

국내여객운송약관
**GENERAL CONDITIONS OF CARRIAGE
FOR DOMESTIC PASSENGER AND BAGGAGE**

2025년 6월 30일 발행
ISSUED ON JUNE 30, 2025



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CHAPTER 1 GENERAL**ARTICLE 1 DEFINITIONS**

1. KE means Korean Air Lines Company, Limited.
2. DOMESTIC CARRIAGE means irrespective of whether operated for reward or gratuitously, a carriage of passenger or baggage 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.
3. PASSENGER means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.
4. TARIFFS means KE'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.
5. TICKET means an electronic ticket consisting of Itinerary/Receipt and electronic coupon within KE's database, issued by Korean Air Lines (hereafter referred to as "the Carrier") or the deputy designated by the Carrier (hereafter referred to as "Agent") in accordance with the Conditions of Carriage, which provides for the carriage of passenger on the Carrier's domestic route(s).
6. ELECTRONIC COUPON means an electronic flight coupon or other relevant information held in KE's database.
7. NORMAL FARE means the (undiscounted) fare which Carrier applies to the carriage of passenger.
8. 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.
9. CHECKED BAGGAGE means 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).
10. UNCHECKED BAGGAGE means baggage other than checked baggage.
11. EXCESS BAGGAGE means baggage in excess of the free baggage allowance of a passenger as permitted by Carrier.
12. BAGGAGE TAG means a document issued by Carrier for the carriage of checked baggage of a passenger.

13. GROUP PASSENGERS means a party of ten or more passengers traveling together over the same route(s) at the same time, provided that the reservations of all the passengers have been applied for in advance at the same time.
14. ADULT means a passenger who is 13 years of age or over at the time of commencement of travel.
15. 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.
16. INFANT means a passenger who is under 2 years of age at the time of commencement of travel.
17. SDR means a Special Drawing Right as defined by the International Monetary Fund.

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 Carrier, except to the extent Carrier'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, Carrier shall reserve the right to exclude the application of all or part of these Conditions of Carriage. However, even in such case, KE shall bear the liability of the carrier in accordance with the Korean Commercial Act.

ARTICLE 3 AMENDMENT OF CONDITIONS OF CARRIAGE AND OTHERS

These Conditions of carriage and the rules and regulations established thereunder shall be subject to amendment 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 CARRIER'S EMPLOYEE

Passenger shall observe the instruction or demand by KE'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 CANCELLATIONS OF FLIGHTS**1. Schedules**

- (1) The time shown in the schedule is only an approximation and is neither guaranteed nor part of the contract of carriage. A Schedules may change without prior notice and KE assumes no responsibility for connecting flights. KE shall not be held liable for errors or omissions of schedules. No employee, agent or representative of KE is authorized to bind KE by any statements or representations as to the dates or times of departure or

arrival, or of the operation of any flight.

- (2) When KE accepts any passenger's booking, KE 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 KE may change the scheduled flight time subsequent to issuance of any passenger's Ticket. If passengers provide KE with his/her contact information, KE 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, KE shall not be liable for any losses or damages arising out of such result. If, after you purchase your Ticket, KE make a significant change to the scheduled flight time, which is not acceptable to you, and KE 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 22.3

2. Delays and Cancellations

- (1) KE may, without notice, substitute alternate carrier or aircraft.
- (2) KE 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;
- (a) 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
- (b) because of any fact not to be foreseen, anticipated or predicted; or
- (c) because of laws, any government regulation, order, demand or requirement; or
- (d) because of shortage of labor, fuel or facilities, or labor difficulties of KE or others.

ARTICLE 9 CODESHARE SERVICES

1. Applicability to Codeshare Services

One or more flight segments in your itinerary may be operated by other airlines



pursuant to contractual codeshare arrangements that allow KE to sell tickets for flights operated by these carriers (“Korean Air Codeshare Partners”). If you purchase a KE ticket, your contract of carriage is with KE regardless of the operating carrier. KE accepts responsibility for the entirety of the codeshare journey for all obligations pursuant to this Contract of Carriage. However, some matters may follow Codeshare Partner’s rules that differ from those stated in this contract. In such cases, this Contract of Carriage shall not be applied.

2. Additional Services Provided by KE Codeshare Partners

KE Codeshare Partners may, at their discretion, provide and charge a fee for additional services. Any additional service provided at the discretion of KE Codeshare Partner is not within KE’s control, is subject to change at any time, and do not form any part of this Contract of Carriage between KE and its Codeshare Partners.

CHAPTER 2. PASSENGERS

ARTICLE 10 ISSUANCE OF TICKET

1. KE shall issue a ticket when passenger has paid the applicable fare and/or charges, or has complied with all conditions for credit arrangements established by KE.
2. The rate of exchange that is 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 KE.

ARTICLE 11 EFFECTIVENESS OF TICKET

1. A ticket shall be valid for the named person only and non-transferable.
2. Tickets will be honored as instructed or specified therein the Conditions of Carriage on the ticket.
3. Booking class on the electronic 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. KE shall not be liable to a passenger or any other party for any damage caused as a result of improper or unauthorized 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 12 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 13 PASSENGER FARES AND CHARGES

1. Passenger fares and charges shall be those shown in KE'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 or 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 Korean Won shall not be counted. If fares or charges are discounted, discounted amount less than 100 Korean Won shall not be counted.

ARTICLE 14 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. Reduced fares are available for individual passengers who meet the eligibility requirements defined by Korean Air. Discount shall be applied according to Korean Air's Discount Rate Table. Passenger is required to prove that he/she is eligible for discount and must carry valid evidence during the flight. Normal fare will be charged on passengers who fail to present proof of eligibility. Discounts shall not be applied retroactively after boarding.

ARTICLE 15 FARES FOR PASSENGER OCCUPYING TWO OR MORE SEATS

Where a passenger, due to bodily or other reasons, applies for reservations 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 16 TAXES, FEES AND CHARGES 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 fares and charges. The service charges, fees and other collectible charges due to the changes in any circumstances imposed by KE will be also collected in addition to the published fares and charges.

ARTICLE 17 RESERVATIONS AND ADVANCED SEAT SELECTION

1. Request for reservation may be accepted by KE from 360 days prior to the scheduled date of the flight, and a 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 Carrier.
2. KE 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.
3. The provisions in Paragraph 1 above shall not apply to a portion or a flight on which reservations are not required, and KE 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. The KE may change prearranged seat without any notice under unavoidable circumstances such as flight cancellation, delay or change. KE does not guarantee allocation of any particular space in the aircraft.

ARTICLE 18 REROUTING

1. Upon passenger's request, KE or Agent 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 KE or Agent prior to the scheduled departure time of the flight.
2. In the event that by other reasons than request from the passenger KE cancels the flight, fails to provide the previously confirmed space of the passenger, omits a scheduled stop at the point of the passenger's departure, stopover or destination as specified in the ticket or fails to operate the flight according to schedule, KE will take one of the following actions, and the same shall apply to the carriage reservation under the charter agreement.
 - (1) 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;
 - (2) Change the date of travel, flight or routing upon request from the passenger; or
 - (3) Make refund for the fare and/or charge, if any, in accordance with the provisions in Paragraph 3 of ARTICLE 22 and other related rules and regulations.

ARTICLE 19 PASSENGER'S ARRIVAL AT AIRPORT

1. Passenger must check in no later than the cut-off times notified by Korean Air website(www.koreanair.com) and e-ticket receipt. KE 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 KE delay the departure time of the particular flight to wait for a passenger who fails to arrive in time to complete the procedures, and Carrier shall not be liable to the passenger except for a refund, if any, in accordance with the provisions in Paragraph 2 of ARTICLE 22.

ARTICLE 20 REFUSAL AND LIMITATIONS OF CARRIAGE, ETC.

1. Right to Refuse Carriage

- (1) KE in its reasonable discretion may refuse to carry a passenger and his/her baggage, if it has notified the passenger that it would not at any time such notice carry such passenger on its flights.
- (2) KE 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:
 - (a) The passenger has failed to observe the instructions or requirements by the government authorities concerned or KE with respect to safety or security;
 - (b) Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
 - (c) The carriage of passenger or baggage may endanger or affect the safety, health, or materially affect the comfort of other passenger or crew;
 - (d) At the time of check-in, issuance of boarding pass and any relevant process, if a passenger shows threatening, aggressive, abusive, insulting, and/or disruptive behavior;
 - (e) 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;
 - (f) If an accompanying animal other than service dog is suspected to disturb other passengers or cause harm by making loud noises (barking, etc.) continuously;
 - (g) The passenger has committed misconduct such as obstructing safe operation or causing discomfort or inconvenience to other passengers on a previous flight, and there is a possibility that such misconduct may be repeated;
 - (h) The passenger has refused to surrender his/her identification upon request by KE 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;
 - (i) The passenger has refused to submit to a security check for his/her person or property;
 - (j) The passenger presents a ticket that has been acquired unlawfully, has been purchased from an entity other than KE or its authorized agent, or has been reported as being lost or stolen, or is a

counterfeit;

- (3) When flight is overbooked or maximum allowed load of aircraft is overloaded due to KE's responsibility, KE may request or look for volunteers to be offloaded. Despite of KE's attempt to minimize the number of involuntary denied boarding passengers but if involuntary denied boarding is inevitable, KE 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, unaccompanied minors, incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance are excluded from involuntary denied boarding list.
- (4) Due to unforeseeable causes for which KE is not liable, when maximum allowed load of aircraft is reduced, KE may select passenger or baggage to be offloaded in order to meet the allowed load of aircraft. However, KE 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, unaccompanied minors, incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance are excluded from involuntary denied boarding list.
- (5) KE will make refund for the unused portion(s) of ticket in accordance with the provisions in Paragraph 3 of ARTICLE 22 herein, for the passenger who is refused carriage or disembarked en route for one of the reasons in Paragraphs "(1)" through "(4)" above.

2. Conditional Acceptance of Carriage

- (1) KE 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.
- (2) Passengers who are unaccompanied minors, incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance, shall notify KE in advance and KE 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.
- (3) The passenger with disabilities who has advised KE of the disability and any

special requirements in advance and been accepted by KE, shall not subsequently be refused carriage on the basis of such disability or special requirements.

3. Conducts Aboard Aircraft

- (1) If a passenger conducts himself/herself aboard the aircraft one of the following, KE 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;
 - (a) The passenger endangers the aircraft or any person or property on board;
 - (b) The passenger fails to comply with any instructions or requirements of the crew including but not limited to those with respect to smoking(including e-cigarette), alcohol, drug consumption or disruptive behavior;
 - (c) The passenger behaves in a manner which causes or is likely to cause discomfort, inconvenience, damage or injury to other passengers or the crew;
- (2) The passenger shall be liable for any damages incurred as result of any of the conducts referred to in Paragraph (1) above.

4. Electronic Devices

For safety reasons, KE may prohibit or restrict the use of electronic equipment, including but not limited to mobile phones, remote controlled toys, radio transmitters, etc.

ARTICLE 21 UNAUTHORIZED PASSAGE

Any of the conducts enumerated hereunder shall be considered to constitute unauthorized 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 KE.

ARTICLE 22 REFUNDS

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

- (1) The application for refund shall be made within the period of ticket validity, and KE may refuse refund when refund request is made after expiry of the Ticket's validity period. Also, for tickets issued via a travel agency or another airline, passenger must request refund from the agency or airline that issued their ticket.
- (2) The person requesting refund for unused ticket must declare his/her intention for the refund to KE's offices or the travel agency where ticket has been purchased.
- (3) Refund will be made to the person named on the ticket or any other person whom KE specially admits to be entitled to the refund. However, for a ticket issued using a credit card or debit card, refund will be processed to the account of the card used for payment. In addition, refund will be processed to the original bank account for real-time payment and to the payment service provider of the original payment method used for easy payment.
- (4) 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 KE 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 wholly unused ticket, after deducting any applicable refund service charge and no-show penalty as set forth in Article 23 per sector. In case of partially used ticket, portion which is unused, will be refunded after deducting any applicable refund service charge and no-show penalty per sector.

3. Involuntary Refunds

Involuntary refunds will be made either when KE 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 the circumstances as set forth in Article 8 and Article 20 of these Conditions of Carriage.

- (1) The full amount of fare and/or charge paid by the passenger shall be refunded in case of entirely unused ticket.
- (2) 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 23 RESERVATION CANCELLATION BY PASSENGER AND NO-SHOW PENALTY

1. A passenger who wishes to cancel his/her confirmed seat must notify KE or its authorized agent of the cancellation by the scheduled departure time of the flight.
2. When a passenger does not notify the KE of the cancellation by the scheduled departure time and fails to use his/her confirmed space, the KE will collect a no-show penalty as separately stipulated by KE per sector.

CHAPTER 3 BAGGAGE**ARTICLE 24 BAGGAGE RULES AND EXCESS BAGGAGE CHARGES**

1. Depending on the fare paid by the passenger, baggage can be checked in for free and carried on board the aircraft. Free baggage allowance and cabin baggage standard (size, weight and quantity) notified on Korean Air website (www.koreanair.com) and e-ticket receipt applies, and in case of exceeding this, the notified excess baggage fee that has been notified on Korean Air website (www.koreanair.com) will be charged.
2. Wheelchairs or other assistive devices used by passengers with reduced mobility may be transported free of charge apart from the free baggage allowance that is notified on Korean Air website (www.koreanair.com).
3. When KE 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.

ARTICLE 25 FREE BAGGAGE ALLOWANCE

Passengers paying applicable adult fare shall be granted the free baggage allowance of 20 kg (44 pounds) for economy class or 30 kg (66 pounds) for prestige class as

checked baggage.

Children paying 75% or more of the applicable adult 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 and one children's car seat.

ARTICLE 26 MOVEMENT OF BAGGAGE

Checked baggage should be carried on the same flight as the passenger. However, if it is unavoidable, such as for safety and security reasons or inevitable cases such as payload, Korean Air will transport it by a flight that can be loaded at the closest time to the flight.

ARTICLE 27 INSPECTION OF BAGGAGE

KE 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 28 RESTRICTED BAGGAGE

1. All Checked Baggage must be properly packaged in a suitcase or similar container so that it can be safely transported. Electronic products such as laptops, fragile items, perishable items, money, jewelry, and other valuables, samples or documents should not be included in checked baggage.
2. Passenger must not include in his or her 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.
3. If the weight, size or character of baggage renders it unsuitable for carriage on the aircraft, KE, prior to or at any stage of the journey, will refuse to carry the baggage or any portion thereof.

ARTICLE 29 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;

- (1) Such animal must not occupy a seat;

- (2) Such animal must not cause discomfort, inconvenience or hazard to other passenger;
 - (3) KE 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 KE; and
 - (4) 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 baggage, subject to the following conditions;
- (1) Pet(s) accepted for carriage shall be limited to such domestic animals as dogs, cats and household birds;
 - (2) The pet must be retained in a container at the time of delivery for carriage and during the flight; and
 - (3) When animal other than service dog is accepted as animal in cabin or checked-in animal, it should be equipped with container and shall not be included in the free baggage allowance of the passenger. The additional applicable rate shall be applied.

ARTICLE 30 EXCESS VALUE CHARGES

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

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 55 Korean Won (including value added tax) per each 10,000 Korean Won or fraction thereof. When collecting, an amount less than 10 Korean Won shall not be counted.

However, any baggage or other property whose value so declared exceeds 5,000,000 Korean Won per passenger shall not be accepted for carriage unless advance arrangements have been made with KE.

ARTICLE 31 REFUND OF EXCESS VALUE CHARGES

1. When KE 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 value charge paid will be refunded.
2. When a passenger cancels his travel after the departure of flight, no excess value charge paid will be refunded.

ARTICLE 32 DELIVERY OF CHECKED BAGGAGE

1. 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, KE may deliver checked baggage at the place of departure or at an intermediate stopping place, unless time and other circumstances don't permit.
2. KE 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 Carrier's failure so to ascertain.
3. At the time of baggage delivery by KE 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 33 LOST BAGGAGE (CLAIM) TAG

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

ARTICLE 34 DISPOSAL OF UNDELIVERED BAGGAGE

In the event that baggage is unclaimed within one week after its arrival at the destination, KE 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 35 LIABILITY OF CARRIER**

1. KE 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 SDR128,821

for each passenger, KE shall not be able to exclude or limit its liability.

3. KE shall not be liable for damages arising under Paragraph 1 above to the extent that they exceed for each passenger SDR128,821 if KE proves that;

- (1) such damage was not due to the negligence or other wrongful act or omission of KE or its servants or agents; or
- (2) such damage was solely due to the negligence or other wrongful act or omission of a third party

4. KE is liable for damage occasioned by delay in the carriage by air of passengers. Nevertheless, KE 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.

5. Liability of KE for delay of passenger shall not exceed the limitation set forth in Korean Commercial Act (1,000 SDRs for each passenger).

6. KE is liable for damage sustained in case of destruction or 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 KE. However, KE 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, KE is liable if the damage resulted from its fault or that of its servants or agents. Assistance rendered to the passenger by KE's employees in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger.

8. KE is liable for damage occasioned by delay in the carriage by air of baggage. Nevertheless, KE 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. KE 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 KE shall indemnify KE for all losses and expenses incurred by KE as a result thereof.

10. In the carriage of baggage, the liability of KE 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 Act (SDR1,288 for each passenger), and depreciation is applied. However, if the passenger has declared in advance a higher value for such baggage and paid an excess value charge pursuant to the provisions in ARTICLE 30, the liability of KE shall be limited to such higher declared value, but in no case shall KE'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 KE, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result.

12. KE 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 KE's control.

13. Where KE is found liable for any damage under the above provisions, the place of any payment shall be Seoul, the Republic of Korea.

14. If KE 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, KE 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 KE with all information required, and KE 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 KE shall not be liable at all. If a passenger fails to comply with these conditions and causes damage to KE, the passenger shall be liable for the damages caused thereby.

ARTICLE 36 TIME LIMITATIONS 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 KE 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 KE.

ARTICLE 37 PASSENGER'S LIABILITY TO CARRIER

Any passenger who caused damage to KE 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 KE for such damage.

ARTICLE 38 TIME LIMITATION ON ACTIONS

All claims or rights to damages against KE shall be extinguished unless an action is brought within a period of 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 39 ORIGINAL COPIES OF CONDITIONS OF CARRIAGE

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

ARTICLE 40 HEADINGS

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