

# 국내여객운송약관

## GENERAL CONDITIONS OF CARRIAGE FOR DOMESTIC PASSENGER AND BAGGAGE

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# CHAPTER 1 GENERAL

## ARTICLE 1. DEFINITIONS

1. “DOMESTIC CARRIAGE” means irrespective of whether performed for compensation or gratuitously, a carriage in which, according to the contract of carriage, the place of departure, the place of destination and any other place(s) of landing are situated wholly within the territory of the Republic of Korea.
2. “PASSENGER” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.
3. “TARIFF” means Jin Air’s fares, rates and charges for carriage of passengers and baggage and related rules and regulations, which are made part of these Conditions of Carriage.
4. “TICKET” means a document (including an electronic ticket) issued by Jin Air or the deputy designated by Jin Air (hereafter referred to as “Agent”) in accordance with the Conditions of Carriage, which provides for the carriage of passenger on Jin Air’s domestic route(s).
5. ‘NORMAL FARE’ means the (undiscounted) fare which Jin Air applies to the carriage of passenger.
6. “BAGGAGE” means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his trip. Unless otherwise specified, it shall include both checked and uncheck baggage of the passenger.
7. “CHECKED BAGGAGE” means baggage which is surrendered with valid ticket, means baggage of which Jin Air takes custody and for which Jin Air has issued a baggage check and baggage (claim) tag(s).
8. “UNCHECKED BAGGAGE” means baggage other than checked baggage.
9. “EXCESS BAGGAGE” means baggage other than checked baggage.
10. “BAGGAGE TAG” means a document issued by Jin Air for the carriage of checked baggage as permitted by Jin Air.
11. ‘EXCESS BAGGAGE TICKET” means a document (including an electronic ticket) issued by Jin Air for the carriage of excess baggage.
12. “GROUP PASSENGERS” means a party of then or more passengers travelling together over the same route(s) at the same time, provided that the reservation of all the passengers has been applied for in advance at the same time.
13. “ADULT” means a passenger who is 13 years of age or over at the time of commencement of travel.
14. “CHILD” means a passenger who is 2 years of age or over but under 13 years of age at the time of commencement of travel.
15. “INFANT” means a passenger who is under 2 years of age at the time of commencement of travel.
16. “SDR” means a Special Drawing Right as defined by the International Monetary Fund.
17. “Jin Air” means Jin Air Company, Limited.

**ARTICLE 2. APPLICABILITY OF CONDITIONS OF CARRIAGE**

1. These Conditions of Carriage shall apply to domestic carriage of passenger and baggage by scheduled and charter flight, and all services incidental thereto performed by Jin Air, except to the extent Jin Air's Conditions of Carriage for international Passenger and Baggage shall apply: provided that the carriage by charter flight shall preferably be subject to a charter agreement, and other not specifically provided in the charter agreement shall be subject to these Conditions of Carriage.
2. Where a special agreement is made with respect to a certain article in these Conditions of Carriage, such special agreement shall have the precedence over such article.
3. The carriage of passenger and baggage shall be subject to these Conditions of Carriage and the rules and regulations established thereunder in effect on the date of commencement of travel.
4. With respect to gratuitous carriage, Jin Air shall reserve the right to exclude the application of all or part of these Conditions of Carriage.

**ARTICLE 3. AMENDMENT OF CONDITIONS OF CARRIAGE AND OTHERS**

These Conditions of Carriage and the rules and regulations established thereunder shall be subject to change without prior notice due to revisions of laws and regulations, government guidelines, 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 4. PUBLICATION**

Passenger fares, charges and General Conditions of Carriage shall be made available to passengers.

**ARTICLE 5. PASSENGER'S CONSENT**

1. It shall be assumed that a passenger has recognized and consented to these Conditions of Carriage and the rules and regulations established thereunder by purchasing a ticket.
2. The passenger, by accepting carriage pursuant to a charter agreement as provided in Paragraph 1 of ARTICLE 2, shall be regarded as having agreed to these Conditions of Carriage.

**ARTICLE 6. APPLICABLE LAW AND JURISDICTION**

1. These Conditions of Carriage shall be construed in accordance with the law of the Republic of Korea, and to any other matter that is not provided for herein shall apply the applicable laws of the Republic of Korea.
2. Any action concerning the carriage performed pursuant to these Conditions of Carriage, whoever the person entitled to claim for damage is or whatever the basis for such claim is, shall be subject to the jurisdiction of courts of the Republic of Korea and the legal procedures of such action shall be in accordance with laws of the Republic of Korea.

**ARTICLE 7. INSTRUCTIONS BY JIN AIR'S EMPLOYEE**

Passenger shall observe the instruction or demand by Jin Air's employee with regard to enplaning, deplaning and any other acts or conducts at the airport and on board the aircraft, and to loading, unloading and custody of baggage.

**ARTICLE 8. SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS****1. Schedules**

- A. The times shown in timetable 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 error or omissions either in timetable 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 of departure or arrival, or of the operation of any flight.
- B. When Jin Air accepts any passenger's booking, Jin Air will notify the passenger of the scheduled flight time in effect as of that time, and it will be shown on the passenger's ticket. It is possible that Jin Air may need to change the scheduled flight time subsequent to issuance of any passenger's ticket. If passengers provide Jin Air with his/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. Jin Air shall not be liable for any losses or damages arising out of such result.  
If, after the passenger purchases his/her ticket, Jin Air makes a significant change to the scheduled flight time, which is not acceptable to the passenger, and Jin Air is unable to book him/her on an alternative flight which is acceptable to the passenger, he/she will be entitled to a refund in accordance with ARTICLE 21.3.

**2. Delays and Cancellations**

- A. Jin Air may, without notice, substitute alternative 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 Jin Air'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, natural disaster, unpredictable maintenance troubles, strikes, riots, civil commotion, embargoes, wars, hostilities, disturbances, or unsettled international conditions), actual, threatened or reported, or because if 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 laws, any government regulation, order, demand or requirement; or
  - (4) Because of shortage of labour, fuel or facilities, or labour difficulties of Jin Air or others.

## CHAPTER 2 PASSENGERS

### ARTICLE 9. ISSUANCE OF TICKET

1. Jin Air will issue a ticket when passenger has paid the applicable fare and/or charges, or has complied with all conditions for credit arrangement established by Jin Air.
2. The rate of exchange that notified by International Air Transportation Association(IATA) will be used to convert the fare or charge into the selling currency unless otherwise provided in applicable tariffs.
3. Passengers should provide appropriate information for ticketing such as name, gender, address, nationality, date of birth, etc. to Jin Air.

### ARTICLE 10. EFFECTIVENESS OF TICKET

1. A ticket shall be valid for the named person only and non-transferable.
2. Tickets will be honoured as instructed or specified therein the Conditions of Carriage on the ticket.
3. 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.
4. Jin Air shall not be liable to a passenger or any other party for any damage caused as a result of improper or unauthorised use of a ticket, or false or incorrect information furnished by a passenger in ticket.
5. The ticket issued at a fare which limits the carriage to a specific period shall be good for passage only during such specific period and on the specific portion(s) to which the fare applies.

### ARTICLE 11. PERIOD OF TICKET VALIDITY

Except as otherwise specified in fare regulation, the period of ticket validity shall be one(1) year from the commencement date of carriage, or if no portion of the ticket is used, from the issuance date of the ticket. When counting period, it does not include the date of ticket issuance. An expired ticket will not be accepted, and extension of ticket validity is not permitted.

### ARTICLE 12. PASSENGER FARES AND CHARGES

1. Passenger fares and charges shall be those shown in Jin Air's tariffs.
2. The applicable fares and charges shall be those in effect on the date of commencement of travel by the passenger.
3. Where the fare of charge collected is not the applicable one, the difference, if any, shall be refunded to or additionally collected from the passenger, as the case may be.
4. When collecting fares or charges, an amount less than 100 WON shall not be counted. If fares or charges are discounted, discounted amount less than 100 WON shall not be counted.

**ARTICLE 13. FREE AND DISCOUNTED FARES**

1. An infant accompanied by an adult in the same compartment shall be carried free of charge; provided that the infant does not occupy a seat.
2. Notwithstanding Paragraph 1 above, an infant occupying a seat or any infant(s) in excess of one per accompanying adult shall be regarded as a child fare application.
3. An individual passenger may apply for any discounted from normal adult fare which Jin Air operates for specific passengers. However the passenger must prove that he/she is an eligible person for the discount before boarding. Any discount cannot be applied retroactively after boarding.
4. A group of 10 or more passengers travelling together over the same segment on the same flight may negotiate fares and charges under the conditions separately stipulated by Jin Air according to segment, date, and time.

**ARTICLE 14. FARES FOR PASSENGER OCCUPYING TWO OR MORE SEATS**

Where a passenger, due to bodily or other reasons, applies for reservation to use two or more seats at the same time, the applicable normal adult fare between the points which the passenger is to be transported shall be charged per each seat in excess of one.

**ARTICLE 15. TAXES, FEES AND CHARGE, ETC.**

1. In addition to the applicable fare and/or charge, value-added tax shall be collected from the passenger in accordance with the applicable laws and regulations.
2. Applicable taxes, fees and charges imposed by government or by airport authorities will be collected in addition to the published fare 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.

**ARTICLE 16. RESERVATIONS AND ADVANCED SEAT SELECTION**

1. The reservation for space on a given flight shall be valid only when specified on confirmed basis in the ticket. The reserved space will be cancelled if the passenger fails to purchase a ticket by the time designated by Jin Air.
2. 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:
  - A. Multiple reservations have identical on-board segment as well as boarding date;
  - B. 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.
  - C. It is reasonably considered that the passenger cannot use all of the reserved flights.
3. The provisions in Paragraph 1 above shall not apply to a portion or a flight on which reservations are not required, and Jin Air will accept carriage of passengers and baggage in the order in which the passenger presents his/her ticket for boarding procedures at the airport of departure.
4. Group reservation of 10 or more persons is in principle received and processed on the

request basis.

5. Jin Air may change prearranged seat without any notice under unavoidable circumstances such as flight cancellation, delay or change. Jin Air does not guarantee allocation of any particular space in the aircraft.

## ARTICLE 17. CHANGE OF RESERVATION

1. Upon passenger's request, Jin Air may, subject to the availability of space, effect a change in the date, flight, portion or destination specified in an unused ticket in accordance with these Conditions of Carriage and the rules and regulations established thereunder; provided that such request must be made to Jin Air or Agent prior to the scheduled departure time of the flight.
2. In the event that Jin Air cancels the flight by other reasons than request from the passenger, or fails to provide the previously confirmed space of the passenger, or fails to operate the flight according to schedule, Jin Air will either:
  - A. Carry the passenger and baggage to the point of stopover or destination on another aircraft or other means of transportation on which space is available without additional collection, or
  - B. Change the date of travel, flight or routing upon request from the passenger, or
  - C. In no case shall Jin Air delay the departure time of the particular flight to wait for a passenger who fails to arrive in time to complete the procedures, and Jin Air shall not be liable to the passenger except for a refund, if any, in accordance with the provisions in Paragraph 3 of ARTICLE 21.

## ARTICLE 18. PASSENGER'S ARRIVAL AT AIRPORT

1. Passenger must check in no later than cut-off times notified by Jin Air website([www.jinair.com](http://www.jinair.com)) or e-ticket receipt. Jin Air has the right to deny boarding to any passengers who fails to complete check-in within the applicable check-in time limits for passengers and/or baggage.
2. In no case shall Jin Air delay the departure time of the particular flight to wait for a passenger who fails to arrive in time to complete the procedures, and Jin Air shall not be liable to the passenger except for a refund, if any, in accordance with the provisions in Paragraph 2 of ARTICLE 21.

## ARTICLE 19. REFUSAL AND LIMITATIONS 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 authorities 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

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- 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 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 himself/herself;
  - (7) The passenger has refused to submit to a security check for his/her person or property;
  - (8) 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;
- 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 the Consumer Dispute Resolution Standards of the Fair Trade Commission. 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 Paragraph 3 of ARTICLE 21 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 express 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. Incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance, shall notify Jin Air in advance and Jin Air shall try its best to assist such passengers. However, due to any applicable laws, regulations or orders, aircraft facilities, and, etc, carriage of such passengers may be limited
- C. 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

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refused carriage on the basis of such disability or special requirement.

### 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 20. UNAUTHORISED PASSAGE

Any of the conducts enumerated hereunder shall be considered to constitute unauthorised passage and the passenger shall be charged twice the normal adult fare applicable to the portion of the involved passage:

- 1. Where a passenger has been carried with an invalid or forged ticket, a ticket issued in the name of someone other than the passenger, or other passenger's lost ticket.
- 2. Where a passenger has been carried at a special discounted fare by falsely representing himself as the eligible for a special fare established by Jin Air.

## ARTICLE 21. REFUNDS

- 1. Refund for an unused ticket or portion thereof shall be made in accordance with the following provisions:

- A. The application for refund shall be made within 30 days from expiry of ticket validity, and Jin Air may refuse refund when refund request is made after 30 days from expiry of the Ticket's validity period.
- B. The person requesting refund for unused ticket must declare his/her intention for the refund to Jin Air's offices or the travel agency where ticket has been purchased.
- C. Refund will be made to the person named on the ticket or any other person whom Jin Air specially admits to be entitled to the refund. Refund of the ticket issued by a credit card or debit card will be made only to the commercial card account of the person to whom such card was issued.
- D. Refund made in accordance with this rule to a person representing himself as the person 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.

### 2. Voluntary Refunds

The amount of voluntary refund shall be the full amount of fare paid by the passenger in the

case of entirely unused ticket, less any applicable cancellation charges as set forth in ARTICLE 22 or the difference, if any, between the full amount of fare paid and the amount of fare applicable between the points which the ticket has been used in case of partially used ticket, less any applicable cancellation charges.

### 3. Involuntary Refunds

Involuntary refunds will be made either when Jin Air cancels the flight, fails to provide previously confirmed space, causes a passenger to miss connecting flight on which the passenger holds a reservation, delays or postpones the scheduled departure time of the flight or omits a scheduled stop as shown in the passenger's ticket, or when a refund is necessary under circumstances as set forth in Article 8 and Article 19 of these Conditions of Carriage. Jin Air shall indemnify passenger for the loss caused by the reasons except as specified in Article 8. A and Article 19 in accordance with the Consumer Dispute Resolution standards of the Fair Trade Commission.

- A. The full amount of fare and/or charge paid by the passenger shall be refunded in case of entirely unused ticket.
- B. In the event that the flight is interrupted after commencement of travel at a point between the point of departure and the point of stopover or destination as specified in the passenger's ticket, the amount of fare and/or charges in effect on the date of flight cancellation between the cancellation point and the point of stopover or destination shall be refunded.

## ARTICLE 22. RESERVATION CANCELLATION BY PASSENGER AND NO-SHOW PENALTY

- 1. A passenger who wishes to cancel his confirmed seat must notify Jin Air's office of the cancellation by the scheduled departure time of the flight.
- 2. When a passenger does not notify Jin Air a cancellation by the scheduled departure time and fails to use his confirmed space, Jin Air will collect a no-show penalty as separately stipulated by Jin Air.

## CHAPTER 3 BAGGAGE

### ARTICLE 23. CHECKED AND UNCHECKED BAGGAGE

Jin Air will accept and carry baggage in accordance with the provisions of these Conditions of Carriage, when baggage is presented to airport office of Jin Air together with a valid ticket.

### ARTICLE 24. MOVEMENT OF BAGGAGE

Checked baggage will be carried on the same flight as passenger; however, when such carriage is deemed impractical because of the maximum permissible weight or for other reasons beyond Jin Air's control, baggage will be carried on any other flight in which the checked baggage can be loaded.

### ARTICLE 25. INSPECTION OF BAGGAGE

Jin Air may inspect the contents of passenger's baggage in the presence of the passenger or a third party designated by the passenger, whenever he deems it necessary to do so for the purpose of security or any other reason.

### ARTICLE 26. RESTRICTED BAGGAGE

1. Except as otherwise permitted by Jin Air, the article listed below shall not be accepted for the carriage as passenger's baggage.
  - A. Any articles the loading on aircraft or transferring on which is "prohibited" by laws or government order or request; or
  - B. Any article which is likely to endanger or cause inconvenience to the aircraft, persons or property; or
  - C. Any fragile or improperly packed article.
2. Currency, banknotes, securities, stamps, jewelry, art works, curios, samples, documents or other high-valued articles shall not be accepted for carriage as checked baggage.

### ARTICLE 27. FREE BAGGAGE ALLOWANCE

1. Passengers paying applicable adult fare shall be granted the free baggage allowance of 15 kg (33 pounds) **for economy class or 30kg (66 pounds) for JINI BIZ class as checked baggage.**
2. Passenger paying applicable adult fare may carry one baggage suitable for placing in closed overhead rack or under passenger seat in the passenger's custody, with maximum three dimensions of not more than 115 cm (45 inches) and weight of not more than 10 kg (22 pounds).
3. Children paying applicable fare shall be granted free baggage allowance on the same basis as a passenger paying adult fare, plus one checked or carry-on fully collapsible stroller/push chair or one children's car seat.
4. The provisions in Paragraph 1, 2 above and ARTICLE 28 will not apply to the infant specified in Paragraph 1 of ARTICLE 13. One fully collapsible stroller/push chair or one infant's carrying basket or infant's car seat may be carried as carry-on or checked baggage.

### ARTICLE 28. ARTICLES CARRIED IN CABIN

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1. In addition to passenger's free baggage allowance, articles listed below may be carried in cabin by passenger when retained in the passenger's custody.
  - A. A notebook computer
  - B. A briefcase
  - C. A handbag or cosmetic bag
  - D. An overcoat or blanket or wrap
  - E. Infant's food for consumption in flight
  - F. 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.
2. Any other articles than those listed above shall not be carried in cabin, unless otherwise permitted by the applicable laws, government orders or rules and regulations of Jin Air.

**ARTICLE 29. EXCESS BAGGAGE CHARGES**

1. Any weight of passenger's baggage in excess of the allowance weight limit as provided in ARTICLE 27 shall be charged at KRW 2,000 per kilogram in case of payment in Korea.
2. When determining total weight of excess baggage, a weight of 0.5 kilogram or more shall be round up 1 kilogram, and a weight less than 0.5 kilogram shall not be counted.

**ARTICLE 30. REFUND OF EXCESS BAGGAGE CHARGES**

1. When Jin Air fails to fulfill all or part of the contract of carriage, or a passenger cancels his confirmed space before the departure time of the flight, the full amount of excess baggage charge paid will be refunded.
2. When a passenger cancels his travel after departure of flight, no excess baggage charge paid will be refunded.

**ARTICLE 31. CARRIAGE OF SPECIAL ANIMALS**

1. In addition to passenger's free baggage allowance, a seeing-eye dogs accompanied by a blind passenger or a hearing dog accompanied by a deaf passenger may be carried in cabin free of charge, subject to the following conditions:
  - A. Such animal must not occupy a seat;
  - B. Such animal must not cause discomfort, inconvenience or hazard to other passenger;
  - C. Jin Air shall not be liable for any damage caused by the death, wounding or illness of such animals, unless it is proved that the damage was caused by the willful misconduct or other wrongful act of Jin Air; and
  - D. The passenger accompanying such animal shall be liable for any damage to other passenger or property caused by the animal.
2. Pets accompanied by a passenger will be carried as cabin baggage, subject to the following condition:
  - A. Pet(s) accepted for carriage shall be limited to such domestic animals as small dogs, cats and birds.
  - B. The pet must be retained in a container at the time of delivery for carriage and during the flight; and
  - C. The total weight of pet and its container shall be subject to the excess baggage charges, irrespective of the passenger's free baggage allowance.

**ARTICLE 32. EXCESS VALUE CHARGES**

A passenger may declare in advance the value of checked baggage in excess of the limitation set forth in Korean Commercial Law.

When such declaration is made, an excess value charge for the value in excess of the limit of liability shall be assessed at the rate of 50 WON (exclusive of value added tax) per each 10,000 WON or fraction thereof.

However, any baggage or other property whose value so declared exceeds 2,500,000 WON per passenger shall not be accepted for carriage unless advance arrangements have been made with Jin Air.

### **ARTICLE 33. REFUND OF EXCESS VALUE CHARGES**

1. When Jin Air fails to fulfill all or part of the contract of carriage, or a passenger cancels this confirmed space before the departure time of the flight, the full amount of excess value charge will be refunded.
2. When a passenger cancels his travel after departure of flight, no excess value charge paid will be refunded.

### **ARTICLE 34. DELIVERY OF CHECKED BAGGAGE**

1. Checked baggage shall be delivered to the bearer of such tag upon presenting to Jin Air the baggage (claim) tag issued by Jin Air for the carriage of the baggage.
2. Delivery of baggage shall be made only at the point of destination specified in the baggage (claim) tag. However, upon request from the bearer of baggage (claim) tag, Jin Air may deliver checked baggage at the place of departure or at an intermediate stopping place, unless time and other circumstances don't permit.
3. Jin Air shall be under no obligation to ascertain whether the bearer of baggage (claim) tag is the person entitled to the delivery of such baggage, and shall not be liable for any damage caused to the passenger by Jin Air's failure so to ascertain.
4. At the time of baggage delivery by Jin Air in accordance with the above provisions, acceptance of baggage by the bearer of the baggage(claim) tag without written complaint is presumptive evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

### **ARTICLE 35. LOST BAGGAGE (CLAIM) TAG**

In the event that a passenger has lost baggage(claim) tag, Jin Air may deliver the baggage only on condition that such person establishes to Jin Air's satisfaction his rights thereto and that such person shall furnish adequate security to indemnify Jin Air and be liable for any damage incurred by Jin Air as a result of such delivery.

### **ARTICLE 36. DISPOSAL OF UNDELIVERED BAGGAGE**

In the event that baggage is unclaimed within one week after its arrival at the destination, Jin Air may dispose of the baggage as he considers appropriate. Fish or other perishables may be disposed of if unclaimed within 48 hours after its arrival at the destination.

## CHAPTER 4 LIABILITY

### ARTICLE 37. LIABILITY OF CARRIER

1. Jin Air is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.
2. For damages arising under Paragraph 1 above, not exceeding 128,821 SDR for each passenger, Jin Air shall not be able to exclude or limit its liability.
3. Jin Air shall not be liable for damages arising under paragraph 1 above to the extent that they exceed for each passenger 128,821 SDRs if Jin Air proves that:
  - A. Such damage was not due to the negligence or other wrongful act of omission of Jin Air or its servants or agents; or
  - B. Such damage was solely due to the negligence or other wrongful act of omission of a third party
4. Jin Air is liable for damage occasioned by delay in the carriage by air of passengers. Nevertheless, Jin Air shall not be liable for damage occasionally by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.
5. Liability of Jin Air for delay of passengers shall not exceed the limitation set forth in Korean Commercial Law (1,000SDRs for each passenger).
6. Jin Air is liable for damage sustained in case of destruction of loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of Jin Air. However, Jin Air is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.
7. In the case of unchecked baggage, including personal items, Jin Air is liable if the damage resulted from its fault or that of its servants or agents. 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.
8. Jin Air is liable for damage occasioned by delay in the carriage by air of baggage. Nevertheless, Jin Air shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.
9. 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.
10. In the carriage of baggage, the liability of Jin Air in the case of destruction, loss, damage or delay arising under Paragraph 6 through 8 above shall not exceed the limitation set forth in Korean Commercial Law (1,288 SDRs for each passenger). However, if the passenger has declared in advance a higher value for such baggage and paid and excess value charge pursuant to the provisions in ARTICLE 32, the liability of Jin Air shall be limited to such higher declared value, but in no case shall Jin Air's liability exceed the actual value of such baggage.
11. The foregoing provisions of Paragraph 5 and 10 above shall not apply if it is proved that the damage resulted from an act or omission of Jin Air, its servants or agents, done with

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- intent to cause damage or recklessly and with knowledge that damage would probably result.
12. 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 the same, or out of any cause beyond Jin Air's control.
  13. Where Jin Air is found liable for any damage under the above provisions, the place of any payment shall be Seoul, the Republic of Korea.
  14. If Jin Air proves that the damage, including, but not limited to, set out in Paragraph 2 above, was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation who is entitled to compensate, Jin Air shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.
  15. Conversion of SDR shall, in case of judicial proceedings, be made according to the exchange rate applicable on the date of final judgement by the court, or, in case of other than judicial proceedings, according to the exchange rate applicable on the date when damages to be paid is agreed upon.
  16. In accordance with the laws and regulations of the Republic of Korea, passengers are required to provide Jin Air with all information required, and Jin Air may submit the information provided by passengers to government agencies for compliance with the regulations. If the information provided by a passenger is not valid due to the passenger's negligence or intention, the passenger shall be responsible for the consequence, and Jin Air shall not be liable at all. If a passenger fails to comply with these conditions and causes damage to Jin Air, the passenger shall be liable for the damages caused thereby.

### ARTICLE 38. THE LIMITATION ON CLAIMS WITH RESPECT TO BAGGAGE

1. When a passenger has found a partial loss of or damage to checked baggage, he or she shall dispatch a notice on such outline in writing or in an electronic document to Jin Air immediately after receipt. Provided that if such partial loss or damage is a thing that cannot be found immediately, he or she shall dispatch such notice within seven days from the date of receipt.
2. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his or her disposal.
3. If there is no such notice of Paragraph 1 or complaint of Paragraph 2, it is presumed that the checked baggage has been delivered to a passenger without loss or damage.
4. If no notice or complaint is made within the times aforesaid, no action shall lie against Jin Air.

### ARTICLE 39. PASSENGER'S LIABILITY TO JIN AIR

Any passenger who caused damage to Jin Air by his negligence or willful misconduct, or by his failure to comply with these Conditions of Carriage and the rules and regulations established thereunder, shall be liable to Jin Air for such damage.

### ARTICLE 40. TIME LIMITATION ON ACTIONS

Any right to bring a lawsuit against Jin Air shall be revoked if an action is not brought within 2 years from the latest day of the following days, the day of arrival at the destination, the date

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on which the aircraft ought to have arrived, or the date on which the carriage stopped.

#### ARTICLE 4 1. ORIGINAL COPIES OF CONDITIONS OF CARRIAGE

The original copies of Jin Air's Conditions of Carriage for Domestic Passenger and Baggage shall be those published in Korean.

#### ARTICLE 4 2. HEADINGS

Headings of each ARTICLE in this Conditions of Carriage are for the purpose of reference only and shall not be constitute a part of this Conditions of Carriage.