

# 국제여객운송약관

GENERAL CONDITIONS OF CARRIAGE  
FOR INTERNATIONAL PASSENGER AND BAGGAGE

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## ARTICLE 1. DEFINITIONS

1. WE, OUR, OURSELVES and US means Jin Air Co.,Ltd.
2. YOU, YOUR and YOURSELF means any person, except members of crew, carried or to be carried in an aircraft pursuant to a Ticket.
3. BAGGAGE, which is equivalent to LUGGAGE, means such articles, effects and other personal connection with this trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.
4. BAGGAGE CHECK means those portions of the ticket that provide for the carriage of passenger's checked baggage and which are issued by carrier as a receipt of passenger's checked baggage.
5. BAGGAGE TAG means a document issued for identification and transportation of the checked baggage.
6. CARRIAGE, which is equivalent to transportation, means carriage of passenger and/or baggage by air, gratuitously or for reward.
7. CARRIER means air carrier and includes the air carrier issuing the ticket and all air carriers that carry the passenger and/or his baggage thereunder, or perform or undertake any other services related to such air carriage.
8. CHECKED BAGGAGE, which is surrendered with valid ticket, means baggage of which carrier takes custody and for which carrier has issued a baggage check and baggage(claim) tag(s).
9. CHECK-IN DEADLINE means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.
10. CHILD means, for the purpose of discounts for children, a person of 2 years of age or over but 12 years.
11. ROUND TRIP means travel from one point and return thereto by a continuous, circuitous air route; provided that where no reasonable direct schedule air service is available between two points, a break in the circle may be travelled by any other means of transportation without prejudice to the round trip.
12. CONDITIONS OF CONTRACT means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporated by reference, these Conditions of Carriage and notices.

13. CONJUNCTION TICKET means two or more tickets concurrently issued to a passenger and which constitute a single contract of carriage.
14. CONSEQUENTIAL DAMAGES means damages that are reasonable out-of-pocket expenses and other provable damages incurred by passenger as the consequence of the loss, damage, or delay in the delivery of the baggage.
15. CONVENTION means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, (hereafter called the "Warsaw Convention") or that Convention as amended at The Hague, September 28, 1955 (hereafter called the "Warsaw Convention as amended at The Hague, 1955"), or Convention for Unification of Certain Rules for International Carriage by Air, signed at Montreal on MAY 28, 1999 (hereafter called the "Montreal Convention") whichever may be applicable.
16. DAYS means full calendar days, including Sundays and legal holidays; provided that for the purpose of notification, the balance of the day upon which the notice is dispatched shall not be counted; and that for the purpose of determining duration of validity, the balance of the day upon which the ticket is issued or flight commenced shall not be counted.
17. DAMAGE includes death, injury, delay, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental thereto.
18. DESTINATION means the ultimate stopping place according to the contract of carriage. In the case of a round trip or circle trip, the destination is the same place as the point of origin.
19. ELECTRONIC COUPON means an electronic flight coupon or other value document held in Jin Air's database.
20. ELECTRONIC TICKET means the Itinerary/Receipt issued by Jin Air or on our behalf, the Electronic Coupons.
21. FLIGHT COUPON means Electronic Coupon, and indicates the particular places between which a passenger is entitled to be carried.
22. FORCE MAJEURE means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised. (Excluding traffic circumstances or cancellations of flights etc.)

23. FRENCH GOLD FRANCS means French francs consisting of 65 1/2 milligrams of gold at the standard of fineness of nine hundred thousandths.
24. INFANT means, for the purpose of discounts for infants, a person under 2 years of age.
25. INTERNATIONAL CARRIAGE OTHER THAN THAT DEFINED BY THE CONVENTION PREVIOUSLY MENTIONED means any carriage which is not international carriage as defined either by the Warsaw Convention or the Warsaw Convention as amended at The Hague, 1955 or by the Montreal Convention, but in which, according to the agreement made by the parties, the place of departure and the place of landing are situated in more than one country. As used therein, the term "country" that is equivalent to "state" includes all territory subject to its sovereignty, suzerainty, mandate, trusteeship or authority.
26. ITINERARY/RECEIPT means a document or documents Jin Air issue to Passengers travelling on Electronic tickets that contains the Passenger's name, flight information and notices.
27. JIN AIR means Jin Air Company, Limited.
28. MISCELLANEOUS CHARGES ORDER, or in case of electronic environment, the Electronic Miscellaneous Document (EMD), means a document issued by a carrier or its agent, requesting issue of an appropriate passenger ticket and baggage check or provision of service to the person named in such document.
29. NORMAL FARE means the full fare established for a normal, regular or used service, the application of which is not dependent upon any specially limited period of ticket validity or other special circumstances.
30. OPEN-JAW TRIP means travel that is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure of which are not the same.
31. PASSENGER means any person, except member of the crew, carried or to be carried in an aircraft with the consent of Carrier.
32. PASSENGER COUPON/PASSENGER RECEIPT means that portion of the passenger ticket constituting the passenger's written evidence of the contract of carriage.
33. PREPAID TICKET ADVICE (PTA) means the notification by teletype, commercial wire or mail that a person in one city has requested the issuance of prepaid transportation to a person in another city. Charges provided in applicable tariffs may be collected for the issuance of a prepaid ticket advice (PTA)



34. ROUND TRIP, which is equivalent to a return journey, means travel from one point to another and return by the same air route used outbound whether or not the fares outbound and inbound be the same, or travel from one point to another and return by an air route different from that used outbound, for which the same normal, though, one way fare is established.
35. SDR means a Special Drawing Right as defined by the International Monetary Fund.
36. SPECIAL FARE means a fare other than a normal fare.
37. STOPOVER, which is equivalent to a break of journey, means a deliberate interruption of a journey by the passenger, agreed to in advance by carrier, at a point between the place of departure and the place of destination.
38. TARIFF means Jin Air's fares, rates and charges for international carriage of passengers and baggage and related rules and regulations, which are made part of these Conditions of Carriage.
39. TICKET means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by or on behalf of Carrier, and including Conditions of Contract, notices and the coupons contained in it.
40. UNCHECKED BAGGAGE, which is equivalent to hand luggage, is baggage other than checked baggage.

## **ARTICLE 2. APPLICATION OF CONDITIONS**

### **1. General**

Nothing in these Conditions of Carriage and other applicable tariffs modifies or waives any provisions of the Convention.

### **2. Applicability**

To the extent not in conflict with the Convention and except as excluded by Jin Air's conditions in relation to carriage wholly on its own domestic services, these Conditions of Carriage shall apply to all carriage of passengers and baggage including all services incidental thereto, performed by Jin Air at fares, rates and charges published in connection with these Conditions of Carriage.

### **3. Gratuitous Carriage**

With respect to gratuitous carriage, Jin Air reserves the right to exclude the application of all or any part of these Conditions of Carriage, provided that any such exclusion shall be consistent with all applicable laws, government regulations and orders (including the Convention).

### **4. Charter Agreement**

Carriage of passengers and baggage performed to a charter agreement with Jin Air shall be preferably subject to such charter agreement, and any others not specifically provided in the charter agreement shall be subject to these Conditions of Carriage. The passenger, by accepting the carriage pursuant to a charter agreement shall be regarded as having agreed to the said agreement and these Conditions of Carriage, whether or not he has concluded the charter agreement with Jin Air.

### **5. Effectiveness**

All carriage of passengers and/or baggage shall be subject to these Conditions of Carriage and other applicable tariffs in effect on the date of commencement of carriage covered by the flight coupon of the ticket.

### **6. Amendment without Notice**

These Conditions of Carriage and other applicable tariffs shall be subject to amendment without prior notice due to applicable laws, government regulations, orders, requirements, service improvements and, etc. If the above Conditions of Carriage is amended for any other reasons, the amended Conditions of Carriage shall not be applied to the passengers who purchase the tickets before the amendment.

## ARTICLE 3. TICKET

### 1. General

A ticket will not be issued and in any case Jin Air will not transport the passenger until the passenger has paid the applicable fare or has complied with credit arrangement established by Jin Air.

### 2. Validity for Carriage

- A. The ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown therein and for the applicable class of service and is valid for the period of time specified or referred to in Subparagraph B below and for observing booking class as conditions in Subparagraph C. Each flight coupon will be accepted for carriage on the date and flight for which accommodation has been reserved. When flight coupons are issued on “open-date” basis, accommodations will be reserved upon application, subject to the availability of space. The place and date of issue are set forth on the flight coupons.
- B. A ticket issued at normal fare is valid for carriage for one year from the date of commencement of carriage, or if no portion of the ticket is used, from the date of issuance of the ticket. If the ticket is for or included fare having a shorter period of validity than indicated above, such shorter validity shall apply only in respect to transportation to which such fare applies.
- C. Booking class on the flight coupon shall be the same as booking class in PNR (Passenger Name Record). If booking classes are different from each other, the passengers holding such a ticket can be denied boarding a flight or be allowed to board with charges.
- D. The period of validity of Miscellaneous Charges Order/EMD will be one year from the date of issuance. A Miscellaneous Charges Order/EMD must be presented for a ticket within one year from the date of issuance; otherwise it will not be honored for a ticket.
- E. Tickets expire at midnight on the date of expiration of ticket validity. Travel on the last continuous portion by the last flight coupon of the ticket must be commenced prior to midnight of the date of expiration but may continue beyond, unless otherwise provided in applicable tariffs.
- F. An expired ticket or Miscellaneous Charges Order/EMD will be accepted for refund in accordance with Article 12.

### 3. Extension of Ticket Validity

A. Notwithstanding Paragraph 3. 2 above, the validity of a ticket will be extended by Jin Air without additional collection of fare as follows:

- 1) For no longer than 30 days beyond the original limit, when Jin Air:
  - ① cancels or postpones the flight during the period of validity;
  - ② omits a scheduled stop which is the passenger's place of departure, place of destination or place of stopover;
  - ③ fails to operate a flight reasonably according to schedule;
  - ④ cause the passenger to miss a connection;
  - ⑤ substitutes a different class of services; or
  - ⑥ is unable to provide previously confirmed spaces.
- 2) For no longer than 7 days beyond the original limit, when a passenger who holds a ticket valid for one year is unable to obtain space at time of application to Jin Air.

B. When a passenger is prevented from traveling by reason of illness

Unless otherwise provided in applicable tariffs, when a passenger is prevented from traveling within the period of validity of his ticket by reason of illness (but not pregnancy), Jin Air will extend the period of validity of such passenger's ticket until the date when he/she becomes fit to travel according to a medical certificate, or until the first service of the class of Jin Air, for which the fare has been paid, on which space is available after such date from the point where the journey is resumed or from the last connecting point. Provided that, when the flight coupons remaining in a ticket having a one-year validity involve one or more stopovers, the validity of such ticket will be extended for not more than 3 months from the date shown on the certificate.

In such circumstances, Jin Air will extend similarly the period of validity of tickets of persons traveling with an incapacitated passenger.

C. When a passenger dies en route, the validity of the tickets of the accompanying immediate family or other persons accompanying the passenger may be extended by not more than 45 days after the date of death.

D. When a ticket is sold at a special fare containing minimum-stay requirements, the minimum-stay requirement will be waived on presentation of a death certificate or a copy thereof for passengers who are:

- 1) members of the immediate family of a passenger who dies en route, or
- 2) other persons actually accompanying a passenger who dies en route.

- E. If a passenger holding a special fare ticket with a minimum-stay requirement desires to commence the return travel before the expiry of the minimum-stay period owing to the death of an immediate family member not accompanying the passenger, and a death certificate or a copy thereof is not immediately available, the passenger will be entitled to a refund of the additional amounts paid to permit earlier return, on presentation of a death certificate attesting to the death of such family member after the passenger's commencement of travel.
- F. When a ticket is sold at a special fare containing a minimum-stay requirement, the minimum-stay requirement will be waived when the passenger by reason of illness, substantiated by a medical certificate attesting to the illness of such passenger after passenger's commencement of travel, desire to commence return travel prior to the minimum-stay period. The passenger will be permitted to return at the special fare paid. The ticket must be endorsed "Early Return Account Illness of (name of passenger)" A copy of the medical certificate must be retained in the files for a minimum period of 2 years.<sup>1</sup>

#### **4. Coupon Sequence and Use**

- A. The ticket you have purchased is valid only for transportation as shown on the Ticket, from the place of departure via any agreed stopping places to the destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity or be refunded if all the Coupons are not used in the sequence provided in the Ticket.
- B. Should you wish to change any aspect of your transportation you must contact Jin Air in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact Jin Air as soon as practicable and Jin Air will use reasonable efforts to transport you to your next stopover or final destination for tickets issued by Jin Air, without recalculation of the fare. If all the Coupons are not used in the sequence due to Force Majeure, the unused Coupons prior to the transportation will lose its validity or be refunded..
- C. Should you change your transportation without our agreement, Jin Air will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. Jin

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<sup>1</sup> The same provisions will apply to immediate family member(s) accompanying the passenger.

Air will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.

- D. Please be aware that while some types of changes will not result in a changed fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.
- E. Except in the case of an electronic ticket, a passenger shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with carrier's Regulations and containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. In case of an electronic ticket, a person shall not be entitled to be carried on a flight unless that person provide positive identification and has a ticket valid and duly issued in accordance with Carrier's Regulations and contained in Carrier's database.

## **5. Absence, Loss or Irregularities or Ticket**

Jin Air will refuse carriage to any person not in possession of a valid ticket. In case of loss or presentation of the ticket or the applicable portion thereof, carriage will not be furnished for that part of the trip covered by such ticket or portion thereof until the passenger purchases another ticket at the current applicable fare for the carriage to be performed. Jin Air will not accept a ticket of any part of it is mutilated or if it has been altered or erased by other than carrier or if it is presented without the passenger coupon and all unused flight coupons.

Notwithstanding the foregoing Jin Air will issue at the passenger's request a new ticket with the collection of service charge to replace the lost one upon receipt of proof of loss satisfactory to Jin Air and if the circumstances of the case in Jin Air's opinion warrant such action; provided that the passenger agrees, in such form as may be prescribed by Jin Air, to indemnify for any loss or damage which Jin Air may sustain by reason thereof.

## **6. Non-Transferability**

- A. A Ticket is not transferable.
- B. Some Tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.
- C. If you have a Ticket, as described in B above, which is completely unused, and you are prevented from travelling due to Force Majeure, provided that you promptly advise Jin

Air and furnish evidence of such Force Majeure, Jin Air will provide you with a credit of the non-refundable amount of the fare, for future travel on Jin Air by the same person, subject to deduction of a reasonable administration fee.

- D. Jin Air shall not be liable to the person entitled to be transported or to the person entitled to receive such refund for honoring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith. If a ticket is in fact used by any person other than the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, Jin Air will not be liable for death or injury of such unauthorised person or for the loss, destruction, damage, or delay of such unauthorised person's baggage or other personal property arising from or in connection with such unauthorised use.

## **7. The Transfer of Your Holiday under the Package Travel Regulations**

Jin Air and our Authorised Agents will, if you ask, issue a new ticket to somebody else to replace your ticket if:

- A. Your ticket has been issued as part of a package to which The Package Travel, Package Holidays and Package Tours Regulations 1992 (SI 1992/3288) apply.
- B. You may transfer his booking to a person who satisfies all the conditions applicable to the package, provided that you give reasonable notice to Jin Air and our Authorised Agents to the contract of his intention to transfer before the date when departure is due to take place.
- C. Where a transfer is made in accordance with paragraph B above, the transferor and the transferee shall be jointly and severally liable to Jin Air and our Authorised Agents to the contract for payment of the price of the package (or, if part of the price has been paid, for payment of the balance) and for any additional costs arising from such transfer.

## **ARTICLE 4. STOPOVER**

### **1. Permission of Stopover**

- A. In case of a passenger holding a ticket issued at the normal fare, stopovers within the period of ticket validity will be permitted at any scheduled stop unless government requirements or applicable tariffs don't permit such stopover.
- B. In case of passengers holding tickets issued at special fare, stopovers will be subject to the limitations, prohibitions or additional stopover charges as provided in the applicable tariffs of Jin Air.

### **2. Prior Arrangement**

Stopovers shall be arranged with Jin Air in advance and specified in the passenger ticket.



## **ARTICLE 5. FARES, CHARGES AND ROUTINGS**

### **1. Applicable Fares and Charges**

- A. Except as otherwise provided in applicable tariffs, applicable fares and charges for carriage governed by these Conditions of Carriage and other applicable tariffs are those duly published by Jin Air, and shall be those in effect on the date on which full payment is made, for travel on specific dates and journey shown on ticket. When the fares or charges collected are not the applicable fares or charges, the difference will be refunded to or collected from the passenger, as may be appropriate.
- B. Published fares apply only for carriage from the airport at the point of origin to the airport at the point of destination and do not include ground transfer service with airport areas or between airports or between airport and downtown except where applicable tariffs specially provide that such ground transfer service will be furnished without additional charge.
- C. In the event of a voluntary change to the originating flight, the fares and charges for the passenger's journey shall be recalculated in accordance with fares and charges in effect on date on which the change is made and is reflected on the ticket.
- D. Except as otherwise provided in applicable tariffs, direct fares published in tariffs take precedence over any combination of intermediate fares applicable to the same class of service between the same points.
- E. Except as otherwise provided in applicable tariffs, fares published in tariffs entitle the passenger to occupy one seat of the applicable class provided that, when a passenger cannot be accommodated in one seat because of his size. If the passenger reserves two seats in advance, twice the applicable fare must be charged.

### **2. Construction of Unpublished Fares**

When the fare between any two points is not specially published, such fare will be constructed as provided in applicable tariffs.

### **3. Routings**

Except as otherwise provided in applicable tariffs, fares apply in either direction and only to routings published in connection therewith. If there is more than one routing at the same fare, the passenger, prior to issuance of the ticket, may specify the routing, and in respect to any open-date portion of such ticket, may specify an optional routing; if no routing is specified Jin Air may determine the routing.

#### **4. Payment of Fares and Charges**

##### **A. Currency of Payment**

Subject to currency exchange laws, government regulations and acceptability to Jin Air, payment of fares and charges may be made in a currency other than the currency in which the fares or charges is published.

##### **B. Applicable Rate of Exchange**

The rate of exchange determined by Jin Air will be used to convert the published fare of charge into the selling currency unless otherwise provided in applicable tariffs.

## **ARTICLE 6. REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS**

### **1. Changes Requested by Passenger**

- A. At the passenger's request, Jin Air will effect a change in the routing (other than the point of origin), carrier(s), class(es) of service, destination, fare or validity specified in an unused ticket, flight coupon(s) or Miscellaneous Charges Order/EMD by issuing a new ticket or by endorsing such unused ticket, flight coupon(s) or Miscellaneous Charges Order/EMD, provided that:
- 1) Jin Air issued the original ticket, Miscellaneous Charges Order/EMD, or
  - 2) Jin Air is the carrier designated in the "via carrier" box, or no carrier is designated in the "via carrier" box, of the unused flight coupon or Miscellaneous Charges Order/EMD for the first onward carriage from the point on the route the change is to commence; however, where the carrier who issued the ticket is designated as carrier for any subsequent section(s) and has an office or general agent who is authorised to make endorsements, at the point on the route where the change is to commence or where the passenger makes his request for such change, Jin Air shall obtain such issuing carrier's endorsement;
  - 3) Jin Air has received written or telegraphic authority to do so from the carrier entitled to effect the change.
- B. When the rerouting results in a change of fare, the new fare and charges shall be calculated as provided in the applicable tariffs.
- C. In the case of a ticket or Miscellaneous Charges Order/EMD issued pursuant to a Prepaid Ticket Advice, the authorization to make endorsement shall not apply to the carrier issuing such document but shall remain with the carrier issuing the Prepaid Ticket Advice.
- D. The expiration date of any new ticket issued for a revised routing will be limited to the expiration date that would have been applicable had the new ticket been issued on the date of sale of the original ticket or Miscellaneous Charges Order/EMD.

### **2. Involuntarily Revised Routings**

- A. In the event Jin Air cancels a flight, fail to operate a flight reasonably according to schedule, fails to stop at a point to which the passenger is destined or is ticketed to stopover, is unable to provide previously confirmed space, or the passenger is refused carriage or removed in accordance with Article 9. 1. Jin Air will either;

- 1) carry the passenger in another flight of Jin Air on which space is available,
  - 2) endorse to another carrier or other transportation service the unused portion of the ticket for the purpose of rerouting
  - 3) reroute the passenger to the destination or point of stopover shown on the ticket or applicable portion thereof by its own or other transportation services; or
  - 4) make involuntary refund in accordance with Article 12. 3.
- B. In the event a passenger misses an onward connecting flight of Jin Air on which space has been reserved for him because the delivering carrier did not operate its flight according to schedule, or changed the schedule of such flight, the delivering carrier will arrange for the carriage of the passenger or make other arrangements and Jin Air shall not be liable for such missed connection.

# ARTICLE 7. RESERVATIONS

## 1. General

A ticket will be valid for the flight(s) for which reservation(s) shall have been made, and only between the points named on the ticket or applicable flight coupons. A passenger holding an unused open-date ticket or portion thereof, or Miscellaneous Charges Order/EMD, or who wished to change his ticketed reservations to other reservations shall not be entitled to any preferential right with respect to the obtaining of reservations.

## 2. Conditions of Reservation

- A. A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by a reservations agent of Jin Air, and a record of the confirmed space is reflected in Jin Air's reservations system. Whenever a passenger fails to purchase a ticket for the reserved space by the time fixed by Jin Air, Jin Air will cancel the reservations at any time without notice.
- B. Jin Air may change pre-assigned seat without any notice under unavoidable circumstances such as flight cancellation, delay or change of aircraft. Jin Air does not guarantee allocation of any particular space in the aircraft.

## 3. Reconfirmation of Reservation

- A. Onward or return reservations may be subject to the requirement to reconfirm the reservation within specified time limits. Jin Air will advise you when Jin Air require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, Jin Air may cancel your onward or return reservations. However, if you advise Jin Air that you still wish to travel, and there is space on the flight, Jin Air will reinstate your reservations and transport you. If there is no space on the flight Jin Air will use reasonable efforts to transport you to your next or final destination.
- B. You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you should reconfirm with the carrier whose code appears for the flight in question on the Ticket.

## 4. Communication Charges

The passenger will be charged for any communication charge paid or incurred by Jin Air for telephone, telegraph, radio or cable arising from a special request of the passenger concerning a reservation.

## 5. Cancellation of Reservation

- A. Please be advised that in the event you do not show up for confirmed flight without advising Jin Air in advance, Jin Air may cancel your return or onward reservations. However, if you do advise Jin Air in advance, Jin Air will not cancel your subsequent flight reservations.
- B. Jin Air may, at its own discretion, cancel a part of the passenger's reservations without notice to the passenger or its agent if two or more seats are reserved for the passenger in the same reservation record and if:
  - 1) multiple reservations have identical on-board segment as well as boarding date;
  - 2) it is reasonably considered that passenger cannot use all of the flights because the on-board segments are identical and each boarding date is within 7 days of the earliest departure date;
  - 3) it is reasonably considered that the passenger cannot use all of the reserved flights.

## 6. Reservation Cancellation by Passenger and No-Show Penalty

- A. A passenger who wishes to cancel his or her confirmed seat must notify Jin Air or its authorized agent of the cancellation by the scheduled departure time of the flight.
- B. When a passenger does not notify the Jin Air of cancellation by the scheduled departure time and fails to use his or her confirmed space, Jin Air will collect a no-show penalty as separately stipulated by Jin Air.
  - 1) When a passenger does not notify the Jin Air of cancellation by the scheduled departure time and fails to use his or her confirmed space, or fails to board the flight after check-in, Jin Air will collect a no-show penalty as separately stipulated by Jin Air.
  - 2) When a passenger fails to cancel the flight in advance due to passenger's condition, Jin Air will collect a refund penalty and a no-show penalty.

## 7. Personal Information

A passenger or its agent should furnish Jin Air with the required passenger's personal information (name, telephone number, address, credit card number, etc.) for requesting flight reservation or any other services that may or may not be provided through Jin Air. In order to provide the requested services or products, Jin Air may share the passenger's personal information with any of its own offices, its agents, other carriers, other affiliated companies, and the providers of services, and that may provide the passenger's personal information with the government authorities or other agencies concerned to comply with all laws, regulations, orders, demands of countries to be flown from, to or over.

## **ARTICLE 8. CHECK-IN & BOARDING**

### **1. Check-in Deadlines**

Check-in Deadlines are different at every airport and Jin Air recommend that you inform yourself about these Check-in Deadlines and honor them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. Jin Air reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. Jin Air or our Authorised Agents will advise you of the Check-in Deadline for your first flight on Jin Air. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from Jin Air or our Authorised Agents.

### **2. Boarding Deadlines**

- A. You must be present at the boarding gate not later than the time specified by Jin Air when you check in.
- B. Jin Air may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

### **3. Liability**

Jin Air will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

## ARTICLE 9. REFUSAL AND LIMITATION OF CARRIAGE, ETC

### 1. Rights to Refuse Carriage

- A. Jin Air, in the reasonable exercise of its discretion, may refuse to carry passenger or his/her baggage, if it has notified him/her in writing that it would not at any time after the date of such notice carry such passenger on its flights.
- B. Jin Air will refuse carriage or deplane en route passenger or his/her baggage, if one or more of the following have occurred or it reasonably believes may occur.
- 1) The passenger has failed to observe the instructions or requirements by the government authority concerned or Jin Air with respect to safety or security;
  - 2) Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
  - 3) The carriage of passenger or baggage may endanger or affect the safety, health, or materially affect the comfort of other passenger or crew;
  - 4) The mental or physical state of passenger, including the impairment from alcohol or drugs, presents a hazard or risk to himself/herself, to other passenger, to crew, or to property;
  - 5) The passenger has committed misconduct on a previous flight, and Jin Air has reason to believe that such conduct may be repeated;
  - 6) The passenger has refused to submit to a security check for his/her person or property;
  - 7) In case an aircraft should be overloaded above the allowable maximum load, Jin Air has the rights to decide passengers or property to be carried;
  - 8) The passenger seeks to enter a country through which he/she may be in transit, or for which he/she does not have valid travel document, or destroys, alters or counterfeits documentation, or he/she has refused to surrender travel documents to be held by Jin Air in exchange of a receipt therefor;
  - 9) The passenger presents a ticket that has been acquired unlawfully, has been purchased from an entity other than Jin Air or its authorised agent, or has been reported as being lost or stolen, or is a counterfeit;
  - 10) The passenger has refused to surrender his/her identification upon request by Jin Air or its designated agent in order to check if he/she is the person named on his/her ticket, or he/ she fails to identify by himself/herself;
- C. When flight is overbooked or maximum allowed load of aircraft is overloaded due to Jin Air's responsibility, Jin Air may request or look for volunteers to be offloaded. Despite of Jin Air's attempt to minimize the number of involuntary denied boarding



passengers but if involuntary denied boarding is inevitable, Jin Air may select the following passengers to be offloaded in sequence: airline staffs who are not directly relevant to flight operation, passengers who do not have confirmed tickets, passengers with confirmed tickets. Any disputes arising from this procedure may be settled according to any applicable government laws and international conventions. However, passengers travelling with infants, incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance are excluded from involuntary denied boarding list.

- D. Due to unforeseeable causes for which Jin Air is not liable, when maximum allowed load of aircraft is reduced, Jin Air may select passenger or baggage to be offloaded in order to meet the allowed load of aircraft. However, Jin Air may select the following passengers to be offloaded in sequence: airline staffs who are not directly relevant to flight operation, passengers who do not have confirmed tickets, passengers with confirmed tickets. However, passengers travelling with infants, incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance are excluded from involuntary denied boarding list.
- E. Jin Air will make refund for the unused portion(s) of ticket in accordance with the provisions in Article 12. 3. herein, for the passenger who is refused carriage or disembarked en route for one of the reasons in Paragraphs “A” through “D” above.

## **2. Conditional Acceptance of Carriage**

- A. Jin Air will carry, subject to the applicable tariffs and the related regulations, a passenger whose status, age, or mental or physical condition may involve any hazard or risk to himself/herself, on the expressive condition that it will not be liable for any injury, illness or disability or any aggravation or consequences thereof, including death, caused by such status, age, or mental or physical condition.
- B. Acceptance for carriage of incapacitated persons, pregnant women, persons with illness or other persons requiring special assistance may be subject to prior arrangement with Jin Air in accordance with Jin Air’s regulations. The passenger with disabilities who has advised Jin Air of the disability and any special requirements in advance and been accepted by Jin Air, shall not subsequently be refused carriage on the basis of such disability or special requirements.

## **3. Conducts Aboard Aircraft**

- A. If a passenger conducts himself/herself aboard the aircraft one of the following, Jin Air may take such measures as it deems necessary to prevent continuation of such conduct, including restraint. Such passenger may be disembarked and refused

onward carriage at any point, and may be prosecuted for offences committed on board the aircraft:

- 1) The passenger endangers the aircraft or any person or property on board;
- 2) The passenger fails to comply with any instructions or requirements of the crew including but not limited to those with respect to smoking, alcohol or drug consumption;
- 3) The passenger behaves in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew;

B. The passenger shall be liable for any damages incurred as result of any of the conducts referred to in Paragraph A above.

#### **4. Electronic Devices**

For safety reasons, Jin Air may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular phones, portable televisions, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices including radio controlled toys and walkie-talkies.

# ARTICLE 10. BAGGAGE

## 1. Checked Baggage

- A. Nothing contained in these Conditions of Carriage shall entitle a passenger to have his baggage checked on a journey for which Jin Air does not offer facilities for checking of baggage.
- B. Upon delivery to Jin Air of the baggage to be checked, Jin Air will insert in the ticket or database the number of pieces and weight of the checked baggage (which act shall constitute the issuance of the baggage check); in addition, Jin Air will issue, a baggage (claim) tag for each piece of baggage so delivered and covered by the baggage check.
- C. All checked baggage must be properly packed in suitcase or similar container in order to ensure safe carriage with ordinary care in handling. Electronics such as laptop computers, camcorders, cameras, mobile phones, MP3 players etc. and fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, samples or business documents should not be placed in and will not be accepted as checked baggage.

## 2. Movement of Baggage

Checked baggage will be carried in the same aircraft as the passenger unless such carriage is impracticable due to its space, in which event Jin Air will move the baggage on the next preceding or subsequent flight on which space is available.

## 3. Inspection of Baggage

Jin Air has the right, but not the obligation, to verify in the presence of passenger the contents of his baggage, and, in the case of unaccompanied baggage and baggage set out in paragraph 5 below, to open and examine such baggage whether or not the passenger is present. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by Jin Air to carry such contents as would otherwise be precluded from carriage.

## 4. Delivery of Baggage

- A. Checked baggage will be delivered to the bearer of the baggage check upon payment of all unpaid sums due to Jin Air under contract of carriage and upon return to Jin Air of the baggage (claim) tag(s) issued in connection with such baggage. Jin Air is under no obligation to ascertain that the bearer of the baggage check and baggage (claim) tag is entitled to delivery of the baggage and Jin Air is not liable for any loss, damage or expense arising out of or in connection with its failure so to ascertain. Except as provided in Subparagraph C below, delivery will be at the destination shown in the baggage check.

- B. If the provisions of Subparagraph A above are not complied with by a person claiming the baggage, Jin Air will deliver the baggage only on condition that such person established to Jin Air's satisfaction his rights thereto and, if required by Jin Air, such person shall furnish adequate security to indemnify Jin Air for any loss, damage or expense which may be incurred by Jin Air as a result of such delivery.
- C. At the request of the bearer of the baggage check and baggage (claim) tag(s), checked baggage may be delivered at the place of departure or an intermediate stopping place upon the same condition provided for in Subparagraph A above, unless precluded by government regulations, and unless time and circumstances do not permit. In delivering baggage at the place of departure or at an intermediate stopping place, Jin Air shall be under no obligation to refund any charges paid for such baggage.
- D. Acceptance of baggage by the bearer of the baggage check and baggage(claim) tag(s) without written complaint at the time of delivery is presumptive evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

## **5. Dangerous, Damageable or Unsuitable Baggage**

Passenger must not include in his baggage articles which are likely to endanger the aircraft, person or property, or which are likely to be damaged by air carriage or which are unsuitably packed, or the carriage of which is forbidden by any applicable laws, regulations or orders of any country to be flown from, into or over. If, in the opinion of Jin Air, the weight, size or character of baggage renders it unsuitable for carriage on the aircraft, Jin Air, prior to or at any stage of the journey, will refuse to carry the baggage or any portion thereof

## 6. Free Baggage Allowance for Passenger

A. Unless specified in applicable tariffs, the free baggage allowance of each passenger, including checked baggage only, will be limited as follows:

Division		Checked Baggage
Adults and Children (Over 2 years of age)	Southeast Asia/Japan /Hong Kong/Macau/ Taiwan	15kg(33lbs)
	China (Excluding Hong Kong/ Macau)	20kg(44lbs)
	USA (Excluding Guam)	2 pieces, less than 23kg(50lbs) each (Total dimensions of a piece-less than 158cm(62ins), Total dimensions of 2 pieces-less than 273cm/107ins)
	Australia, Guam	1 piece, less than 23kg(50lbs) each (Total dimensions of a piece-less than 158cm(62ins))
Infants (Under 2 years of old))	All International	1 piece with a size of less than 115cm/45ins and maximum weight of 10kg/22lbs + 1 collapsible stroller, of child car seat (Total 2 pieces)

B. Pooling of free baggage allowance

When two or more passengers, traveling as one group to a common destination or point of stopover by the same flight, present themselves and deliver their baggage to Jin Air at the same time and place, the passengers shall be permitted, upon request, a total free baggage allowance equal to the combination of their individual free baggage allowance. The weight or the number of pieces of baggage in excess of the combined free baggage allowance shall be subject to excess baggage charges.

In case of flights operate from/to/via USA and Australia, the combination of their individual free baggage allowance, only the total number of pieces will be combine and the weight and size of each bag must not exceed the free baggage allowance.

In the other sections, the total weight can be combine regardless of the number of pieces.

- C. The excess baggage charges for special items (including sports equipment etc.) will be subject to the rules and regulations of Jin Air.

## **7. Carry-on Items (Unchecked-in Baggage)**

- A. In addition to free baggage allowance, each passenger may carry the baggage suitable for placing in closed overhead rack or under passenger seat on the passenger's custody, with maximum three dimensions of not more than 115cm (maximum length of each side is width 40 cm, depth 20cm, height 55cm). Baggage allowance for carry-on items for the services of class is subject to Jin Air's conditions of limitations.
- B. Items below may be carried in the hold of the aircraft; provided that such items will be considered to be checked baggage and no excess baggage charge will apply. Articles listed below may be carried, free of charge, in cabin by passenger in addition to above A provision.
  - 1) An overcoat or blanket or wrap
  - 2) Some books
  - 3) Infant's food for consumption in flight
  - 4) A fully collapsible wheelchair, a pair of crutches, braces and the prosthetic devices for the physically handicapped passenger's use; provided that the passenger is fully dependent upon them.
- C. When for operational reasons there is not space in the cabin to accommodate carry-on items, such items may be carried in the hold of the aircraft; provided that such items will be considered to be checked baggage and no excess baggage charge will apply.
- D. Jin Air will limit the acceptance of articles for carriage in passenger cabin to conform with security regulations or others.
- E. The total weight of a pet accompanied by a passenger, when accepted, including the container carried, will not be included in the free baggage allowance of the passenger and the passenger will be assessed the applicable excess baggage charge prescribed in the applicable tariffs for the total weight of the pet and the container.

## **8. Excess Baggage Charges**

- A. Baggage exceeding the free baggage allowance set forth on Paragraph 6. A above shall be charged excess baggage charges prescribed in the applicable tariffs in effect on the date of issuance of excess baggage ticket.
- B. Payment of Excess Baggage Charge

At the passenger's option, excess baggage charges will be payable either at the point of origin for the entire journey via stopover points to final destination (even though baggage may not in some cases be checked through to final destination), or at the points of origin to the point of stopover, in which case, when trip resumed, the charges will be payable from the point of stopover to the next point of the stopover or destination.

- C. Notwithstanding the provisions in Paragraph 7. above, each passenger, subject to advance arrangement with Jin Air, may carry on board the aircraft baggage of such bulky or fragile nature as to require blocking out or use of a seat or seats, subject to a maximum weight of 73kgs (161 pounds) per seat; provided that the weight of such baggage so carried shall not be included on determining the passenger's free baggage allowance nor his excess baggage charges. The charge for such baggage so carried per seat shall be the fare which would have been charged to passenger occupying such seat(s) for applicable journey at the time of booking the additional seats; provided that inclusive tour, child or other rebated fare such as spouse, agent or ship's crew may not be used.

## **9. Excess Value Charges**

- A. A passenger may declare a value for baggage in excess of SDR 1,288 for the international carriage to which the Montreal Convention is applied. A passenger may declare a value for checked baggage in excess of USD20 (250 French Gold Francs) or its equivalent per kilogram for the international carriage to which the Warsaw Convention or the Warsaw Convention as amended at the Hague, 1955 is applied. When such declaration is made, a charge for such excess value will be assessed by Jin Air for the carriage performed by Jin Air at the rate of USD0.50 for each USD100 or fraction thereof, subject to the valuation limits of Subparagraph B below.
- B. No baggage or other property of any one passenger having a declared value in excess of USD2,500 will be accepted for carriage by Jin Air, unless advance arrangement is made.
- C. Except as otherwise provided in applicable tariffs, excess value charges will be payable at the point of origin for the entire journey to final destination; provided that, if at a stopover en route a passenger declares a higher excess value than that originally declared, additional excess value charges for the increased value from such stopover point to final destination will be payable

## **10. Excess Baggage and Value Charges on Rerouting or Cancellation**

In the case of rerouting or cancellation of carriage, the provisions which govern with respect to the payment of additional fares or the refunding of fares shall likewise govern the payment or the refunding of excess baggage charges and excess value charges, but no refund of value charges will be made when a portion of carriage has been completed.

## **11. Payment of Baggage Charges**

Jin Air will not carry baggage until the passenger has paid all applicable charges or has complied with credit arrangements established by Jin Air.

## **12. Checking of Baggage by Jin Air**

Except as otherwise provided in these Conditions of Carriage, Jin Air will, upon presentation by a passenger of a valid ticket covering transportation over the lines of Jin Air or over the lines of Jin Air and one more other carriers, check baggage which is tendered by the passenger for carriage over such lines designated on such ticket at the city or airport office designated by Jin Air, and within the time prescribed by Jin Air, but Jin Air will not check the baggage so tendered:

- A. Beyond the destination, or not on the routing, designated on such ticket;
- B. Beyond the next point of stopover;
- C. Beyond a point of transfer to any other carrier with which Jin Air has not concluded an interline baggage agreement or which has different regulations for carriage of baggage;
- D. Beyond a point beyond which the passenger holds no reservation;
- E. Beyond a point at which the passenger is to transfer to a connecting flight, and such flight is scheduled to depart from a different airport from that at which the passenger is scheduled to arrive;
- F. Beyond a point at which the passenger desires to resume possession of such baggage or any portion thereof; or
- G. Beyond a point beyond which all applicable charges have not been paid.

## **13. Animals**

- A. Animals such as dogs, cats and household birds will be accepted for carriage with the advanced agreement of Jin Air, subject to rules and regulations of Jin Air.



- B. Prohibition or limitation of live animals aboard the aircraft may be enforced according to the age or condition of animals or type of aircraft or flight time, subject to rules and regulations of Jin Air.
- C. Jin Air will accept carriage of animals subject to rules and regulations of Jin Air if passenger puts those animals into a proper container and obtains valid health and vaccination certificates, entry permits and any other documents each required by any state or country to be flown into or over.
- D. If accepted as baggage, the animal other than service dog, together with its container and food carried, shall not be included in the free baggage allowance of the passenger but constitute excess baggage, for which the passenger shall pay the applicable rate.
- E. Service animals accompanying a passenger with disability to assist such passenger, will be carried free of charge in addition to the free baggage allowance.
- F. Acceptance for carriage of animals is subject to the condition that the passenger has full responsibility for such animal. Jin Air shall not be liable for injury to or loss, delay, sickness or death of such animal or in the event that it is refused entry into or passage through any country, state or territory.
- G. Jin Air will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person transporting the animal must reimburse Jin Air for any fines, costs, losses or liabilities reasonably imposed or incurred by Jin Air as a result.

# ARTICLE 11. SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHTS

## 1. Schedules

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

When Jin Air accepts your booking, Jin Air will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible Jin Air may need to change the scheduled flight time subsequent to issuance of your Ticket. If passengers provide Jin Air with his or her contact information, Jin Air will endeavor to notify the passengers of any such changes of flight time. In case the notice on the changes of the flight time has not been reached to passenger due to the causes attributable to the passenger, including but not limited to providing incorrect contact information or not providing updated contact information, Jin Air shall not be liable for any losses or damages arising out of such result. If, after you purchase your Ticket, Jin Air make a significant change to the scheduled flight time, which is not acceptable to you, and Jin Air are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 12. 3.

## 2. Cancellations

- A. Jin Air may, without notice, substitute alternate carrier or aircraft.
- B. Jin Air may without notice, cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with these Conditions of Carriage the fare and charges for any unused portion of the ticket; While Jin Air shall be liable for failure or delay of flights caused as a result of carrier's willful misconduct or negligence, as set forth in the applicable tariffs, regulations and Conditions of Carriage herein.
- 1) Because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, strikes, riots, civil commotion, embargoes, wars, hostilities, disturbances, or unsettled international conditions),

- actual, threatened or reported, or because of any delay, demand, condition, circumstances or requirement due, directly or indirectly, to such fact; or
- 2) Because of any fact not to be foreseen, anticipated or predicted; or
  - 3) Because of any government regulation, order, demand or requirement; or
  - 4) Because of shortage of labor, fuel or facilities, or labor difficulties of Jin Air or others.
- C. Jin Air may cancel the right or further right of carriage of the passenger and his baggage upon refusal of the passenger, after demand by Jin Air, to pay the fare or portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger, without being subject to any liability therefore except to refund, in accordance with these Conditions of Carriage, the unused portion of the fare and charge(s) previously paid, if any.

# ARTICLE 12. REFUNDS

## 1. General

Refund by Jin Air for an unused ticket or portion thereof or Miscellaneous Charges Order/EMD will be made in accordance with the following conditions, except as otherwise provided in Paragraph 5. Below:

- A. Application for refund should be made during the period of validity of the ticket or Miscellaneous Charges Order/EMD, and Jin Air will refuse refund when application therefor is made more than 30 days after expiration date of the ticket or Miscellaneous Charges Order/EMD.
- B. Person requesting refund must surrender to Jin Air all unused flight coupon(s) of the ticket or Miscellaneous Charges Order/EMD excluding Electronic Ticket.
- C. Except as provided below, refund will be made to the person named as the passenger on the ticket or Miscellaneous Charges Order/EMD.
  - 1) Refund of the tickets or Miscellaneous Charges Order/EMDs issued:
    - ① Under the Universal Air Travel Plan will be made to the account of subscriber against whose Air Travel Card they were issued.
    - ② against a Government Transportation Request will be made to the government agency which issued the Government Transportation Request.
    - ③ Against a commercial credit card will be made only to the commercial credit card account of the person to whom such credit card has been issued.
- D. Refund made in accordance with this rule to a person representing himself as the person, company or travel agent named or designated in the document presented for refund will be a valid refund and Jin Air will not be liable to the true person for another refund.
- E. Jin Air may refuse refund on a ticket which has been presented to government officials of a country or to Jin Air as evidence of intention to depart therefrom unless the passenger establishes to Jin Air's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or conveyance.

## 2. Currency

All refunds will be subject to government laws, rules, regulations or orders of the country in which the ticket or Miscellaneous Charges Order/EMD was originally purchased and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will be made in the currency in which the fare was paid, or in lawful currency of Korea or of the

country where the refund is made or in the currency of the country in which the ticket or Miscellaneous Charges Order/EMD was purchased, in an amount equivalent to the amount due in the currency in which the fares were originally collected. However, when requested to refund in Korea, the refund will be basically made in lawful currency of Korea, which is Korean Won.

### **3. Involuntary Refund**

- A. For the purpose of this paragraph, the term “Involuntary Refund” means any refund made because the passenger is prevented from using the carriage provided for in his ticket because of cancellation of flight, or inability of Jin Air to provided previously confirmed space, or substitution of a different type of equipment or class of service by Jin Air, or missed connections, or postponement or delay of flight, or omission of scheduled stop, or refusal to carry under conditions prescribed in Article 9. 1.
- B. The amount of an involuntary refund will be as follows:
- 1) When no portion of the trip has been made, the amount of refund will be the amount of fare paid.
  - 2) When a portion of the trip has been made, the amount of refund will be the amount computed as shown below,
    - ① Either an amount equal to the one-way fare less the same rate of discount, if any, that was applied in computing the original one-way fare (or on round trip or circle trip tickets, one-half of the round trip fare less the same rate of discount, if any) and charges applicable to the unused transportation from the point of termination to the destination or stopover point named on the ticket or to the point at which transportation is to be resumed; or
    - ② The difference between the amount of fare paid and the amount of fare for the transportation used.

### **4. Voluntary Refund**

- A. The term “Voluntary Refund”, for the purpose of this paragraph, means any refund of a ticket or Miscellaneous Charges Order/EMD other than “Involuntary Refund” as defined in Paragraph 3. A above.
- B. The amount of a voluntary refund will be as follows:
- 1) When no portion of the trip has been made, the amount of refund will be the amount of fare paid, less any applicable service charge or cancellation fees.
  - 2) When a portion of the trip has been made, the amount of refund will be the difference, if any, between the full amounts of fare paid and the amount of fare

and charges applicable between the points between which the ticket has been used, less any applicable service charges or cancellation fees.

- C. When the refunding of any portion of ticket would result in such ticket having been used between points where carriage of traffic is prohibited, the refund, if any, shall be determined in accordance with Subparagraph B. 2) above as if such ticket had been used to a point beyond, to which carriage of traffic is not prohibited.

## 5. Refund on Lost Ticket

The following provisions will govern refund of a lost ticket or unused portion thereof:

- A. Refund application must be made not more than 30 days after the expiration date of the lost ticket. Refund will only be made provided that the lost ticket or lost portion thereof has not been honored for transportation of, or refunded upon surrender by, any person prior to the time the refund is made and further provided that the passenger agrees to indemnify Jin Air and hold Jin Air harmless against any and all loss, damage, claim or expense, including (but without limitation) reasonable attorney fees, which Jin Air may suffer or incur by reason of the making of such refund and/or the subsequent presentation of said ticket(s) for transportation, refund or any other use whatsoever.
- B. If you furnish Jin Air with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made on one of the following bases, whichever is applicable:
  - 1) If no portion of the ticket has been used:
    - ① If the passenger has not purchased a replacement ticket, refund will be the full amount of the fare paid;
    - ② If the passenger has purchased a new(replacement) ticket, Jin Air will refund the amount of fare paid for such new ticket to the passenger provided that the ticket is issued at the same class of services, validity, itinerary, and special conditions as the original lost ticket. If the passenger has purchased a replacement ticket with different conditions, Jin Air will refund amount calculated according to the applicable tariffs.
  - 2) If a portion of the ticket has been used;
    - ① If the passenger has not purchased a replacement ticket, refund will be the difference, if any, between the full amount of fare paid and the amount of fare and charges applicable between the points between which the ticket has actually been used;
    - ② If the passenger has purchased a new (replacement) ticket, Jin Air will refund the amount of fare paid for such new ticket to the passenger provided that the

ticket is issued at the same class of services, validity, itinerary, and special conditions as the original lost ticket. Jin Air will refund amount calculated according to the applicable tariffs.

- 3) The refunds described in the provisions of 1) and 2) will be subject to any expenses incurred by Jin Air as a result of such loss.
- C. If Jin Air or our Authorised Agent loses the Ticket or portion of it, the replacement or refund of the lost ticket shall be our responsibility.
- D. The foregoing provisions shall also apply to lost Miscellaneous Charges Order/EMD.

## ARTICLE 13. GROUND TRANSFER SERVICES

Except as otherwise specified in applicable tariffs, Jin Air does not maintain, operate or provide ground transfer service within airports or between airport and downtown. Except where ground transfer service is directly operated by Jin Air, it is agreed that any such service is performed by independent operators who are not and shall not be deemed to be agents or servants of Jin Air. Anything done by an employee, agent or representative of **Jin Air** in assisting the passenger to make arrangements for such ground transfer service shall in no way make Jin Air liable for the acts or omissions of such an independent operator. In case where Jin Air maintains and operates for its passenger such ground transfer services, the terms, conditions, rules and regulations of Jin Air, including (but without limitation) those stated or referred to in their tickets, baggage checks and baggage valuation agreements shall be deemed applicable to such ground transfer services. No portion of the fare shall be refundable in the event ground transfer services are not used.



## **ARTICLE 14. HOTEL ACCOMMODATIONS AND IN-FLIGHT MEALS**

### **1. Hotel Accommodations**

- A. Hotel expenses are not included in passenger fares.
- B. When requested by passengers, Jin Air may make application on their behalf for hotel reservations, but the availability thereof is not guaranteed. All expenses, incurred by Jin Air or its representatives, in arranging or attempting to arrange, for reservations will be chargeable to passengers

### **2. In-Flight Meals**

In-flight meals may be offered with or without charge, and may not be offered in some routes.

### **3. Arrangement Made by Jin Air**

In making arrangements for hotel or other housing and board accommodation for passengers, whether or not the cost of such arrangements is for the account of Jin Air, Jin Air acts only as agent for the passenger and Jin., Air is not liable for loss, damage or expense of any nature whatsoever incurred by the passenger as a result of or in connection with the use by the passenger of such accommodation or the denial of the use thereof to the passenger by any other person, company or agency.

## **ARTICLE 15. TAXES, FEES AND CHARGES, ETC.**

Applicable taxes, fees and charges imposed by government or by the operator of an airport collectible from a passenger will be in addition to the published fares and charges. The service charges, fees and other collectible charges due to the changes in any circumstances imposed by Jin Air will be also collected in addition to the published fares and charges. If a new tax, fee or charge is imposed even after ticket issuance, a passenger will be obliged to pay it.

## **ARTICLE 16. ADMINISTRATIVE FORMALITIES**

### **1. Compliance with Regulations**

The passenger must comply with all laws, regulations, orders, demands or travel requirements of countries to be flown from, into or over, and with all rules, regulations and instructions of Jin Air. Jin Air shall not be liable for any aid or information given by any agent or employee of Jin Air to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing, or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.

### **2. Passports and Visas**

- A. The passenger must present all exit, entry and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. Jin Air will refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands or requirements, or whose documents are not complete. Jin Air is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision, and if damage is caused to Jin Air because of passenger's failure to comply with this provision, the passenger shall Indemnify Jin Air therefor.
- B. Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever Jin Air, on government order, is required to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into a country, whether of transit or of destination. Jin Air will apply to the payment of such fares any funds paid by the passenger to Jin Air for unused carriage, or any funds of the passenger in the possession of Jin Air. The fare collected for carriage to the point of refusal or deportation will not be refunded by Jin Air

### **3. Customs Inspection**

If required, the passenger must attend inspection of his baggage, checked or unchecked, by customs or other government officials. Jin Air accepts no responsibility toward the passenger if the latter fails to observe this condition. If damage is caused to Jin Air because of the passenger's failure to observe this condition, the passenger shall indemnify Jin Air therefor.

### **4. Government Regulations**

No liability shall attach to Jin Air if Jin Air in good faith reasonably determines that what it understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.

## ARTICLE 17. LIABILITY OF CARRIERS

### 1. Successive Carriers

Carriage to be performed under one ticket or under a ticket and any conjunction ticket issued in connection therewith by several successive carriers is regarded as a single operation.

### 2. Laws and Provisions Applicable

- A. Carriage hereunder is subject to the rules relating to liability and limitations established either by the Warsaw Convention, in case of international carriage as defined by the Warsaw Convention, or by the Warsaw Convention as amended at The Hague, 1955, in case of international carriage as defined by the Warsaw Convention as amended at The Hague, 1995, or in case of international carriage other than that defined by the Convention. For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein.
- B. To the extent not in conflict with the provisions of Sub-Paragraph A above, all carriage and other services performed by Jin Air are subject to:
  - 1) Applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not “international carriage” as defined in the Convention), government regulations, orders and requirement.
  - 2) These Conditions of Carriage and applicable tariffs, regulations and time tables (but not the times of departure and arrival therein specified), which may be inspected at any of its offices and in any airport from which it operates regular services.
- C. Carrier’s name may be abbreviated in the ticket and carrier’s address shall be the airport of departure shown opposite the first abbreviation of carrier’s name in the ticket; and for the purpose of the Convention, the agreed stopping places are those places, except the place of departure and the place of destination, set forth in the ticket and any conjunction ticket issued therewith or shown in carrier’s timetables as scheduled stopping places on the passenger’s route. A list giving the full name, and its abbreviation of each carrier is set forth in applicable tariffs.

### 3. Waiver of Liability Limitation and Defenses; Reservation of Rights of Recourse

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

- A. Jin Air is not liable for any death, injury, delay, loss or claim of whatsoever nature (hereinafter in this Conditions of Carriage collectively referred to as “damage”) arising

out of or in connection with carriage or other services performed by Jin Air incidental thereto, unless such damage is proved to have been caused by the negligence or willful fault of Jin Air and there has been no contributory negligence of the passenger.

- B. Under no circumstances will Jin Air be liable for damage to unchecked baggage not attributable to the negligence of Jin Air. Assistance rendered to the passenger by Jin Air's employees in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger.
- C. Jin Air is not liable for any damage directly and indirectly arising out of compliance with laws or with government regulations, orders or requirements, or from failure of the passenger to comply with same, or out of any cause beyond Jin Air's control.
- D. With respect to carriage performed by Jin Air and with respect only to claims made by passengers of Jin Air or members of their families, but not with respect to any claim made by or on behalf of any other party:
  - 1) Jin Air shall not invoke the limitation of liability in Article 22(1) of the Warsaw Convention as amended at the Hague, 1955 as to any claim for recoverable compensatory damages arising under Article 17 of the Warsaw Convention as amended at the Hague, 1955.
  - 2) Jin Air shall not avail itself of any defense under Article 20(1) of the Warsaw Convention as amended at the Hague, 1955 with respect to that portion of such claim which does not exceed 128,821 SDRs.
  - 3) Except as otherwise provided in Paragraphs a. and b. hereof, Jin Air reserves all defenses available under the Convention to any such claim. Jin Air also reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
  - 4) Neither the waiver of limits nor the waiver of defenses shall be applicable in respect of claims made by public social insurance or similar bodies (except with respect to any such bodies of the United States) however asserted. Such claims shall be subject to the limit in Article 22(1) and to defenses under Article 20(1) of the Warsaw Convention as amended at the Hague, 1955.
  - 5) The sum mentioned in terms of SDR in Subparagraph 2) above shall mean the Special Drawing Rights as defined by the International Monetary Fund. Conversion of the sum into national currencies shall, in case of judicial proceedings, be made according to the exchange rate of such currencies applicable on the date of final judgement by the court, or, in case of other than judicial proceedings, according to the exchange rate of such currencies applicable on the date when the damages to be paid is agreed upon.

- E. The foregoing waiver by Jin Air of the Warsaw Convention as amended at the Hague, 1955 Article 22(1) limit of liability and waiver of Article 20(1) defenses up to 128,821 SDRs, as set forth in paragraphs D. 1) and 2) respectively, shall not apply with respect to any claim made by or on behalf of any passenger or person who has willfully caused the death, wounding or other bodily injury of passenger. As to such claims, Jin Air reserves the right to assert all defenses available under the Convention and other applicable law.
- F. In any event liability of Jin Air for delay of passenger shall not exceed the limitation set forth in the Convention.
- G. Any liability of Jin Air for delay, damage or lost is as follows,
- 1) Any liability of Jin Air except 2) below is limited to 250 French Gold Francs or its equivalent (the United States equivalent is approximately USD 20) per kilogram in the case of checked baggage, and 5,000 French Gold Francs or its equivalent (the United States equivalent is approximately USD400) per passenger in case of unchecked baggage or other property. In the event of delivery to the passenger of part but not all of his checked baggage, or in the event of damage of part but not all of such baggage, the liability of Jin Air with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the baggage or contents thereof.
  - 2) The liability of Jin Air is 1,288 SDRs for Checked and Unchecked Baggage where the Montreal Convention applies to your journey. In case of unchecked baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents.
  - 3) When a higher value is declared in advance and additional charges are paid pursuant to applicable tariffs. In that event, the liability of Jin Air shall be limited to such higher declared value. In no case shall Jin Air's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- H. Jin Air is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or the property of Jin Air shall indemnify Jin Air for all losses and expenses incurred by Jin Air as a result thereof.
- I. Jin Air is not liable for loss, damage to, or delay in the delivery of electronics such as laptop computers, camcorders, cameras, mobile phones, MP3 players etc. and fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents or samples which are included in the passenger's

checked baggage, whether with or without the knowledge of Jin Air. Except however this limitation on liability does not apply to flights to or from the United States. In this case the passenger is required to provide evidence as to the existence and the value of the lost item in order to establish his/her right to damages and Jin Air is not liable if and to the extent that the damage resulted the inherent defect, quality or vice of the baggage.

- J. Jin Air may refuse to accept any articles which do not constitute baggage as such item is defined herein, but if delivered to and received by Jin Air, such article shall be deemed to be within the baggage valuation and limit of liability, and shall be subject to the published rates and charges of Jin Air.
- K. When Jin Air issues a ticket or checks baggage for carriage over the lines of another carrier, Jin Air does so only as agent of such carrier. Jin Air shall not be liable for the death, injury or delay of a passenger or the loss, damage or delay of unchecked baggage, not occurring on its own line; and Jin Air shall not be liable for the loss, damage, or delay of checked baggage not occurring on its own line, except that the passenger shall have a right of action for such loss, damage or delay on the terms herein provided against Jin Air, when Jin Air is the first carrier or the last carrier under the agreement to carry.
- L. Jin Air shall not be liable in any event for any consequential or special damage arising from carriage subject to these Conditions of Carriage and applicable tariffs, whether or not Jin Air had knowledge that such damage might be incurred.
- M. Any exclusion or limitation of liability of Jin Air under these Conditions of Carriage and applicable tariffs shall apply to agents, servants or representatives of Jin Air acting within the scope of their employment and also to any person whose aircraft is used by Jin Air for carriage and his agent, servants or representatives acting within the scope of their employment.

#### **4. Reasons for Claims or Actions**

In the carriage of passenger and baggage, any action for damages, however founded, whether in contract or in tort or otherwise, can only be brought subject to the conditions and limits set out in the Convention. However, the Convention shall not affect in determining the persons who have the right to bring suit and what are their respective rights.

## **ARTICLE 18. TIME LIMITATIONS ON CLAIMS AND ACTIONS**

### **1. Time Limitation on Claims**

No actions shall lie in the case of damage to baggage unless the person entitled to delivery complains to an office of Jin Air forthwith after the discovery of the damage or pilferage and at the latest within 7 days from the date of receipt; and, in the case of delay or loss, unless the complaint is made at the latest within 21 days from the date on which the baggage has been placed at his disposal. Every complaint must be in writing and dispatched within the time aforesaid. Where carriage is not “international carriage” as defined in the Convention, failure to give such notice of complaint shall not be a bar to suit where claimant proves that:

- A. It was not reasonably possible for him to give such notice; or
- B. Such notice was not given due to fraud on the part of Jin Air; or
- C. Jin Air had knowledge of damage to passenger’s baggage.

### **2. Time Limitation on Action**

Any right to damages against Jin Air shall be extinguished unless an action is brought within 2 years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.



## **ARTICLE 19. OVERRIDING LAW**

Insofar as any provision contained against or referred to in the ticket or in the Conditions of Carriage or other applicable tariffs may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part.

## **ARTICLE 20. MODIFICATION AND WAIVER**

No agent, servant or representative of Jin Air has authority to alter, modify or waive any provision of the contract of carriage or of these Conditions of Carriage or other applicable tariffs unless authorized by a corporate officer of carrier.

## **ARTICLE 21. ORIGINAL COPIES OF CONDITIONS OF CARRIAGE**

The original copies of General Conditions of Carriage for International Passenger and Baggage shall be those published in Korean.