right to transport. It is an electronic substitute for paper ticket.

27. "Air Transport Electronic Ticket Itinerary" refers to the evidence of payment or reimbursement voucher, which proves that passengers have purchased the carrier's electronic ticket for civil air transportation and reminds passengers of their Itineraries. "Date of Ticket Issuance" in the lower right corner of the "Air Transport Electronic Ticket Itinerary" refers to the date when passengers print their itinerary of electronic ticket. It is not associated with the validity of the ticket.

28. "Conjunction Ticket" refers to the ticket that is issued to a passenger in conjunction with another ticket and constitutes a single contract of transportation.

29. "Connected Ticket" refers to the ticket for 2 (or more) consecutive voyages connected by different flights under the single contract of transportation.

30. "Round-trip Ticket" refers to the ticket from the place of departure to destination and back to the original place of departure according to the original voyage under the single contract of transportation.

31. "Confirmed Date Ticket" refers to the ticket that specifies the flight, boarding date, and reserved seat.

31. "Open-date Ticket" refers to the ticket that does not specify the flight, boarding date, and reserved seat when it is sold for the first time.

33. "Ticket Purchased" refers to the state under which the air transportation contract is established according to the laws or the agreement of the parties involved.

34. "Change of Ticket" refers to the rescheduling, change of cabin class, and change of flight.

35. "Voluntary Refund" refers to the refund requested by passengers for their own reasons.

36. "Involuntary Refund" refers to passenger refund due to reasons that the flight has been cancelled, delayed or arrived ahead of schedule, or the flight voyage is changed, cabin class is changed, or the carrier is unable to operate the original flight.

37. "Voluntary Change of Ticket" refers to the change of ticket requested by passengers for their own reasons.

38. "Involuntary Change of Ticket" refers to passenger's request for the change of ticket due to reasons that the flight has been cancelled, delayed, or arrived ahead of schedule, or the flight voyage is changed, cabin class is changed, or the carrier is unable to operate the original flight.

39. "Carrier's Reasons" refers to the internal management reasons of the carrier, including aircraft maintenance, flight deployment, crew deployment, etc.

40. "Non-carrier Reasons" refers to other reasons not associated with the internal management of the carrier, including weather, emergencies, air traffic control, security check, and passengers.

41. "Day" refers to the calendar day, including the 7 days of a week. When sending a notice to passengers, the date of notice issuance is not counted; When determining the validity period of the ticket, the date of ticket issuance and date when a flight starts its journey are both not counted.

42. "Baggage" refers to the articles that the carrier agrees to transport and that the passengers carry during the trip, including checked baggage and non-checked baggage.

43. "Checked baggage" refers to the baggage which passengers hand over to the carrier for transportation with the baggage transportation certificate.

44. "Non-checked Baggage" refers to the baggage taken care of by passengers themselves, including: hand baggage, free carry-on baggage, cabin baggage, etc.

45. "Hand Baggage" refers to the baggage that is agreed to be handed over to Hainan Airlines for weighting or counting, and is handled by passengers themselves throughout the trip, including the stopover.

46. "Free Carry-on Baggage" refers to the small items that passengers may bring on board the aircraft at no cost for the duration of the flight, including the stopover, as long as they meet Hainan Airlines' requirements for variety and quantity and have its permission to do so.

47. "Baggage Tag Identification Coupon" refers to the certificate issued by Hainan Airlines to passengers for the identification of checked baggage.

48. "Baggage Ticket" refers to the part of ticket related to the transportation of passengers' checked baggage.

49. "Stopover Location" refers to a spot where a passenger intends to stop along his or her travel path but is not the passenger's place of departure or destination.

50. "Stopover Place" refers to the trip interruption between the place of departure and destination, which is intentionally arranged by passengers with the prior consent of the carrier.

51. "Losses" refer to any harm sustained during or in connection with transportation or happening during the provision of other services by the carrier, such as death, harm, delay, loss, partial loss, or other damages.

52. "Transportation Fare" refers to the fares, charges and/or related conditions of use published by the airline. If necessary, the proper authorities' consent must be sought.

53. "Fares" refers to the price of air transportation services provided by the carrier using civil aircraft to transport passengers from the airport of departure to the airport of destination, excluding the taxes and fees collected in accordance with national laws and regulations.

54. "Ordinary Fares" refers to the highest fare offered during the validity period of fares for both business and economy cabin classes. The "ordinary fares" is based on the fare the carrier officially announces on the day of the start of passenger boarding.

55. "Preferential Fares" refers to the fare lower than ordinary fare and subject to the restrictions on use. The "preferential fares" is based on the fare the carrier officially announces on the day of the start of passenger boarding.

56. "Special Drawing Rights" refers to the special drawing right as defined by International Monetary Fund.

57. "Scheduled Departure Time" refers to the departure time authorized by the flight time management department.

58. "Scheduled Arrival Time" refers to the arrival time authorized by the flight time management department.

59. "Deadline for Completing the Check-in Procedures" refers to the deadline by which passengers can not check in for the flight. The deadline for completing the check-in procedures is determined in accordance with the regulations issued by each airport or by Hainan Airlines.

60. "Conditions For Using The Ticket" refers to the fare rules applicable to the designated seat class codes or types of fare.

61. "Ticket Rescheduling" refers to the change of flight time and flight date of the same carrier as specified in the ticket.



62. "Change of Flight" refers to the change of the carrier specified in the ticket.
63. "Connecting Flight" refers to 2 or more flights listed in a single contract of transportation.
64. "Missed Flight" refers to a circumstance in which a passenger fails boarding either because of identity document compliance issues or failure to finish the check-in process within the allotted time.
65. "Take a Wrong Flight" refers to a circumstance in which a passenger takes a flight other than the one specified in the ticket.
66. "Miss a Flight" refers to a circumstance in which a passenger fails to board the flight specified in the ticket after complete the check-in procedures or when make a transit at the stopover airport.
67. "Small Animals" refer to any tiny animals that a passenger consigns, such as cats, dogs, or other small household pets.
68. "Overbooking" refers to the situation where the carrier sells more seats than the number of seats available on a flight to reduce the number of seats that would otherwise go empty.
69. "Force Majeure" refers to the objective circumstances that cannot be foreseen, avoided, or overcome, including but not limited to natural disasters (fire, drought, earthquake, windstorm, snowstorm, landslide, flood, etc.), act of government (government intervention, ban, etc.), and social events (war, unrest, strike, epidemic, etc.).

## Section 2 Scope of Application

### Article 2

1. The Conditions shall apply to international air transportation in which Hainan Airlines obtains remuneration for transporting passengers and baggage by air, unless otherwise specified in 2, 3, 4, 5, and 6 of the Article.
2. The Conditions shall also apply to free and preferential fares for transportation unless otherwise specified in the conditions of use of free and preferential fares, contracts, and tickets. Special conditions and transportation fare rules shall prevail over the Conditions in the event of a conflict between the two.

3. Passengers and their baggage transported by chartered flights under the terms of the Hainan Airlines charter contract must abide by the terms of the charter contract, and the provisions of the Conditions shall take precedence over any terms not included in the charter contract.

#### 4. Codeshare

The General Conditions of transportation of Hainan Airlines also apply to the code-share flights operated by other carriers. However, each actual carrier of a code-share flight has its own general conditions of transportation or transportation regulations with respect to the operation of its own flights, which may differ in part from Hainan Airlines' general conditions of transportation. These different rules and conditions of carriage established by the actual carrier will be considered part of Hainan Airlines' general conditions of transportation on code-share flights, and will take precedence over Hainan Airlines' general conditions of transportation on these code-share flights. For code-share flights, the differences between the regulations and conditions of Hainan Airlines and actual carrier could involve, 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 baggage, allowance of carry-on items, charging standards for excess baggage, etc.;
- (4) Guidelines for handling flight overbooking, passenger service, compensation for delayed flight departure, etc.;
- (5) Passenger's behaviour on the flight;
- (6) Liability for losses and indemnity.

5. Should a provision of the Conditions conflict with a provision of the international conventions, national laws, government regulations, orders, or requirements, the conflicting provision of the international conventions, national laws, government regulations, orders, or requirements in question shall take precedence, and the remainder of the Conditions shall remain in force.

6. The latest regulations issued by Hainan Airlines shall take precedence over any provisions of the Conditions that are in conflict with the latest regulations; The remainder of the Conditions, except the inconsistent provisions, shall remain in force.

# Chapter 2 Ticket Sales

## Section 1 General Provisions

### Article 3

The ticket is a type of transportation certificate, which includes paper ticket and electronic ticket. A ticket is the prima facie evidence of the air transportation contract between the carrier and passenger whose name is listed on the ticket. The conditions of contract contained in the ticket are a summary of the terms and conditions specified in the General Conditions of Transportation of Hainan Airlines.

### Article 4

The ticket is nominative and is only valid for the person whose name appears on the ticket and is consistent with the name on his or her identity document.

### Article 5

Tickets are not transferable. Tickets that have been transferred are invalid and non-refundable. If a ticket is presented by the person not entitled to boarding or receive a refund, and Hainan Airlines provides the transportation service or refund to such person without intention or any fault, Hainan Airlines shall not be held responsible for the original owner of the ticket.

### Article 6

Without Hainan Airlines' official consent, tickets cannot be changed. Tickets that have been changed without Hainan Airlines' official consent are invalid and non-refundable.

### Article 7 Requirements for the Use of Tickets

1. Each passenger shall have a ticket.
2. When requesting for boarding, a passenger shall present the valid ID identical to the one used to purchase the ticket and comply with the following provisions:
  - (1) Paper ticket holders who cannot provide a valid ticket issued in accordance with the regulations of Hainan Airlines with the flight coupon of the aircraft they wish to board as well as any additional unused flight coupons or passenger coupons will not be permitted to board the aircraft. Passengers presenting a defective ticket or a

ticket not altered by Hainan Airlines or its sales agents will not be permitted to board the aircraft.

(2) Passengers with electronic tickets can only board the aircraft before their tickets are validated by Hainan Airlines or its ground service agents. The Air Transport Electronic Ticket Itinerary shall not be used as a required document for handling check-in procedures and security checks at the airport, but only as a reimbursement voucher of electronic ticket and a reminder of the passenger's itinerary.

3. The cabin class must be specified for each flight segment. Meanwhile, the reserved seat and date must also be indicated for the flight before Hainan Airlines provides the transportation service. As to the segments for which seats have not been reserved, Hainan Airlines shall reserve seats for passengers upon request in accordance with the applicable ticket fares and availability of seats on the flight the passengers are about to board.

4. Within the validity period of ticket, passengers must complete all of the journeys listed on their tickets or follow the procedures for change of ticket, change of flight, or ticket refund. Expired tickets and taxes and fees are both non-refundable.

5. Passengers shall travel in accordance with the voyage specified in the ticket and may not end their journey in advance at a stopover location without the express permission of Hainan Airlines.

6. A confirmed date ticket is only valid for the carrier, boarding date, flight, and cabin class as specified on the ticket, while an open-date ticket can only be used after the seat has been reserved. If passengers cancel the seat reservation for a confirmed date ticket, only once the seat has been reserved may the ticket be used again.

## Section 2 Validity Period of Tickets

### Article 8

1. The validity period of a ticket lasts one year from the date a passenger starts travelling, unless otherwise specified in the paragraph 3 of this Article. If the first segment of the ticket is not utilized or is an open-date ticket, the validity period lasts one year from the date of ticket issuance.

2. If the first segment of the ticket has been utilized, the entire ticket or conjunction ticket will be valid for 1 year from the date the passenger starts travelling, and the validity period will remain the same even if the ticket is changed or exchanged for another ticket. If the original ticket is not used at all, the validity period of the

ticket after the change of the ticket or exchange for another ticket shall remain valid for one year from the date the passenger begins travelling. If the first segment of the ticket after the change of the ticket or exchange for another ticket is not used or is an open-date ticket, the ticket shall remain valid for 1 year from the date of change or from the date of exchange.

3. Passengers must complete their travel within the fare validity period for tickets with a limited fare validity that is clearly stated on the ticket or advised at the time of purchase. Tickets that exceed the fare validity period may be subject to fare recalculation or refund within the validity period of the ticket.

4. Unless otherwise specified, the validity period of ticket is determined from 00:00 on the day the flight takes off or the day of ticket issuance to 00:00 on the day that the validity period ends.

### Section 3 Extension of Validity Period of Tickets

#### Article 9

1. If a passenger is unable to board a flight during the ticket's validity period due to one of following reasons with respect to Hainan Airlines, the ticket's validity period will be extended until the appearance of the first flight on which Hainan Airlines can accommodate the passenger based on the cabin class specified on the original paid ticket:

- (1) Cancel the flight for which the passenger has already reserved a seat;
- (2) Fail to stop at a stopover location that happens to be the passenger's place of departure, destination, or stopover place;
- (3) Fail to conduct the flight properly in accordance with the flight schedule;
- (4) Cause a passenger to miss the connecting flight;
- (5) Fail to provide the seat that has been reserved by passengers in advance.
- (6) Change the passenger's cabin class.

2. If a passenger holding a regular fare ticket or a preferential fare ticket with the same validity period as a regular fare ticket fails to travel within the validity period because Hainan Airlines fails to provide a seat for the passenger in accordance with the cabin class specified on the ticket at the time of seat reservation, the validity period of the ticket may be extended until the appearance of the first flight on which

Hainan Airlines can accommodate the passenger based on the cabin class specified on the original paid ticket, but shall not exceed over 7 days.

3. The validity period of a preferential fare ticket that is different from that of a regular fare ticket shall be determined in accordance with the related regulations of Hainan Airlines.

4. As to the passenger who has begun a trip and must stop travelling due to illness, unless otherwise provided by Hainan Airlines for the fare paid, if the passenger can provide a medical certificate issued by a hospital at or above the county level, Hainan Airlines may extend the validity period of the ticket until the passenger is believed to be fit to travel again according to the certificate of diagnosis, or until the appearance of the first flight on which the carrier can accommodate the passenger based on the cabin class specified on the original paid ticket after the date the passenger is believed to be able to travel again. If the unused flight coupon of the ticket contains one or more places of connection, the validity period of the ticket may not be extended beyond 3 months since the certificate of diagnosis is issued by the doctor. If a passenger is escorting a sick passenger, Hainan Airlines may extend the validity period of tickets for both of them.

5. If a passenger passes away during the trip, the accompanying person's ticket may be changed by extending the ticket's validity time. The ticket of a passenger and the accompanying person may also be changed in the event that a member of the passenger's immediate family passes away while on the journey. Such changes shall be made upon receipt of the death certificate and the validity period of such tickets shall not be extended beyond 45 days from the date of death.

## Section 4 Order and Use of Tickets

### Article 10

1. The ticket a passenger has purchased is valid only for the transportation shown on the ticket, from the place of departure and any agreed stopover places to destination. The fare paid by the passenger is based on the fare rules of Hainan Airlines as well as the transportation service listed on the ticket. The ticket fare constitutes the basic content of the contract of transportation signed between Hainan Airlines and passengers. Passengers shall use the ticket in the prescribed order, starting from the place of departure and in accordance with the voyage specified on the ticket.

2. Hainan Airlines shall have the right to reject transportation if a passenger asks to begin the trip at a stopover place or at the agreed-upon stopover and fails to utilize the ticket in the prescribed order.

3. If a passenger wishes to change any content related to the transportation service, he/she must contact Hainan Airlines in advance. The ticket fare will be re-calculated once the transportation service is changed. The decision to accept the revised ticket fare or stick with the original transportation service specified on the ticket is up to the passengers. If, due to force majeure, the passenger needs to change any part of the transportation service, the passenger must contact Hainan Airlines as soon as possible and Hainan Airlines will make reasonable efforts to transport the passenger to the next stopover place or final destination without re-calculating the ticket fare.

4. If a passenger changes the transportation service without getting permission from Hainan Airlines, Hainan Airlines will re-calculate the ticket fare based on the actual route. The ticket fare paid based on the actual itinerary is the fare that would have been charged if the passenger made a ticket reservation for particular itinerary. If the ticket fare is higher than the one that the passenger has already paid, the passenger must pay the difference between the original fare and the applicable fare that will apply once the transportation plan is changed, in addition to the change fee, and Hainan Airlines will provide additional transportation services to the passenger based on the subsequent payment of the additional fee made by the passenger. The passenger will be no longer able to use the unused segment of the ticket.

5. Each ticket shall specify the cabin class and the reserved seat and travel date with the flight shall be determined before Hainan Airlines carries out the transportation service. The seat reservation must be done in accordance with the relevant ticket fare criteria and the availability of seats on the flight if the seat reservation state is not noted on the ticket.

6. If a passenger does not take the flight for which a seat has been reserved and meanwhile fails to notify Hainan Airlines in advance, Hainan Airlines may cancel the seat reservation for the onward or return trip as specified on the ticket. However, if the passenger notifies Hainan Airlines in advance, Hainan Airlines will reserve the seat for the subsequent flight in accordance with the passenger's requirements.

## Section 5 Ticket Lost

### Article 11 Report the Loss of Paper Tickets

1. If all or part of a ticket is lost or damaged, or if the passenger presents a ticket that does not include the passenger coupon and all of the unused flight coupons, the passenger shall apply in writing to Hainan Airlines or its authorized sales agent for the loss of the ticket.

2. loss issued by the public security authority, but must present his or her valid ID. If the person reporting the loss of the ticket is not the passenger who owns the ticket, he/she must provide the written application, agent coupon of the original ticket, and other materials or evidence sufficient to prove the loss of the ticket.

3. Hainan Airlines shall assume no responsibilities if the ticket has been used or returned fraudulently in whole or in part before the passenger reports the loss.

#### Article 12 Re-purchase of Ticket

If a passenger wants to travel on the flight or subsequent flight specified on the lost ticket after losing a paper confirmed date ticket, he or she must buy a new ticket.

#### Article 13 Refund of Lost Paper Tickets

1. If an open-date ticket is lost, the passenger shall promptly report in writing to Hainan Airlines the loss of the ticket in accordance with the procedures clearly specified in Article 11 of the Chapter. During 30 days after the ticket refund expires, the passenger may request a refund by providing the documentation and proof required by Article 11, paragraph 2 of the Conditions, provided it has not been fraudulently used or returned.

2. After verification by Hainan Airlines, passenger may request a refund for the lost confirmed date ticket within 30 days since the ticket refund period of the ticket expires, by providing the documentation and proof required by Article 11, paragraph 2 of the Conditions and passenger coupon of the re-purchased ticket.

#### Article 14 Loss of Itinerary of Electronic Tickets

1. If the itinerary of electronic ticket is lost, no replacement can be made. However, the passenger may, with valid ID, apply in writing to Hainan Airlines at the original place of ticket purchase or at the airline's ticket office for a proof of purchase.

2. The proof purchase can only prove that the passenger has purchased the ticket. It shall not be deemed as a valid travel document or reimbursement voucher.

### Section 6 Fares and Taxes

#### Article 15 Fares

1. The ticket fare ("fare") refers to the cost of air transportation from the airport of departure to the airport of destination, exclusive of the ground transportation expenses, taxes, and levies imposed on travel between the airport and urban areas or between the airports in the same city. Fare is calculated in accordance with



Hainan Airlines' valid transportation rate on the date the passenger purchases the ticket. It is applicable to the specific date, itinerary, and other transportation information shown on the ticket. The fare will remain unchanged if it is adjusted after the ticket is sold. As for an open-date ticket, if there is a change in the fare when confirming the seat on the flight, the difference in fare will be handled based on the principle of refund for any overpayment or supplemental payment for any deficiency. The fare payable may be changed under voluntary change of ticket or for reasons unrelated to Hainan Airlines.

2. Passengers enjoying the preferential fares shall comply with the applicable conditions to such preferential fares.

#### Article 16 Child and Infant Tickets

1. Children may enjoy child fares or purchase tickets at the applicable adult fares. In both circumstances, they will be provided with a seat, and the appropriate fare regulations will apply.

2. Unless otherwise specified, infant fares are normally calculated at a discount of 10% of the adult fare. If the adult fare does not offer an infant discount, a higher adult fare that offers an infant discount will be used for the calculation. Infant tickets are not available for seating. If your infant will occupy their own seat, a child ticket should be purchased in accordance with the conditions of transportation by Hainan Airlines. A maximum of one infant per adult passenger is allowed.

3. Children and infants accompanied by adults shall purchase the tickets with the same cabin class of service as those of their travel companions.

#### Article 17 Routes

Only the routes mentioned in conjunction with the fares shall be covered by the fares. The passenger may indicate the route before ticket issuance if the fare covers more than one flight route, or they may opt to select one of the routes offered by Hainan Airlines.

#### Article 18 Taxes and Fees

The listed fares do not include any taxes or fees that the government, relevant authorities, or the airport operator may levy on the passenger or any fees for any services or amenities that the passenger utilizes. Such taxes or fees must be paid by the passenger at the time of ticket purchase and shall be collected by the airline on behalf of the related authorities. When a passenger purchases the ticket, Hainan Airlines will inform the passenger of the specific taxes and fees not covered by the fare.

## Article 19 Currency

The currency of the nation where the ticket is issued must be used to pay for all fares, taxes, and fees unless another currency is specified by Hainan Airlines or its authorized agent at the time and before the passenger makes the payment. Due to issues like the inability to convert local currencies, Hainan Airlines reserves the right to take other currencies at its sole discretion.

## Section 7 Purchase of Tickets

### Article 20 General Provisions

1. Passengers may purchase tickets either through Hainan Airlines' official website ([www.hnair.com](http://www.hnair.com), [www.hainanairlines.com](http://www.hainanairlines.com)), Hainan Airlines' APP, Hainan Airlines' WeChat account, or its sales agent's online platform, or going to the ticket office of Hainan Airlines or its sales agents, or by calling 95339, Hainan Airlines' customer service hotline or its sales agents' telephone number.
2. Passengers shall pay for their tickets within the time limit specified by Hainan Airlines or its authorized sales agents, Or otherwise, Hainan Airlines will cancel their seat reservations. At the time when passengers reserve their seats, Hainan Airlines or its authorized sales agents shall inform the passengers of the time limit for ticket purchase.
3. Passengers shall provide Hainan Airlines or its sales agents with the necessary personal information required by related laws and regulations and their valid contact information, and shall be responsible for the authenticity and accuracy of the documents and information provided. Meanwhile, they must ensure that the documents used to purchase the ticket and boarding registration are consistent, or otherwise the passengers shall assume any losses arising therefrom. When buying tickets over the phone or online, passengers must submit information such as their contact information, a valid ID number, the birth dates of children and infants, among other things. Meanwhile, the Passenger Seat Reservation Form must be completed by passengers purchasing tickets at the ticket office, together with a valid ID or another valid ID recognized by the public security authorities.
4. Passengers acknowledge that the personal information they provide to Hainan Airlines is intended for the purpose of making reservations and arranging related transportation services, as well as for completing the immigration and entry procedures. To this end, passengers authorizes Hainan Airlines to retain his or her personal information and to pass it on to various government agencies, related Hainan Airlines departments, and other related carriers or providers of related services.

5. Passengers must review the pertinent laws for entry and exit in the country of origin, stopover, or final destination.

6. In accordance with the national regulations on personal information protection, Hainan Airlines, airport management authorities, ground service agents and sales agents of Hainan Airlines, operators of airline sales network platform, and aviation information companies are not allowed to disclose, sell, illegally use, or provide personal information of passengers to other people.

7. The purchase of tickets for special passengers such as infants, pregnant women, unaccompanied children and seriously ill patients shall abide by the transportation standards of Hainan Airlines. The specific transportation standards are displayed in the Travel Information section on the official website of Hainan Airlines ([www.hnair.com](http://www.hnair.com)), together with the General Conditions of transportation of Hainan Airlines.

#### Article 21

When selling tickets via online channels, Hainan Airlines or its sales agents shall inform passengers of the main service information of the selected flights in a noticeable way, including but not limited to the following contents, to help passengers better understand the service information of their selected flights. Passengers must carefully study them to make sure the information is correct.

1. Name of the carrier, including the contracting carrier and actual carrier;
2. Airport of origin, stopover, and airport of destination and related terminal;
3. Flight number, flight date, cabin class, scheduled departure, and arrival time;
4. When booking 2 or more flights at the same time, passengers are required to clarify whether the connecting flight is involved;
5. Applicable fares and conditions for using the ticket, including the rules on change of ticket and refund, etc.;
6. Whether meals are provided in the flight;
7. Taxes and fees charged in accordance with related national laws and regulations;
8. Baggage transportation regulations applicable to the flight, including baggage size, weight, and free baggage allowance.

Passengers will be explicitly informed of the aforementioned information when purchasing tickets from Hainan Airlines or its sales agents at ticket counters or via other channels, such as the telephone, or they will be directed to the company's

official website ([www.hnair.com](http://www.hnair.com)), where they can find out how to obtain the aforementioned information.

#### Article 22

Hainan Airlines or its sales agents have included all of the General Conditions of transportation of Hainan Airlines in the contents that passengers must read when they purchase tickets online, and they make sure that passengers are informed of the aforementioned contents upon purchasing tickets in the form of mandatory options. This has been done to help passengers better read and understand the relevant service standards. When Hainan Airlines or its authorized sales agents sell tickets through other means such as ticket offices or telephone, they shall remind ticket buyers to read the General Conditions of transportation of Hainan Airlines and inform them of the channel to do so ([www.hnair.com](http://www.hnair.com)).

#### Article 23

Hainan Airlines' transportation standards are displayed in the Travel Information section on the official website of Hainan Airlines ([www.hnair.com](http://www.hnair.com)), together with the General Conditions of transportation of Hainan Airlines. On the official website of Hainan Airlines, passengers can read and learn more about them while purchasing tickets.

#### Article 24

To remind passengers of the flight information and precautions for travel, Hainan Airlines or its sales agents will inform passengers in writing, either electronically or in paper form, of the important contents of the trip after ticket issuance, including but not limited to the following contents. Passengers must verify the accuracy and authenticity of the information carefully.

1. Main service information of the flight as clearly stipulated in Article 21 of the Conditions;
2. Name of Passenger;
3. Ticket number or contract number, as well as the expiration date of ticket;
4. Travel tips, including the deadline by which passengers are not allowed to go through the check-in procedures at the place of origin, prohibited or restricted items, etc.;

5. Free access to the applicable General Conditions of transportation of Hainan Airlines.

#### Article 25

When a passenger purchases a ticket for a code-share flight with Hainan Airlines as a market partner, Hainan Airlines or its sales agent will inform the passenger of the actual carrier and the name of contracting carrier of the code-share flight.

#### Article 26

Service requirements for baggage, air-to-ground service, irregular flights, and ticket refunds and changes for code-share flights are managed in line with the codeshare cooperation agreements between contracting carriers and actual carriers, as well as any applicable laws and regulations.

## **Article 3 Ticket Change and Refund**

### Section 1 General Provisions

#### Article 27 Flight Schedules

1. Hainan Airlines will strive to carry passengers and their baggage within a reasonable period and comply with the flight schedules published prior to the date of travel. However, timetables and flight times or aircraft types shown elsewhere are for reference only, and may change between the date of publication and the date of actual travel. Hainan Airlines do not guarantee them to passengers and they do not form part of the air transportation contract.
2. Hainan Airlines are not liable for any errors or omissions in timetables and other published flight schedules, unless the losses are caused by the imprudent action or inaction of Hainan Airlines despite knowing the consequences. Hainan Airlines are not liable for the employees, agents, or representatives' explanations of any departure or arrival time, date, or flight.
3. Before accepting passenger booking, Hainan Airlines will notify passengers of the scheduled departure time in effect as of that time, and it will be shown on the ticket. Hainan Airlines may need to change the flight time subsequent to issuance of ticket. If passengers provide Hainan Airlines with valid contact information, Hainan Airlines will endeavour to notify passengers of any changes in flight time. If, after passengers purchase the ticket, Hainan Airlines make a change to the flight time, which is not acceptable to passengers, and Hainan Airlines are unable to book passengers on an

alternate flight which is acceptable to them, passengers will be entitled to an involuntary refund.

#### Article 28 Flight Cancellation and Change

In any of the following circumstances, Hainan Airlines may, without prior notice, change aircraft type or route, cancel, interrupt, postpone, or put off a flight, for the purposes of:

1. Conformity with national laws, regulations, government rules, and other norms;
2. Flight safety;
3. Other force majeure or unforeseeable reasons;
4. Other reasons not on Hainan Airlines part.

### Section 2 Change of Ticket

#### Article 29

Ticket change refers to reschedule ticket, change cabin class, or transfer ticket. Ticket change may be voluntary or involuntary.

1. Voluntary change of ticket means that passengers request to change the ticket due to their own reason.
2. Involuntary change of ticket means that passengers have to change the ticket due to flight being cancelled, delayed, or earlier than scheduled, change of flight voyage, change of cabin class, or the inability of Hainan Airlines to operate the original flight, etc.

#### Article 30

Hainan Airlines or its sales agents will handle voluntary change of ticket in accordance with applicable general conditions of transportation and conditions for using the ticket.

1. Voluntary change of itinerary, date, and cabin class

After passengers purchase a ticket, if passengers request to change its itinerary, date, or cabin class, Hainan Airlines or its sales agent, subject to seat availability and time arrangement, will handle passenger request in accordance with conditions for using the ticket.

## 2. Voluntary change of flight

When passengers voluntarily request to change the carrier, with consent from the original carrier or its authorized agents and the new carrier and upon satisfaction of all of the following conditions, passengers may be transferred to another carrier:

(1) Passenger fare has no limit on the change of flight;

(2) The carrier passengers have requested for a change signs International agreements with Hainan Airlines, and both parties may issue or receive tickets for each other;

The change of carrier other than that specified in above Paragraph 1 and Paragraph 2 will be handled as voluntary ticket refund.

(3) Without special authorization, the sales agents of Hainan Airlines shall not handle procedures for change of flight for passengers.

### Article 31

In case of involuntary change of ticket due to Hainan Airlines, Hainan Airlines or its sales agents, subject to seat availability or with consent from the transferred carrier, will reschedule or transfer passengers free of charge. As for involuntary change of ticket not due to Hainan Airlines, Hainan Airlines or its sales agents will handle it in accordance with applicable general conditions of transportation and conditions for using the ticket.

After passenger confirmation of the new flight and completion of involuntary change of ticket, if due to passenger's own reason, passengers again request a change or refund, Hainan Airlines or its sales agents will handle it in accordance with the conditions for using the ticket for the new flight.

Unless otherwise specified, prior to Hainan Airlines' publication of flight delay, cancellation, or other irregularities, if passengers have voluntarily cancelled seat reservation, or have missed or omitted a flight due to non-carrier reasons, Hainan Airlines or its sales agents will handle passengers' subsequent change of ticket or refund in accordance with the conditions for using the ticket; If passengers have had voluntary change of ticket or refund prior to Hainan Airlines' publication of flight delay, cancellation, or other irregularities, charges paid for such changes or refund will not be refunded to passengers.

### Article 32

When passengers cannot finish the entire interline flight within the specified time, due to change of one or several legs of the flight, the contracting carrier or its sales agents shall assist passengers to arrive at their final destination or stopover place.

The involuntary change of ticket in connecting flights will be handled in accordance with Article 31.

#### Article 33

When passengers purchased multi-segment tickets for several legs of a non-connecting flight, the ticket for each leg belongs to different contracts of transportation. If one or several legs has irregularities, Hainan Airlines ticket for irregular flights will be handled in accordance with Article 31; The change of tickets for other regular legs will be handled by the contracting carrier(s) in accordance with the conditions for using the ticket, and passengers shall bear the expenses thus incurred.

### Section 3 Refund

#### Article 34

Refund refers to the situation where passengers have not used part or all of the ticket due to their own reason, the inability of Hainan Airlines to operate the original flight, or itinerary change, and will be refunded within the validity period. Refund may be voluntary or involuntary.

1. Voluntary refund means that passengers request a refund due to their own reason.
2. Involuntary refund means that passengers request a refund due to flight being cancelled, delayed, or earlier than scheduled, change of flight voyage, change of cabin class, or the inability of carriers to operate the original flight, etc.

#### Article 35

Hainan Airlines or its sales agents will handle passenger voluntary refund in accordance with applicable general conditions of transportation and conditions for using the ticket.

1. When the ticket is totally unused, Hainan Airlines will deduct from ticket payment all applicable refund and service charges and refund the remaining to passengers;



2. When a portion of the ticket is used, Hainan Airlines will deduct from ticket payment the fare, taxes, refund, and service charges for the used portion, and refund the remaining to passengers.

#### Article 36

Involuntary refund is free of charge, and Hainan Airlines or its sales agents will handle it as follows:

- (1) Refund all ticket payment if no portion of the ticket has been used;
- (2) Deduct the fare and taxes for the used portion and refund the remaining, free from any refund and service charges, if a portion of the ticket has been used.

#### Article 37

Unless otherwise specified, involuntary refund in connecting flights shall be handled in accordance with Article 36 herein.

#### Article 38

When passengers purchased multi-segment tickets for several legs of a non-connecting flight, the ticket for each leg belongs to different contracts of transportation. If one or several legs has irregularities, Hainan Airlines ticket for irregular flights will be handled as involuntary refund in accordance with Article 36; The refund of tickets for other regular legs will be handled by the contracting carrier(s) in accordance with actual general conditions of transportation and conditions for using the ticket, and passengers shall bear the expenses thus incurred.

#### Article 39

To request a refund, passengers shall fill in a refund form at Hainan Airlines ticket office or the ticket office of its sales agents. When passengers have purchased a paper ticket, except that the ticket is lost, passengers must present all boarding and passenger coupons of the ticket to request a refund; When passengers have purchased an electronic ticket, passengers must present a valid ID and return a printed copy of electronic ticket, and at the time of refund, passenger electronic ticket must remain valid.

#### Article 40

In case that irregularities occur in a place not named in the ticket, to request a refund, passengers must present the original boarding pass issued at departure airport, flight irregularity certificate, and passenger valid ID (for a paper ticket, passengers also have to present the original or duplicate copy of passenger coupon).

#### Article 41 Place of Refund

Unless otherwise specified, passengers may request a refund at the original place of ticket purchase or the ticketing office directly affiliated to Hainan Airlines.

#### Article 42 Currency

Refund must comply with laws and other relevant regulations of the original place of ticket purchase and the place of refund. The refund may be in the original currency paid for the ticket, or the currency of the country where the ticket was purchased or where the refund is made.

#### Article 43 Refund Payee

1. Hainan Airlines are entitled to make a refund to the person named in the ticket.
2. If a ticket has been paid for by a person other than the passenger named in the ticket, Hainan Airlines will make a refund to the person who paid for the ticket or to a designated person in accordance with the restriction stated in ticket refund.
3. A passenger shall present a valid ID to request a refund; If the refund is made to the person not named in the ticket, valid ID of the passenger and refund payee shall be presented.
4. Refund will be deemed as proper if it is made to the person holding the valid ticket for the unused portion of the flight and satisfies Paragraph 1, Paragraph 2 and Paragraph 3 of this article. Hainan Airlines will be discharged from responsibility immediately as well.

#### Article 44 Time Limit for Refund

Except for refund on lost ticket in Article 11 herein, passengers shall request a refund and handle the formalities within the validity period of ticket, or else Hainan Airlines is entitled to refuse.

Except under special circumstances, Hainan Airlines or its sales agents will complete refund formalities within 7 business days upon receiving a valid request from the passenger, and this does not include the financial institutions' handling time. The time limit will start from when Hainan Airlines or its sales agents receive a valid request from the passenger, not including the time in connection with invalid requests.

#### Article 45 Refusal of Refund Rights

1. Hainan Airlines may refuse a refund if it is not available in accordance with applicable fares and relevant regulations of Hainan Airlines.
2. Hainan Airlines may refuse a refund on a ticket which has been presented to Hainan Airlines or government, as evidence of intention to depart from the country. However, Hainan Airlines may refund tickets if passengers present to Hainan Airlines the permission to remain in the country or depart from the country by another carrier or another means of transport.

## Chapter 4 Check-in and Boarding

### Section 1 General Provisions

#### Article 46 Check-in

1. Passengers shall present a valid ID that is consistent with that used for ticket purchase, to have their ticket and checked baggage and obtain a paper or electronic boarding pass, before Hainan Airlines or its ground service agent close check-in procedures.
2. Hainan Airlines and airports will publish and update deadlines for completing the check-in and boarding procedures. The deadlines for completing the check-in procedures varies with the airport. Hainan Airlines or its authorized agents will inform passengers of these deadlines. For code-share flights, passengers will be advised to handle check-in procedures at the counter of the actual carrier. Passengers shall leave enough time for the check-in procedures. Hainan Airlines may cancel the seat reserved for passengers if passengers fail to check in before the specified deadline for completing the check-in procedures.
3. Hainan Airlines and its ground service agents will open check-in counters on time to check tickets and handle check-in procedures rapidly and correctly.
4. For passenger's convenience, in addition to check-in counters and CUSS at the airport, passengers may also check in via Hainan Airlines official website, hotline, or other channels. Hainan Airlines will provide a seat to any passenger on its flight in accordance with ticket conditions and strive to meet passenger requirement for the same cabin class and seat. But Hainan Airlines do not guarantee the seat chosen by the passenger.
5. When passengers check in, Hainan Airlines or its ground service agents will display passenger name, flight number, boarding date, boarding time, boarding gate, itinerary, and other information correctly and clearly on passenger paper or electronic boarding voucher.

In case of any change in boarding gate, boarding time, and the like, Hainan Airlines, its ground service agents, and airport management authority shall have passengers timely notified and advise passengers to pay attention to relevant information, to ensure correct boarding.

6. Passenger check-in procedures may be refused if ticket has no seat reservation.

#### Article 47 Boarding

After check-in procedures and security screening, passengers must arrive at the boarding gate in time. Passengers shall be solely liable for losses and expenses thus incurred if passengers fail to arrive at the boarding gate before the closing of cabin doors.

#### Article 48

Prior to boarding, passengers and their baggage and free carry-on baggage must be subject to security screening.

#### Article 49

When passengers request involuntary change of ticket since passengers miss a flight, take a wrong flight, or miss a connecting flight, Hainan Airlines or its authorized agent, subject to seat availability or consent by the transferred carrier, will provide rebooking or change of flight as involuntary change; If passengers request a ticket refund, Hainan Airlines will handle it as involuntary refund, free of charge in both cases. If the above circumstances have occurred due to non-carrier reasons, ticket change and refund shall be handled in accordance with applicable general conditions of transportation and conditions for using the ticket.

## Section 2 Refusal and Limitation of Transportation

Article 50 For the purpose of security, Hainan Airlines may refuse to passengers or transport their baggage for any of the following reasons:

1. Passengers or their baggage are prohibited by relevant national regulations;
2. Passengers refuse to go through a security check;
3. Passengers fail to pass the security check;
4. Passengers baggage that is not security screened;
5. Passengers present an Identity Document for check-in that is inconsistent with that used for ticket purchase;

6. Other circumstances specified by the State.

Article 51 In the reasonable exercise of its discretion, Hainan Airlines may refuse to transport passengers or their baggage if one or more of the following situations have occurred or may occur:

1. Passenger conduct that may endanger flight safety or public order;
2. Passenger age, mental, or physical state is not fit for air travel;
3. Passengers fail to comply with relevant national laws, regulations, government rules, and other norms, or fail to comply with the regulations of Hainan Airlines;
4. Passengers have not paid the applicable fare, fees or charges, and (or) honoured the credit payment to Hainan Airlines or relevant carriers;
5. Passengers have not presented a valid ID;
6. Passengers present a ticket that has been acquired unlawfully, has been purchased from an entity other than Hainan Airlines or its sales agents, or has been reported as being lost or stolen, or is a counterfeit, or a flight coupon which has been altered not by Hainan Airlines or its sales agents;
7. Passengers cannot prove they are the person named in the ticket;
8. Special passengers exceed the maximum number permitted for the flight;
9. Special passenger/special baggage application and the packing of checked baggage do not comply with the requirements of Hainan Airlines;
10. Passengers do not comply with the epidemic control policy at the place of departure or destination.

Article 52

In case of overbooking, Hainan Airlines have the right to arrange its passenger and baggage transportation.

Article 53

When passengers are refused transportation and request a written statement, unless otherwise specified by the State, Hainan Airlines will timely provide passengers a certificate of refusal in accordance with relevant provisions. Passengers may download this certificate from Hainan Airlines APP or its WeChat account; In case of overbooking, passengers may download a certificate of overbooking from Hainan Airlines APP or its WeChat account.

## Article 54

If passengers are refused and request ticket change or refund, the following principles or conditions for using the ticket will apply:

1. In the circumstances specified in Article 50, Article 51, Paragraph 3 and 5, the ticket purchased may have a voluntary refund or be changed in accordance with the conditions for using the ticket.
2. If passengers are a special passenger in the circumstances specified in Article 51, Paragraph 2, 8, 9, and 10, passengers may have an involuntary refund.
3. In the circumstances specified in Article 51, Paragraph 4, passengers may make up the shortfall of the fare or taxes, or have an involuntary refund.
4. In the circumstances specified in Article 51, Paragraph 1, 6 and 7, the carrier reserves the right to retain ticket, and if necessary, report to relevant authorities.
5. When passengers are refused due to overbooking as specified in Article 52, passengers may have involuntary refund or change of ticket.

## Article 55 Limitation of Transportation

1. For unaccompanied children, passengers on stretcher, incapacitated persons, pregnant women (32 weeks (included) to 36 weeks (not included)), those requiring breathing assister in the light, those with illness or other people requiring special assistance due to their age, physical, or mental state, and can be carried only under certain conditions, Hainan Airlines may transport them upon their satisfaction of its requirements and with its prior consent and necessary arrangement.
2. Limitation on the number of passengers: for the purpose of safety, Hainan Airlines will limit and control the number of passengers for every flight.
3. Hainan Airlines will transport passengers with disabilities in accordance with relevant civil aviation laws and regulations concerning air transportation of the disabled.
4. Hainan Airlines will transport passengers bringing donated organs with them in accordance with the Administrative Measures for Air Transportation of Donated Organs.
5. For standards on special passenger carriage and service, please check on the Hainan Airlines official website ([www.hnair.com](http://www.hnair.com)).

# Chapter 5 Baggage Transportation

## Section 1 General Provisions

### Article 56

Baggage carried by Hainan Airlines must fall under the definition given in Article 1, Paragraph 42 herein. Baggage carried by Hainan Airlines, based on transportation responsibility, may be divided into checked baggage and non-checked baggage.

### Article 57 Items Unaccepted in Baggage Transportation

Passengers shall not place into checked baggage or bring into the cabin any of the following items, or else Hainan Airlines will refuse to provide transportation service:

1. Firearms and other weapons (including major components), devices that may fire ammunition (including bullets and the like) and cause serious bodily harm or that may be mistaken as such devices, mainly including: firearms designed for military and public security or civilian purposes, prop firearms, starting pistols, BB guns, foreign firearms, all kinds of illegally manufactured firearms, and imitations of the above.
2. Dangerous items, capable of causing serious body harm, endangering aircraft safety and constituting a serious threat to transportation order, including explosives, gases, flammable liquids, flammable solids, spontaneously combustible, substances which in contact with water emit flammable gases, oxidizers, organic peroxides, toxic substances, infectious substances, radioactive substances, corrosive substances, and substances and items other than any of the above but dangerous for air transportation. Mainly including:
  - (1) Explosive or flammable substances and devices, or items that may be mistaken for such devices (or substances), including ammunition, blasting devices, fireworks, and imitations of the above.
  - (2) Compressed and liquefied gases such as hydrogen, methane, ethane, butane, natural gas, ethylene, propylene, acetylene (dissolved in media), carbon monoxide, liquefied petroleum gas (LPG), Freon, oxygen, carbon dioxide, water gas, lighter fluid, and liquefied gas for use in lighters.
  - (3) Spontaneously combustible, for example, yellow phosphorus, white phosphorus, nitrocellulose (including photographic film), oil paper, and oil paper products.
  - (4) Substances flammable when wet, for example, metals: 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, for example, potassium permanganate, potassium chlorate, sodium peroxide, potassium peroxide, lead peroxide, peracetic acid, and hydrogen peroxide.

(8) Toxic substances, for example, cyanide, arsenic, highly toxic pesticides, and other highly toxic chemicals.

(9) Corrosive substances, for example, sulfuric acid, hydrochloric acid, nitric acid, sodium hydroxide, potassium hydroxide, and mercury (quicksilver).

(10) Radioactive substances, for example, radioisotopes.

(11) Other items containing one or several dangerous substances.

3. Controlled implements capable of causing body harm or posing a significant risk to aviation safety and orderly transportation, including: controlled cutting implements, weapons and tools for military and police use, and other controlled implements that are subject to national regulations.

4. Other items that may result in body harm or pose a significant risk to aviation safety and orderly transportation, including:

(1) Infectious diseases/pathogens, for example, hepatitis B virus (HBV), Bacillus anthracis (anthrax), mycobacterium tuberculosis (TB), and the Human Immunodeficiency Virus (HIV).

(2) Sources of fire (including all types of ignition devices), for example, lighters, matches, cigarette lighters, and firesteels (flintstones).

(3) Power banks containing more than 8 grams of lithium, lithium batteries with rated energy exceeding 160Wh (separate provisions are in place for lithium batteries used in electric wheelchairs).

(4) Alcoholic beverages that exceed 70% alcohol by volume (ABV).

(5) Strongly magnetic materials, items that have a strong and irritating odor or are likely to cause passengers to panic, and items that are potentially dangerous as their characteristics cannot be determined.



5. Safe brief cases, cash boxes, cash bags and other security devices containing lithium ion batteries, fireworks or other dangerous substances (excluding those set out in 2.3.2.6 of IATA Dangerous Goods Regulations).
6. Mace, pepper spray, and other irritating or incapacitating substances.
7. Small medical oxygen (or air) cylinders, and liquid oxygen devices.
8. Electronic dry-powder extinguishers.
9. Stunning devices containing explosive, compressed air, lithium battery, or other dangerous substances (for example, Tasers).
10. Any kind of matches (including friction match, safety match), lighters (including fuel for lighters), and lithium battery-powered lighters.
11. Lithium battery-powered balance cars (for example, monocycles, mobility scooters, somatosensory cars, etc.) and related parts and components.
12. Ready-to-eat meals (MREs), for example, ready-to-eat rice (including rice and flameless heater).
13. SAMSUNG Galaxy Note 7 smartphones.
14. Avalanche packs.
15. Wild animals and animals of strange shape or likely to injure people, for example, snakes, wolfhounds, and mastiffs, which do not fall under the scope of small animals (domesticated dogs, cats, birds or other pets), are not allowed to be carried as baggage. Those handled in accordance with pet carriage requirements herein are exceptions.
16. Items that Hainan Airlines consider unsuitable for carriage due to the following reasons: hazard, insecurity, packing, weight, size, dimensions, shape, nature, and items being fragile or perishable due to aircraft type, etc.
17. Other items prohibited by national laws, administrative regulations, and rules.
18. Items prohibited by law from leaving, entering or transiting through the People's Republic of China or other countries in the course of transportation.

#### Article 58 Items Unsuitable 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 materials;
2. Securities, including but not limited to money and bills;
3. Jewels, precious metals (gold, silver, etc.) ,and precious metal products;
4. Antiques, paintings, and calligraphic works;
5. Fragile and easily damaged items, perishable items;
6. Samples;
7. Electronic & digital devices;
8. Travel documents, medical certificates, and X-ray films;
9. Prescription drugs that need to be taken regularly;
10. Other items that require personal care and are not suitable as checked baggage or placed in checked baggage, subject to weight and size limits of Hainan Airlines, may be brought into the cabin as hand baggage and taken care of by passengers.

#### Article 59 Items with Limitation of Transportation

Hainan Airlines have strict requirements on the following items concerning their size, weight, quantity, shape, content, nature, form of packing and transportation, and supporting documents, and they may be accepted only when satisfying the transport conditions of Hainan Airlines:

1. Precision instruments and electrical appliances.
2. Firearms and ammunition.
3. Pets and service dogs (guide dogs, hearing dogs, assistance dogs, etc.).
4. Diplomatic bags, confidential files.
5. Electric wheelchairs used by passengers during travel.
6. Alcoholic beverages.
7. Dry ice for packaging fresh items.
8. Liquids, medicines, makeup and so on, used by passengers during travel.

9. Spare batteries (including lithium batteries, Ni-MH batteries, and various dry batteries), power banks, and mobile power packs.
10. Lithium batteries and power banks containing more than 2 grams but no more than 8 grams of lithium, with rated energy exceeding 100Wh but no more than 160Wh.
11. Small medical or clinical thermometers for personal use.
12. Mercury barometers or thermometers carried by the staff of meteorological bureaus or relevant agencies.
13. Sharp and blunt implements other than controlled cutting implements, for example, kitchen knives, fruit knives, table knives, craft knives, surgical knives, butcher knives, carving knives, planers, scissors, utility knives, paper cutters, milling cutters and sickles, knives, swords, halberds and spears used in martial arts performances, knives and swords as antiques or tourist souvenirs, sticks (including expandable batons and nunchakus), bats, pool cues, cricket bats, hockey sticks, golf clubs, trekking poles, ski poles and brass knuckles (for keeping hands in a fixed position), steel files, axes, short clubs, hammers, etc.

For further information, please check on the Hainan Airlines official website: [www.hnair.com](http://www.hnair.com) or call 95339.

## Section 2 Packing, Size and Weight Limits

### Article 60 Checked Baggage

1. All checked baggage must be properly packed, locked, and fastened, securely tied, capable of withstanding reasonable pressure, safely loaded, unloaded, and transported under normal operating conditions, and must meet the following conditions:

- (1) Suitcases, travel bags, and handbags must be locked;
- (2) Two or more pieces of baggage shall not be tied together and checked in as one piece of baggage;
- (3) No other items may be attached or tied to the outside of the baggage;
- (4) Bamboo/wicker baskets, string bags, straw rope, plastic bags, etc. may not be used as packaging for baggage;
- (5) Packages with dangerous good signs or labels shall not be used for outside packing;

(6) Passenger's name, detailed address, and telephone number should be written on the baggage.

(7) Padding of sawdust, husk, or straw is not allowed inside suitcases.

2. Each piece of checked baggage must not weigh more than 32kg or 70 pounds, with total dimensions no more than 203cm (80 inches). Please contact Hainan Airline cargo transport department to handle the carriage if passenger baggage exceeds above limits.

#### Article 61 Hand Baggage

1. Passengers shall put their hand baggage under the seat in front of them or within the overhead bin.

2. Unless otherwise specified herein, for flights to or from the United States, one piece of hand baggage is allowed for each passenger; For other international flights, two pieces of hand baggage are allowed for each Business Class passenger, and one piece for each Economy Class passenger. A piece of hand baggage brought into the cabin shall not weigh more than 10kg (22 pounds), with total dimensions (length + width + height) no more than 115cm (45 inches). Baggage exceeding above limits shall be transported as checked baggage.

3. Passengers shall give a prior notice to and obtain consent from Hainan Airlines, to bring the baggage into the passenger cabin and pay relevant fees, provided that the baggage is not suitable for cargo cabin, for example, musical instruments, and does not comply with Paragraph 2 of this article.

### Section 3 Free Baggage Allowance and Excess Baggage Charges

#### Article 62 Free Baggage Allowance

1. Free baggage allowance is available to international transportation either piece or weight-based. Passengers may bring free baggage in accordance with the conditions and limits in the regulations of Hainan Airlines.

2. When passengers buy a ticket of mixed class, free baggage allowance may be calculated separately in accordance with the ticket class of respective leg of flight.

3. Where two or more passengers, travelling as one party to the same destination or point of stopover place by the same flight, present themselves and their baggage at the same time and place, their free baggage allowance may be calculated together in accordance with respective ticket fare class.

4. In the event of a voluntary change of ticket, free baggage allowance for the ticket fare class after the itinerary change shall apply. In case of an involuntary change of ticket, free baggage allowance for the original ticket fare class shall apply.

5. For the domestic part of an international connecting flight, free baggage allowance for each passenger shall be that applicable to the said international route. For the domestic part of an international transfer but non-connecting flight, free baggage allowance shall be that stated on the domestic ticket.

6. A special passenger on board a flight may bring necessary auxiliary devices (foldable wheelchair, walking stick, artificial limb, etc.) free of charge, and a passenger on a stretcher is entitled total free baggage allowance for occupied seats.

7. When passengers have extra seat(s), free baggage allowance will be decided in accordance with the ticket fare class and the number of passenger seats. Ticket for hand baggage has no free baggage allowance.

8. In addition to regular free baggage allowance, a Fortune Wings Club Elite member is entitled to bring another piece of baggage free of charge.

9. Weight-based free baggage allowance.

Unless otherwise required by the Hainan Airlines, free baggage allowance per passenger shall apply:

(1) Business class passengers holding adult or child tickets are 30 kilograms free baggage allowance, and economy class passengers are 20 kilograms free baggage allowance;

(2) Passengers holding non occupied baby tickets do not have free baggage allowance, and each non occupied baby can be checked in with a foldable baby stroller for free.

10. Piece-based free baggage allowance.

Piece-based free baggage allowance shall be handled as required for respective routes, for further information, please check on the Hainan Airlines official website: <https://www.hnair.com/lvxingxinxi/xlxx/mftyxl/>

11. Free baggage allowance for a charter flight shall be handled in accordance with the charter agreement.

Article 63 Excess Baggage Charges

1. Excess baggage means the part of checked baggage and non-checked baggage exceeding free baggage allowance for the passenger, and it shall be charged as required.
2. To collect the charges, a form shall be filled in for excess baggage.
3. Excess baggage shall be charged in accordance with the rate applicable to respective routes, for details, please check on the Hainan Airlines official website:<https://www.hnair.com/lvxingxinxi/xlxx/cxffxl/>

## Section 4 Baggage Value Declaration

### Article 64

1. Baggage value may be declared when checked baggage is more than USD30.00 per kg or an equivalent amount of other currency.
2. The value declared for checked baggage shall not exceed the actual value of the baggage. Baggage value declared by a passenger shall be no more than USD2,500.00. In case that Hainan Airlines object to the declared value while passengers refuse inspection, Hainan Airlines are entitled to transport the baggage not in accordance with the declared value.
3. Hainan Airlines will collect a surcharge for the part of declared baggage value in excess of the limit specified in the foregoing Paragraph 1.
4. When the baggage for value declaration satisfies the other charges of Hainan Airlines, it shall be charged in accordance with relevant provisions, which will not be calculated together with value declaration surcharge.
5. Value declaration is available only to the entire checked baggage. Value declaration is not available to any single item in the baggage.
6. Baggage value declaration is not available to non-checked baggage and pets.

## Section 5 Collection of Baggage

### Article 65 Right to Refuse Carriage

1. Passenger's checked baggage and non-checked baggage shall not violate the State's relevant prohibitions and limitations of transportation. Hainan Airlines will refuse the collection or terminate the transportation and inform passengers if, in the course of collection and transportation, Hainan Airlines find passenger's baggage contains any item unacceptable as baggage.

2. Hainan Airlines may refuse to carry as baggage contains any item considered by Hainan Airlines to be unsuitable for transportation because of its size, shape, weight, content, character, or for safety or operational reasons, or for the comfort and convenience of other passengers, if passengers cannot or refuse to make improvements upon the request of Hainan Airlines.

3. Passenger's baggage shall be properly packed as Hainan Airlines have required, or else Hainan Airlines have the right to refuse its transportation.

#### Article 66 Right of Search

For reasons of safety and security Hainan Airlines may request passengers to permit a search and scan, and a search, scan, or x-ray of their baggage. When necessary, passenger baggage may be searched in their absence. When passengers are unwilling to comply with such request or found not complying with the regulations of Hainan Airlines, Hainan Airlines may refuse to carry the baggage. In the event a search or scan causing damage to passengers, or a search, scan, or x-ray causing damage to passenger baggage, Hainan Airlines shall not be liable for such damage unless due to its fault or negligence.

#### Article 67 Collection and Delivery

1. Passengers must present a valid ticket for checked baggage.

2. Hainan Airlines will not accept passenger baggage for transportation until passengers apply for it during the check-in procedures on the date of flight departure. Passengers may have a prior agreement with Hainan Airlines if they desire to deliver their baggage in advance.

3. Hainan Airlines will issue an identification tag to each piece of the passenger's checked baggage and attach it to the back of the boarding pass. Baggage from group travellers may be calculated together, and the identification tag will be attached to the back of the boarding pass for the head of the group.

4. Checked baggage and hand baggage will be handled separately by piece or weight and as required for respective routes.

5. Passengers will be informed if their baggage has any dispute over transport responsibility, and with passenger's consent, a disclaimer tag will be attached to the baggage to exempt Hainan Airlines from the corresponding responsibility.

6. Hainan Airlines only accept the transportation of passenger's own checked baggage rather than that of another person checked in by passengers. Passenger's checked baggage must be unloaded from the aircraft if passengers are refused boarding for security reason or refusal of security check.

7. Hainan Airlines prohibit baggage check-in at the boarding gate (excluding baby strollers and special devices for the disabled). 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.

#### Article 68 Carriage of Baggage

1. Checked baggage will be carried on the same aircraft as passengers. 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.

2. Excess baggage, subject to the aircraft's capacity, will be carried on the same flight as passengers. When the capacity does not allow and passengers refuse it to be carried on a subsequent available flight, Hainan Airlines may refuse the carriage of passenger's excess baggage.

#### Article 69 Carriage of Pets

1. Pets refer to domesticated dogs and cats of no more than specified weight that may be carried on the same flight with passengers. Other pet animals, wild animals, and animals of strange shape or likely to injure people, for example, snakes, wolfhounds and mastiffs, are carried as cargo rather than pets.

2. Pets generally will be carried into cargo compartments.

3. Should passengers require their pet to be carried as checked baggage, please make reservation 24 hours prior to the date of departure through ticket office directly affiliated to Hainan Airlines or authorized ticket agents, and provide quarantine and vaccination certificates issued and affixed with the seal by the animal health administration authority. Upon the consent of Hainan Airlines, pets may be carried as checked baggage. Hainan Airlines do not offer interline pet transportation service. If passengers have an ticket for a connecting flight, passengers can only apply for the carriage of their pet for the leg of the direct flight, and upon arrival at the stop-over, passengers should take their pet and handle formalities for subsequent carriage.

4. Passengers shall bring their pet and its container as well as 2 copies of Pet Transport Agreement and other supporting documents, and handle procedures at Hainan Airlines airport check-in counter 2 hours before departure time of the flight.

5. Pet container and its packing shall comply with the pet transport regulations of Hainan Airlines, Hainan Airlines have the right to refuse carriage if passengers are unable or unwilling to improve pet container and its packing in accordance with such requirements.



6. Hainan Airlines have the right to refuse carriage if Hainan Airlines think its pet transport requirements are not met due to the pet's number, breed, age or health status, transport certificate, aircraft type, pet container, temperature at any point in the course of transport, relevant policies, regulations, and restrictions.

7. Pet container shall satisfy the following requirements:

(1) The pet container shall be firm, fit for air carriage, and able to prevent the pet from causing damages, escaping, or reaching a certain part of its body out the container to do damage to any person, baggage, or aircraft;

(2) The container shall ensure the pet to stand and move within, and be well ventilated to prevent suffocation of the pet;

(3) The container shall prevent the spill-over of excrement and pollution of aircraft, in-flight facilities, and other articles.

8. The total weight of the pet and its container and food will not be included into passenger's free baggage allowance, and passengers shall pay excess baggage charges separately. On weight basis, excess baggage will be charged as per 1.5% per kg of a single ordinary Economy Class ticket fare (full-fare) of a direct flight. On piece basis, excess baggage will be charged in accordance with pet transport requirements for respective routes.

9. Hainan Airlines are not liable for the pet's sickness, injury, or death in the course of transport, unless due to its reason.

10. Service dogs (guide dogs, hearing dogs, assistance dogs, etc.) will be carried in accordance with the relevant prevailing provisions of Hainan Airlines.

#### Article 70 Special Provisions on Cabin Baggage, Fragile Items, Valuables, and Diplomatic Bags

##### 1. Cabin baggage

(1) Passengers shall apply for extra seat during seat reservation, and cabin baggage may be carried after obtaining consent from Hainan Airlines. Cabin baggage has no free baggage allowance.

(2) Passengers shall take care of their cabin baggage, and for each extra seat, such baggage shall be properly packed, with dimensions no more than 40cm x 60cm x 100cm. For the purpose of flight safety, Hainan Airlines will designate the seats for passengers and their baggage, and throughout the flight, the baggage shall be fastened with safety belt, and if necessary, tied and secured with fasteners.

(3) Cabin baggage is not included in the free baggage allowance, and its ticket fare is sold at normal discount.

(4) If carriage is handled by successive carriers, passengers must obtain the consent from relevant successive carriers.

2. Fragile or valuable baggage, in addition to other relevant provisions in this article, shall be handled in accordance with Paragraph 1 of this article, if extra seat is needed.

### 3. Diplomatic bags

(1) Diplomatic bags shall be carried on and taken care of by the diplomatic courier. Upon request by the diplomatic courier, Hainan Airlines may also carry them as checked baggage, but Hainan Airlines are liable for them only as common checked baggage.

(2) Diplomatic bags and baggage carried by the diplomatic courier may be weighed or counted together, and Hainan Airlines will collect excess baggage charges for the part in excess of free baggage allowance.

(3) Passengers shall apply for extra seat for diplomatic bags during seat reservation, and carriage as such is allowed upon the consent by Hainan Airlines.

(4) For each extra seat, diplomatic bags shall not exceed 75kg in total weight, and no more than 40cm x 60cm x 100cm in total dimensions. Extra seat for diplomatic bags all is ticketed at normal discount, and diplomatic bags with extra seat have no free baggage allowance.

(5) Confidential files carried by confidential staff shall be handled in accordance with this article.

### Article 71 Non-conforming Baggage

Passenger's checked baggage and non-checked baggage, if containing any prohibited, restricted, or dangerous items, as entirety, will be treated as non-conforming baggage. Non-conforming baggage will be handled as follows:

1. If non-conforming baggage is found at the place of origin, Hainan Airlines have the right to refuse carriage; if already accepted for transportation, Hainan Airlines have the right to cancel the transport, or transport it after non-conforming items in it are removed, and excess baggage charges will not be refunded.

2. If non-conforming baggage is found at the place of stopover, Hainan Airlines will promptly stop the carriage, and excess baggage charges will not be refunded.

3. Prohibited, restricted, or dangerous items contained in the non-conforming baggage shall be handed over to competent authorities.

#### Article 72 Cancellation of Carriage

1. Passengers who want to cancel the carriage of baggage at the place of origin must submit the request before the baggage is loaded on board. In case of ticket refund, passenger's checked baggage must be cancelled as well. In case of the above cancellation, excess baggage charges will be refunded as well.

2. If time permits, passengers may cancel the carriage of baggage at the place of stopover. But excess baggage charges for the unused part of the flight will not be refunded.

3. When the carriage of baggage with value declaration is cancelled, if at the place of origin, the surcharge on value declaration will be refunded, if at the place of stopover, the surcharge will not be refunded.

4. If, due to Hainan Airlines, passengers have to take another flight of Hainan Airlines, the transportation of baggage will be changed accordingly, excess baggage charges will be refunded if overpaid, and but no additional payment is required, if underpaid; The surcharge on value declaration will not be refunded; If passengers are transferred to a flight of another carrier, passengers shall cancel the carriage of baggage, and be refunded with excess baggage charges and surcharge on value declaration.

### Section 6 Delivery of Baggage

#### Article 73 Delivery of Baggage

1. Upon arrival at the airport, passengers shall promptly present the baggage tag identification coupon to collect their baggage. When necessary, passenger ticket shall be presented for inspection.

2. Failing to do so, passengers will be charged a storage fee as from 8:00 AM of the day following baggage arrival. Hainan Airlines have the right to dispose perishable items in passenger's package 24 hours after baggage arrival.

3. Hainan Airlines will deliver baggage upon presentation of baggage tag identification coupon, and are not liable for whether passengers collect the baggage in person or not and any losses and expenses thus incurred.

4. Hainan Airlines will timely inform passengers to collect their checked baggage if it has any delay. Unless otherwise specified by the State, if checked baggage has any

delay due to non-passenger reason, passengers may require it to be directly delivered, and Hainan Airlines will directly deliver it to passengers free of charge or consult with passengers for a solution. Hainan Airlines do not charge a storage fee on delayed baggage.

5. Passenger's acceptance of baggage without written complaint at the time of delivery is sufficient evidence that the baggage has been delivered in good condition and in accordance with the contract of transportation.

6. Passengers shall promptly report to Hainan Airlines if their baggage tag identification coupon is lost. Passengers shall provide sufficient evidence to collect their baggage and provide a receipt at the time of collection. Hainan Airlines are not liable if passenger's baggage is claimed by another person prior to passenger's report

#### Article 74 Baggage Undeliverable

From the day following the arrival of passenger's baggage, should passengers not collect it within 90 days, passengers will be deemed as having abandoned it, and Hainan Airlines may dispose of it as baggage undeliverable.

#### Article 75 Irregularities Handling

1. In case that baggage transportation has any delay, loss, or damage, Hainan Airlines or its authorized ground service agents will, together with passengers, fill in the Record of Baggage transportation Errors, find out the situation and reasons as soon as possible, and inform passengers and relevant parties of the result of investigation. Passengers may claim baggage compensation at the place of origin, stopover, or destination.

2. If, due to Hainan Airlines, passenger's checked baggage fails to arrive on the same flight with passengers and this causes any inconvenience to passenger's travel, Hainan Airlines will, as the case may be, offer passengers a provisional compensation to buy necessary everyday articles while waiting for baggage arrival.

#### Article 76 Baggage Transportation Compensation Claims

1. When collecting checked baggage, passengers shall make a written objection on the spot when they find any destruction, loss, or damage, and obtain the Record of Baggage Transportation Errors as an original evidence for compensation claim. Passenger's acceptance of baggage without written complaint at the time of delivery is sufficient evidence that the baggage has been delivered in good condition and in accordance with the contract of transportation.

2. When any destruction, loss, or damage to checked baggage is confirmed, at latest, passengers shall claim for compensation within 7 days after obtaining the Record of

Baggage Transportation Errors; Before the damaged or stained baggage leaves the baggage claim area, passengers shall request for the Record of Baggage Transportation Errors, and claim for compensation within 7 days after such request; Without raising an objection at the time of collection but finding any loss to checked baggage later on, passengers shall timely raise an objection to Hainan Airlines; If there is solid evidence indicating that the losses are caused due to Hainan Airlines, at latest, passengers shall present it to Hainan Airlines in writing within 7 days after receiving checked baggage. In case of baggage delay, passengers shall raise an objection or compensation claim, at latest, within 21 days as from checked baggage's arrival at the destination airport; Failure to object or claim compensation within the specified time will be deemed as having given up such claim or not causing losses.

3. Passenger's objection or compensation claim shall be accompanied by passenger's boarding pass or itinerary (photocopy), baggage identification tag coupon, Record of Baggage Transportation Errors, excess baggage ticket (for passenger, or photocopy), and other documents and relevant proofs indicating the content and price of the baggage.

## Chapter 6 Overbooking

### Article 77

To meet the travel needs of more passengers, Hainan Airlines overbooks some flights with full consideration to the routes, flight schedules, times, aircraft types, and connecting flights so that the number of passengers being denied boarding due to overbooking can be minimized.

### Article 78 Provisions on Handling of Overbooking

1. Hainan Airlines informs overbooked passengers of their rights through overbooking announcements on its official website and oral notifications.
2. If the actual number of passengers on board exceeds the number of available seats due to Hainan Airlines' overbooking, Hainan Airlines or its ground service agents will inform passengers who voluntarily give up their seats of the compensation and subsequent service arrangements by asking or placing bulletin boards at check-in counters and boarding gates at the beginning of check-in for flights, look for volunteers who give up their seats, and negotiate with passengers on the conditions for voluntarily giving up their itineraries.
3. Where Hainan Airlines and its ground service agents fail to recruit enough volunteers through the volunteer recruitment process, Hainan Airlines will designate the passengers who are denied boarding, based on the principles of public order and conscience, the needs of special passengers such as the elderly, the young, the sick,

and the disabled, as well as the subsequent flight connections and other factors, and also taking into consideration the following **rules on priority boarding**.

(1) Senior, young, sick, disabled, pregnant passengers, and unaccompanied children who have special service needs with the consent of Hainan Airlines and for whom arrangements have been made in advance.

(2) Fortune Wings Platinum, Gold and Silver Card passengers.

(3) Passengers connecting to subsequent international flights.

(4) Passengers on connecting flights with tight subsequent connecting time.

4. Hainan Airlines or its ground service agents shall provide the following services to passengers who voluntarily give up their itineraries or are denied boarding in accordance with the following provisions:

(1) Arranging for free the earliest available seats on subsequent flights to allow passengers to travel as soon as possible.

(2) Treating refunds as involuntary ticket refunds without charge.

(3) Treating as involuntary rebooking or change of flight.

(4) Providing passengers with free meals and drinks during meal time, or with free hotel rest service when the time of the subsequent flight is four hours or more different from the original flight time.

5. In addition to providing passengers with the services listed in 78.4, passengers who voluntarily give up their itineraries or are denied boarding will receive a cash compensation of RMB 200 per person if all of the following conditions are met. Hainan Airlines will provide compensation to passengers through cash or a corresponding proportion of Fortune Wings points.

(1) Passengers who have already reserved a seat on the flight (including passengers with award tickets redeemed with mileage), excluding passengers with various types of awards or discount or free tickets for airline staff.

(2) Passengers must arrive at the designated check-in counter before the deadline for completing the procedures to check in for their flights.

(3) Passengers who are not denied boarding under Article 50 and 51 of these Conditions of Carriage.

**Article 79** When a passenger voluntarily gives up itineraries due to overbooking or is denied boarding, he or she may obtain an "Overbooking Certificate" by logging into the Hainan Airlines APP, Hainan Airlines WeChat official account, etc.

## **Article 7 Passenger Services**

### **Section 1 General Services**

#### Article 80

Hainan Airlines shall adopt the ensuring of aircraft safety and flight regularity and providing good services as the criteria and conscientiously provide various services of air and ground passenger transportation with a friendly, courteous, warm, and considerate service attitude.

#### Article 81

Passengers shall be responsible for ground meal and accommodation expenses at connecting points of connecting flights. Passengers who meet the requirements of connecting accommodation can enjoy free connecting accommodation services.

#### Article 82

In the event of a sudden illness, childbirth, or distress during air transportation, Hainan Airlines shall actively take measures to provide assistance to the passenger.

#### Article 83

During the air flight, Hainan Airlines provides drinks or meals to passengers according to regulations.

### **Section 2 Additional Service Arrangements**

#### Article 84

If Hainan Airlines arranges for passenger services other than air transportation provided by a third party, or issue to a passenger a ticket or receipt of payment for ground transportation, hotel reservation, or vehicle rental provided by a third party (non-air) transportation or service, Hainan Airlines acts only as the passenger's agent in arranging such additional services, and is not responsible for the passenger's

access to and quality of such services. The terms and conditions of the third party service provider apply to such services.

#### Article 85

If Hainan Airlines also provides ground transportation to passengers, these conditions shall not apply to such ground transportation.

### **Section 3 Services for Irregular Flights**

#### Article 86

If a flight is delayed or cancelled at the place of origin due to Hainan Airlines such as maintenance, flight scheduling, crew, etc., Hainan Airlines will provide passengers with meals, accommodation, or other services as required.

#### Article 87

If a flight is delayed or cancelled at the place of origin due to reasons not on Hainan Airlines' part such as weather, air traffic control, other air user activities, public security, airports, joint inspection, fuel security, departure system, and passenger reasons, Hainan Airlines may assist passengers in providing meal information, accommodation information, and flight information enquiries, and the expenses incurred shall be borne by passengers themselves.

#### Article 88

If a flight is delayed or cancelled at a stopover or if a flight is diverted, regardless of the reason, Hainan Airlines will provide meals or accommodations to the stopover or diverted passengers as required.

#### Article 89

If a flight is delayed due to Hainan Airlines such as maintenance, flight scheduling, crew, etc., Hainan Airlines will provide compensation to passengers based on the actual situations of delay. Each passenger will receive 200 RMB for delays between four (included) and eight hours. The number goes up to 400 RMB if the delay exceeds eight hours (included). Passengers holding infant tickets will be compensated at 50% of the above standard. Hainan Airlines can provide compensation in the form of cash or equivalent proportion of Fortune Wings points, vouchers, and other means. If the above compensation standards are inconsistent with applicable local laws and regulations, they may be implemented in accordance with local laws and regulations.

#### Article 90



If a flight departs later than scheduled or is cancelled, Hainan Airlines, its sales agents, and ground service agents shall give priority to passengers in need of special care, such as restricted passengers, the elderly, pregnant women, and unaccompanied children.

#### Article 91

In the event of a flight delay or cancellation, Hainan Airlines and its ground service agents shall explain the delay or cancellation and inform the passengers of the delay or cancellation in a timely manner.

#### Article 92

Hainan Airlines and other support departments shall cooperate with each other and take responsibility to work together to ensure normal flights and avoid unnecessary flight delays.

## **Chapter 8 Conduct Aboard Aircraft**

#### Article 93

Behaviors like occupying seats by force, verbally abusing or physically assaulting others, obstructing the normal duties of the crew, taking control of the aircraft and damaging onboard facilities and equipment that disrupt public order, endanger public safety, and constitute violations of public security management will be punished by the public security authorities according to the law. In case of severe circumstances, criminal liability may be pursued. Please comply with regulations, uphold the law, and maintain a proper behavior while traveling.

#### Article 94

Passengers are not permitted to turn on and use portable electronic devices that actively transmit radio signals on board the aircraft and are not related to normal aircraft flight without the permission of Hainan Airlines. These devices include: mobile phones that cannot turn off the signal transmission function through the flight mode, portable televisions, radio receivers, radio transmitters, toys with wireless remote controls and other electronic devices with remote controls, portable chargers and power banks, and other electronic devices that can interfere with aircraft systems. PED devices that can be used throughout the flight include: small PEDs that can be grasped with one hand with the sum of the dimensions of length, with width and height of 31cm or less (with "stop transmission" or "flight mode" selected and with mobile data transmission, WI-FI function switched off), such as mobile phones, e-books, tablet PCs, MP3s/MP4s, video game consoles, smart watches, etc.; Electronic devices for medical aids, such as hearing aids, pacemakers,

etc.; And portable electronic devices that do not have a radio transmission function, such as electric shavers, small electric toys without wireless remote controls, portable walkmans, cameras, etc. PEDs that can only be used at cruising altitude include: laptops, some models of laptops, tablets, and other devices that are equipped with on-board WIFI (including in-flight LAN and air-to-ground WIFI) and can be connected to the on-board WIFI during the level-off phase by enabling the WIFI function.

#### Article 95

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

#### Article 96

Except for the alcoholic beverages provided by Hainan Airlines, no other alcoholic beverages are allowed on board the aircraft.

#### Article 97

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

## **Chapter 9 Administrative Procedures**

#### Article 98 General Provisions

1. The passenger shall be solely responsible for complying with all laws, regulations, orders, demands, and travel requirements of place of origin, stopover, and destination and the regulations and instructions of the carrier.
2. Hainan Airlines shall not be liable for any aid or information given by any agent or employee of Hainan Airlines to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and travel requirements, whether given in writing or otherwise; Or for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or, instructions.

#### Article 99 Travel Documents

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

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

#### Article 100 Refusal of Entry

1. The passenger shall agree to pay the applicable fare whenever Hainan Airlines, under government order, is required to return a passenger to his or her place of origin or elsewhere owing to the passenger's inadmissibility into a country, whether of transit or of destination.

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

#### Article 101 Fines, Detention Costs, etc.

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

#### Article 102 Customs Inspection

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

2. Hainan Airlines is not liable to the passenger for any losses or damage suffered by the passenger due to his or her failure to comply with the above-mentioned requirement.

#### Article 103 Safety Inspection

Passengers and their baggage shall go through any security checks by government, airport officials or Hainan Airlines.

#### Article 104 Laws and Regulations

Hainan Airlines is not liable if it determines that what it understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and does refuse the transportation of a passenger.

# Chapter 10 Liability for Losses and Limit of Compensation

## Article 105

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

## Article 106

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

## Article 107

Hainan Airlines will be liable for the destruction, loss, or damage of non-checked baggage caused by the mistake of Hainan Airlines, its employees, or agents.

## Article 108

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

Article 109 When a ticket is used for carriage by Hainan Airlines and another carrier or is a conjunction ticket, those carriages should be viewed as one. Hainan Airlines is liable only for losses occurring on its own transportation flights. Hainan Airlines issuing a ticket or checking baggage over the flights of another carrier does so only as an agent for that other carrier. For checked baggage, the passenger may seek compensation from the carrier that is listed first or last on the ticket or baggage ticket.

## Article 110

If it is confirmed that the losses mentioned in this article are caused or facilitated by the faults of the claimant or the one from whom the claimant obtains rights, Hainan Airlines will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the losses. If it is

confirmed that a person other than the passenger requires compensation for the passenger's injury or death and such injury or death is caused or facilitated by the passenger's own fault, Hainan Airlines will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the injury or death.

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

#### Article 111

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

#### Article 112

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

#### Article 113 Compensation liability limitations for personal damage

For any of the following circumstances, Hainan Airlines does not assume liability for any part of damage compensation exceeding the then-applicable limit under the Montreal convention for each passenger according to Article 105.

1. Injury or death of a passenger that is not caused by the mistake or other misconduct or inaction by Hainan Airlines, its employees, or agents.
2. Injury or death of a passenger that is caused by the mistake or other misconduct or inaction by a third party.

#### Article 114 Compensation liability limitations for delay, baggage and goods

For losses caused due to delay during baggage carriage, the compensation of Hainan Airlines to each passenger will be limited to the then-applicable limit under the Montreal convention.

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

## **Chapter 11 Passenger Complaints**

## Article 115

Passengers who have any complaints about the services provided by Hainan Airlines, its sales agents, online sales platforms, or ground service agents may contact Hainan Airlines through the following methods:

1. 24-hour hotline for passenger complaints: +86-898-95339; Hotline for service quality supervision: +86-898-66709315 (working hours: 08:30am-12:00pm, 13:00pm-17:30pm, closed on Saturdays, Sundays and public holidays);
2. Email for passenger complaints: [customer.care@hnair.com](mailto:customer.care@hnair.com);
3. Mailbox: Service Quality Inspection Center, Service Quality Management Department, Hainan Airlines Holdings Co., Ltd., Haian Airline Technic Building, Hainan Airlines Base, Meilan Airport, Haikou City, Hainan Province, postcode: 571132

# Chapter 12 Entry into Force and Modification

## Article 116

The Conditions are available in both Chinese and English versions. In the event of semantic conflict, the Chinese version shall prevail.

Article 117 The Conditions are now in force and have been made public on the official website of Hainan Airlines since October 26, 2023. The General Conditions of International Passenger and Baggage Transportation of Hainan Airlines Holding Co., Ltd. published by Hainan Airlines on August 18, 2023 is repealed at the same time. Tickets purchased prior to October 26, 2023 are subject to the General Conditions of transportation applicable at the time when the tickets are purchased.

## Article 118

Hainan Airlines is entitled to modify its transportation conditions, transportation regulations, fares, and charges without prior notice in accordance with the procedures prescribed by the Civil Aviation Administration of China. However, such modifications do not apply to the transportation that has already started or the tickets that have been purchased before such modifications are made. No staff members, sales agents, or employees of Hainan Airlines are entitled to modify or violate the transportation conditions, transportation regulations, fares, and charges that apply to Hainan Airlines.

# Chapter 13 Supplementary Articles

## Article 119

The rules issued by Hainan Airlines, including but not limited to free baggage allowance, excess baggage rates, etc. for each international and regional route (<https://www.hnair.com/lvxingxinxi/xlxx/mftyxl/>, <https://www.hnair.com/lvxingxinxi/xlxx/cxffxl/>), as well as the transportation standards for special passengers such as infants, pregnant women, unaccompanied children, and seriously ill patients ([www.hnair.com/lvxingxinxi/cxzb/lkxz/](http://www.hnair.com/lvxingxinxi/cxzb/lkxz/)) are subject to frequent modifications. As a result, they are displayed in the form of supplementary articles in the travel Information section of Hainan Airlines' official website with the General Conditions. The aforesaid information is part of the General Conditions. Passengers may know them upon purchase and read and understand them carefully through Hainan Airlines' official website.