

北京首都航空有限公司

旅客、行李国际运输总条件

第一章 定义.....	3
第二章 适用范围.....	7
第三章 客票.....	8
第四章 票价和费用.....	12
第五章 定座.....	13
第六章 乘机.....	15
第七章 拒绝运输和限制运输.....	16
第八章 行李.....	19
第九章 班期时刻和航班取消及变更.....	28
第十章 改变航程和更改客票.....	30
第十一章 退票.....	31
第十二章 航空器上的行为.....	34
第十三章 一般服务.....	35
第十四章 附加服务安排.....	36
第十五章 行政手续.....	37
第十六章 责任及限额.....	39

第十七章 其他.....	43
--------------	----

第一章 定义

第一条 北京首都航空有限公司旅客、行李国际运输总条件（以下简称“本条件”）中的下列用语的含义是：

（一）“公约”是指根据合同规定适用于该项运输的一九二九年十月十二日在华沙签订的《统一国际航空运输某些规则的公约》（简称华沙公约）和一九五五年九月二十八日在海牙签订的《修改一九二九年十月十二日在华沙签订的统一国际航空运输某些规则的公约的议定书》（简称海牙议定书）以及一九九九年五月二十八日在蒙特利尔签订的《统一国际航空运输某些规则的公约》（简称 1999 年蒙特利尔公约）。

（二）“国际航空运输”是指除公约另有规定外，根据当事人订立的航空运输合同，无论运输有无间断或者有无转运，运输的出发地点、目的地点或者约定的经停地点之一不在中华人民共和国境内的运输。

（三）承运人是指以营利为目的，使用民用航空器运送旅客、行李的公共航空运输企业。

（四）缔约承运人是指使用本企业票证和票号，与旅客签订航空运输合同的承运人。

（五）实际承运人，是指根据缔约承运人的授权，履行相关运输的承运人。

（六）机场管理机构，是指依法组建的或者受委托的负责机场安全和运营管理的具有法人资格的机构。

（七）航空销售代理人，是指依照中华人民共和国法律成立的，与

承运人签订销售代理协议，从事公共航空运输旅客服务销售业务的企业。

（八）地面服务代理人，是指依照中华人民共和国法律成立的，与承运人签订地面代理协议，在中华人民共和国境内机场从事公共航空运输地面服务代理业务的企业。

（九）客票，是运输凭证的一种，包括纸质客票和电子客票。

（十）“日”指日历日，包括每周的七日。本规定以工作日计算的时限均不包括当日，从次日起计算。

（十一）已购票，是指根据法律规定或者双方当事人约定，航空运输合同成立的状态。

（十二）客票变更，是指对客票改期、变更舱位等级、签转等情形。

（十三）自愿退票，是指旅客因其自身原因要求退票。

（十四）非自愿退票，是指因航班取消、延误、提前、航程改变、舱位等级变更或者承运人无法运行原航班等情形，导致旅客退票的情形。

（十五）自愿变更客票，是指旅客因其自身原因要求变更客票。

（十六）非自愿变更客票，指因航班取消、延误、提前、航程改变、舱位等级变更或者承运人无法运行原航班等情形，导致旅客变更客票的情形。

（十七）承运人原因，是指承运人内部管理原因，包括机务维护、航班调配、机组调配等。

（十八）非承运人原因，是指与承运人内部管理无关的其他原因，包括天气、突发事件、空中交通管制、安检、旅客等因素。

（十九）行李，是指承运人同意运输的、旅客在旅行中携带的物品，

包括托运行李和非托运行李。

（二十）托运行李，是指旅客交由承运人负责照管和运输并出具行李运输凭证的行李。

（二十一）非托运行李指除旅客托运行李以外的由旅客自行照管的行李，包括随身携带行李和占座行李。

（二十二）票价，是指承运人使用民用航空器将旅客由出发地机场运送至目的地机场的航空运输服务的价格，不包含按照国家规定收取的税费。

（二十三）计划出港时间，是指航班时刻管理部门批准的离港时间。

（二十四）计划到港时间，是指航班时刻管理部门批准的到港时间。

（二十五）客票使用条件，是指定座舱位代码或者票价种类所适用的票价规则。

（二十六）客票改期，是指客票列明同一承运人的航班时刻、航班日期的变更。

（二十七）签转，是指客票列明承运人的变更。

（二十八）联程航班，是指被列明在单一运输合同中的两个（含）以上的航班。

（二十九）误机，是指旅客未按规定时间办妥乘机手续或者因身份证件不符合规定而未能乘机。

（三十）错乘，是指旅客搭乘了不是其客票列明的航班。

（三十一）漏乘，是指旅客办妥乘机手续后或者在经停站过站时未能搭乘其客票列明的航班。

（三十二）小动物，是指旅客托运的小型动物，包括家庭饲养的猫、狗或者其他类别的小动物。

（三十三）超售，是指承运人为了避免座位虚耗，在某一航班上销售座位数超过实际可利用座位数的行为。

（三十四）经停地点，是指除出发地点和目的地点以外，作为旅客旅行路线上预定经停的地点。

（三十五）中途分程地，是指经承运人事先同意，旅客在出发地和目的地间旅行时有意安排在某个地点的旅程间断。

第二章 适用范围

第一条 一般规定

（一）除本章第二条、第三条另有规定外，本条件适用于首都航空以民用航空器运送旅客、行李而收取报酬的国际运输。中国大陆与香港、澳门特别行政区及台湾地区之间航线的运输依照本条件执行。

（二）除免费和特种票价使用条件另有规定外，本条件也适用于免费和特种票价运输。

（三）除另有规定外，在首都航空的规定中如含有与本条件不一致的条款，则本条件优先适用。

第二条 包机

根据首都航空包机合同提供的运输，接受包机运输的旅客及行李应遵守首都航空包机合同条款规定，包机合同未约定的内容，以本条件规定为准。

第三条 代码共享

首都航空的运输国际总条件适用于由首都航空作为实际承运人的代码共享航班。

第四条 除外条款

在本条件中如果含有与公约、国家法律、政府规定不一致的条款，以公约、国家法律、政府规定为准；本条件的其余条款仍然有效。

第三章 客票

第一条 客票是运输合同的初步证据

客票是出票承运人和旅客之间航空运输合同的初步证据。承运人只向持有其或其授权代理人填开客票的旅客提供运输并按本运输条件承担相应的责任。客票始终是出票承运人的财产。客票中的合同条件是本运输条件部分条款的摘述。客票信息包含：承运人名称，包括缔约承运人和实际承运人；航班始发地、经停地、目的地的机场及其航站楼；航班号、航班日期、舱位代码、计划出港和到港时间；旅客姓名，票号及客票有效期。旅客同时预订两个及以上航班时，销售单位应当明确告知旅客是否为联程航班。

销售单位应当告知旅客客票的舱位代码，适用的票价以及对应的客票使用条件，包括客票变更规则和退票规则，免费托运行李额等，以及该航班是否提供餐食。销售单位应当告诉旅客出行提示信息，包括航班始发地停止办理乘机登记手续的时间要求、禁止或者限制携带的物品等。

旅客需自行查阅航班始发地、经停地或者目的地国的出入境相关规定。

第二条 客票使用规定

旅客购票时须凭本人的有效身份证件办理，购票时使用的有效身份证件应与旅客办理乘机登记手续时使用的证件相同。持电子客票的旅客应出示有效身份证件，并经首都航空或其地面服务代理人验证客票状态有效后，方可乘机。电子客票行程单仅是记录旅客旅行信息的单据，不

作为机场办理乘机手续和安全检查的必要凭证。

第三条 客票不得转让

（一）客票不得转让。

（二）如果客票不是由有权乘机或者退票的人出示的，首都航空可向出示该客票的人提供运输或退款。首都航空对原客票有权乘机或退票的人不承担责任。

（三）如果客票被无权乘机人冒用或被无权退票人冒退，则首都航空对有权乘机人或有权退票人不承担责任。

第四条 客票有效期

（一）客票从旅行开始之日起一年内运输有效，如果客票全部未使用则从填开客票之日起一年内运输有效。

（二）特种票价的有效期如果另有规定，按照首都航空规定的该特种票价的有效期计算。

（三）客票有效期的计算，从旅行开始或填开客票之日的次日零时起至有效期满之日的次日零时为止。

第五条 客票有效期的延长

（一）由于下列原因，旅客未能在客票有效期内旅行，且客票仍在有效期内，其客票有效期将延长到首都航空能够按照该客票已付票价的舱位等级提供座位的第一个航班为止，但延期不得超过一年：

1. 首都航空取消旅客已经定妥座位的航班。

2. 首都航空未在航班经停地点降停，而该经停地是旅客的出发地、目的地或是中途分程地。

3. 首都航空未能合理地按照班期时刻进行航班飞行。
4. 首都航空造成旅客错失衔接航班。
5. 首都航空未能提供旅客事先已经定妥的座位。
6. 承运人替换了不同的舱位等级。

（二）旅客因病不能在客票有效期内旅行，除首都航空对所付票价另有适用规定外，该客票有效期可以延长至旅客适宜旅行之日，或延长到首都航空能够按照该客票已付票价舱位等级提供座位的第一个航班为止（若延期航班销售的舱位价格高于旅客已付票价的舱位，须补交票价差额）。旅客应当按照首都航空规定提供医生的诊断证明。该客票有效期的延长不得超过三个月；患病旅客的陪同人员，其客票也可根据首都航空的规定予以延长，陪同人员以两人为限。

（三）如果旅客死亡，可以变更其陪同人员客票的最短停留期限或者延长其客票的有效期，陪同人员以两人为限。如旅客的直系亲属死亡，该旅客的客票有效期也可同样予以延长。此种客票的变更必须在收到死亡证明之后才能办理，其客票有效期的延长从死亡之日起最多不超过四十五日。

第六条 票联使用顺序

（一）客票的乘机联，包括电子客票，必须按照客票上列明的航程，从出发地点开始，按顺序使用。

（二）如果客票未按顺序使用，旅客于中途分程地或约定经停地要求开始旅行，首都航空有权拒绝运输。

（三）每一张乘机联或电子客票上应当列明舱位等级，并在航班上

定妥座位和日期后方可由首都航空接收运输。如果乘机联或电子客票上没有填明定座情况，则应按照有关的票价条件和航班座位可利用情况办理定座。

第四章 票价和费用

第一条 一般规定

票价指旅客由出发地机场至目的点机场的航空运输价格，不包括机场与机场或者机场与市区之间的地面运输。

第二条 适用票价

票价将根据旅客购票之日的有效运价计算，票价适用于客票上所载明的特定日期和航程等运输内容。

第三条 税款和费用

政府、有关当局或机场经营人因向旅客提供服务或设施而征收的税款或者收取的费用，均不包括在适用票价之内。该项税款或者费用由旅客支付，由首都航空代为收取。旅客购买机票时，首都航空将告知未包括在票价中的具体税款和费用。

第四条 货币

除非另有约定，旅客应当使用出票地国家货币支付票款和税费，如支付货币不是出票地国家货币的，旅客应按银行的兑换汇率换算后支付。

第五章 定座

第一条 一般规定

（一）未经首都航空或其授权代理人记录认可，不得认为定座已得到确认。定座只有在旅客按照首都航空规定的定座手续和购票时限支付票款，经首都航空或其授权代理人填开客票并将定座情况列入有关客票中，才能认为定座已经完成并有效。

（二）按照首都航空规定，某些特种票价可以附有限制或拒绝旅客变更、取消定座权利的条件，有关票价的具体条款请参照相关运价规则。

第二条 购票时限

如果旅客未在规定的购票时限内支付票款，首都航空或其授权代理人有权取消座位。

第三条 旅客的个人资料

购票人应当向承运人或者其航空销售代理人提供国家规定的必要个人信息以及旅客真实有效的联系方式。承运人或者其航空销售代理人在销售客票时，应当将购票人提供的旅客联系方式等必要个人信息准确录入旅客定座系统。

旅客认可向首都航空提供的个人资料，旨在用于定座和安排相关的运输服务，以及办理移民和入境手续。为此，旅客授权首都航空保留其个人资料且有权将资料传递给地处任何国家的政府机构、首都航空有关部门、其他相关承运人或相关服务的提供者。

第四条 座位安排

首都航空除按照旅客已定妥的航班和舱位等级提供座位外，不保证旅客所要求的特定位置的机上座位。出于运行、安全或安保的需要，承运人始终保留分配或者重新分配机上座位的权利，即使是在旅客登机之后。

第五条 座位再确认

首都航空不要求对已定妥的续程或回程航班进行座位再确认。但是如客票中含有与其他承运人联运的航班，其他承运人要求对续程或回程的座位进行再确认，而旅客未能按要求进行确认的，如该航班承运人取消旅客的座位，首都航空不承担由此造成的任何损失。旅客应当事先了解与旅行相关的承运人座位再确认要求，如果需要进行再确认，旅客应当向客票上载明其代码的承运人办理座位再确认手续。

第六条 承运人对续程座位的取消

如果旅客未使用已定妥的座位又未对后续航段进行再证实，首都航空有权取消任何续程座位。

第七条 优先定座

（一）旅客持未定妥座位的全部或部分航段的客票要求定座，无权要求优先定座。

（二）旅客持已定妥座位的全部或部分航段的客票要求更改定座的，无权要求优先定座。

（三）对非自愿改变航程的旅客，首都航空在情况许可时，可给予优先定座。

第六章 乘机

第一条 值机

（一）各机场的乘机登机截止时间不同，旅客应当在规定的时限内到达机场，凭本人有效身份证件及旅行证明文件按时办理客票查验、托运行李、领取登机牌。如果旅客未在规定的乘机登记截止时间之前办理登记手续，承运人有权取消定座。

（二）值机部门可直接为已定妥座位的旅客办理值机手续，未定妥座位的旅客需按首都航空规定办理候补乘机手续。

第二条 登机

旅客办理完值机并办妥所有政府规定的乘机手续，应当按时到达首都航空指定的登机处或登机口。旅客未能及时到达登机处或登机口，或者未出示其有效旅行文件及运输凭证，或者未做好旅行准备，首都航空有权为不延误航班而取消旅客预定的座位。对旅客因此所产生的损失，首都航空不承担责任。

第七章 拒绝运输和限制运输

第一条 拒绝运输权

首都航空出于安全或根据自己合理的判断，确定有下列情况之一时，有权拒绝运输旅客及其行李：

（一）依据国家有关规定禁止运输的旅客或者物品。

（二）拒绝接受安全检查的旅客。

（三）未经安全检查的行李。

（四）旅客的行为有可能危及飞行安全或者公共秩序的，或旅客以前在航空运输过程中有过不良行为，并且承运人有理由相信此种不良行为仍有可能再次发生。

（五）旅客不遵守首都航空或政府机构的有关规定，或没有遵守承运人有关安全或安保方面的指令；或不听从首都航空工作人员安排和劝导。

（六）旅客未按规定支付适用票价、税费以及未承兑其与首都航空之间的信用付款。

（七）旅客未出示本人的有效护照、签证或其它旅行证件；旅客可能企图在其过境国家非法入境，或者可能在飞行中销毁其证件，或者拒绝按照首都航空的要求将其旅行证件或复印件交由机组保管。

（八）办理乘机登记手续时出具的身份证件与购票时身份证件不一致的旅客。

（九）旅客出示的客票不是合法获得的，或不是从承运人或承运人

的授权代理人购买的，或是已挂失或被盗的，或是伪造的；不能证明自己是客票上载明姓名的人。

第二条 由于实际承运的旅客超过了飞机可允许的最大载量，首都航空有权决定旅客及行李的载运安排。对不能成行的旅客及行李，首都航空将在航班起飞前告知旅客，其客票按照非自愿变更或非自愿退票处理。超售旅客安排参见附录 1《首都航空国际航班超售处置规定》

第三条 限制运输

无成人陪伴儿童、无自理能力的人、孕妇、病患旅客或需要特殊服务的旅客等，应当事先经首都航空同意，并做出相应安排后，方可予以承运。您需要先拨打首都航空客户服务热线咨询。具体规定参见附录 2《特殊旅客承运标准》

第四条 对被拒绝运输旅客的安排

在首都航空运行中，当拒绝运输旅客、行李的情况发生时，旅客因被拒绝运输而要求出具书面说明的，除国家另有规定外，承运人应当及时出具。因个人原因被拒绝运输的旅客要求变更客票或者退票的，可按自愿原则处理。非个人原因被拒绝运输的旅客要求变更客票或者退票的，可按非自愿原则处理。

第五条 对误机、错乘、漏乘旅客的安排

因承运人原因导致旅客误机、错乘、漏乘的，承运人或者其航空销售代理人应当按照非自愿原则为旅客办理客票变更或者退票。

因非承运人原因导致旅客误机、错乘、漏乘的，承运人或者其航空销售代理人可以按照自愿原则为旅客办理客票变更或者退票。

第八章 行李

第一条 禁止和限制作为行李运输的物品

（一）不得作为行李运输的物品

1. 按照本条件第一章第一条第（十九）项的定义，不属于行李的物品。

2. 属于可能危及飞机或机上人员、财产安全的物品，例如根据国际民用航空组织《危险物品航空安全运输技术指南》、国际航空运输协会的《危险物品规则》、中国民用航空局的《中国民用航空危险物品运输管理规定》、《民航旅客禁止随身携带和托运物品目录》和《民航旅客限制随身携带或托运物品目录》以及首都航空规定中列明的物品，特别是以下禁运物品：爆炸品、压缩气体、易燃液体、易燃固体、自燃物质、遇水释放易燃气体的物质、氧化剂、腐蚀性物质、有机过氧化物、传染性物质、放射性或磁化物、有毒、有威胁性或刺激性物质等，其他类似物品的详细信息可向首都航空查询。

3. 枪支、弹药、管制刀具及其他类似的物品，但按照本条第（三）项规定办理的除外。

4. 任何始发地、经停地、目的地或飞越国家适用的法律、法规或命令所禁运的物品。

5. 由于包装、形状、重量、体积、性质不适合航空运输的物品。

6. 活体动物，但按照本章第十一条规定办理的除外。

（二）不得作为托运行李运输的物品

旅客不得在托运行李中夹带易碎或易腐物品、货币、珠宝、古玩字画、贵金属、金银制品、流通票据、有价证券、银行卡、信用卡或其它贵重物品、商业、官方或私人文件、护照和其它证明文件或样品、药品或医疗装置和设备、钥匙、电脑、摄像机、相机、手机或其他电子装备。对旅客违反上述规定而造成的损失，首都航空不承担责任。

（三）限制运输的物品

下列物品只有在符合首都航空运输条件的情况下，并经首都航空同意，方可接受运输：

1. 精密仪器、电器等类物品，建议作为货物运输。如按托运行李运输，必须妥善包装，并且此类物品不计算在免费行李额内，需参照超限行李标准另行收费。

2. 用于狩猎和体育活动的枪支和弹药可凭枪支运输许可证或国家体育行政部门的批准证明作为托运行李运输，但不得作为非托运行李带入客舱，运输前需提前申请，航空公司同意后方可运输。枪支必须卸下子弹和扣上保险并妥善包装。弹药的运输按国际民用航空组织和国际航空运输协会的规定及出境、入境或所经过国家适用的法律、法规或者命令办理。并且此类物品不计算在免费行李额内，需参照超限行李标准另行收费。

3. 民航局规定的禁止随身携带但可以作为行李托运的锐器、钝器等物品。

4. 干冰、液态饮品、含酒精类化妆品。

5. 因残疾、健康、年龄原因行动受限或腿部骨折等原因暂时性行动

受限的旅客旅行中使用的电动轮椅。

（四）需要贴挂免责行李牌的物品

对于下列首都航空收运的行李，因价值、品质或旅客疏忽可能导致争议的，应贴挂“免除责任行李牌”以免除首都航空相应的运输责任。

1. 易碎易损坏行李物品。
2. 包装不符合要求的行李。
3. 小动物、鲜活、易腐物品或者夹带有易腐物品的行李。
4. 旅客交运过晚的行李。
5. 有破损和残迹的行李。
6. 超过承运人规定重量和体积限制的超重或者超大托运行李。
7. 无锁或者锁已失效的行李。
8. 登机口拉下的超过客舱行李尺寸限制的非托运行李。

第二条 拒绝运输权

首都航空有权拒绝运输本章第一条第（一）款作为行李运输的物品，运输期间一经发现上述任何物品，首都航空有权拒绝承运或者续运，并通知旅客。

第三条 检查权

为了运输安全，首都航空可以按规定程序检查旅客行李。为了确定旅客是否携带或在行李内夹带了本章第一条第（一）、（三）款所述的物品，即使旅客不在场，首都航空也可以对其行李进行检查、扫描或X射线检查，如果检查、扫描或X射线检查给旅客的行李造成损坏，首都航空不承担责任，除非该损坏是由于首都航空的过失造成的。如果旅客不

愿遵守上述规定，首都航空有权拒绝该旅客或其行李的运输。

第四条 托运行李

（一）旅客的托运行李应当包装完善、锁扣完好、捆扎牢固，能承受一定的压力，能够在正常的操作条件下安全装卸和运输。对包装不符合要求的行李，承运人可拒绝收运或不承担损坏、破损的赔偿责任。行李一经托运，即由首都航空负责照管，首都航空将为每件托运行李出具行李识别标签。

（二）旅客应在托运行李的内部或外部标注姓名、联系方式或其他个人识别标志。

（三）旅客的托运行李尽可能与旅客同机运输。由于安全、安保或运行方面的原因，旅客的托运行李确实不能同机运输的，首都航空将向旅客说明，在确保安全及载量许可的情况下，将托运行李安排在后续航班上运输，并及时通知旅客。如果旅客的托运行李是由后续航班运输的，将由承运人交付予旅客，除非法律要求旅客须亲自到场办理海关手续。

（四）目前首都航空国际航线免费托运行李的尺寸、重量以及数量一般规定：商务舱 2 件（每件行李重量不超过 32 公斤/70 磅，三边之和不大于 158 厘米/62 英寸），经济舱 1 件（每件行李重量不超过 23 公斤/51 磅，三边之和不大于 158 厘米/62 英寸）。因各个航线的行李运输规定不同，具体航线托运行李的重量、尺寸和件数的执行标准以承运人下发的国际航线行李额的规定为准。

第五条 非托运行李

（一）携带入客舱的行李要妥善安放在旅客前面的座椅下或客舱顶

部行李架内。

（二）除另有规定外，每位旅客所携带入客舱的非托运行李商务舱不超过2件，经济舱1件，单件重量不超过5公斤，单件三边总和不超过115厘米。超过上述规定的行李，应当作为托运行李运输。

（三）如旅客行李不适合在航空器货舱内运输，例如精致乐器，并且不符合本章第五条第（二）款规定，旅客应提前通知首都航空，在获得首都航空同意后方可带入航空器客舱内，按照客舱占座行李收费。

第六条 免费行李额

（一）在首都航空办理的国际运输中，免费行李额实行计件制。计件制免费行李额按各航线规定办理，以承运人下发的国际航线免费行李额的最新规定为准。

（二）购买混合等级客票的旅客，其免费行李额可按该航段票价级别规定的免费行李额分别计算。

（三）搭乘同一飞机前往同一目的地点或者中途分程地点的两人或两人以上的同行旅客，在同一时间、同一地点办理行李托运手续的，其免费行李额可按各自的票价级别规定的标准合并计算。

（四）旅客自愿改变航程后的免费行李额，应当按改变航程后客票票价级别所适用的免费行李额的规定办理。旅客非自愿改变航程后的免费行李额，应当按照原客票票价级别所适用的免费行李额的规定办理。

第七条 超限行李

（一）超限行李是指超过尺寸、重量、件数限制的行李。超限行李只有在旅客支付超限行李费并由首都航空填开超限行李票后才能被承运。

（二）因各个航线的超限行李运输规定不同，超限行李额收费，以承运人下发的各航线超限行李额业务通告的最新规定为准。

第八条 声明价值和费用

（一）旅客的托运行李价值如果每公斤超过公约规定的额度可以办理声明价值。

（二）托运行李的声明价值不能超过行李本身的实际价值。每一旅客的行李声明价值最高限额为 2500 美元或等值的其它货币。旅客行李的声明价值超过承运人规定限额的，承运人可拒绝收运。

（三）首都航空按旅客声明价值中超过本条第（一）款规定限额部分按照每 100 美元申报金额收取 1 美元计算方式来收取（不足 100 美元的部分按 1 美元收取）。

（四）首都航空对非托运行李和占用座位的行李、外交信袋以及其他特殊物品（如乐器）不办理声明价值服务，具体内容可咨询首都航空或首都航空授权代理人。

（五）首都航空对旅客携带的小动物不予办理声明价值服务。

（六）如果声明价值行李的部分运输由不提供行李声明价值服务的其他承运人承运时，首都航空有权拒绝提供托运行李的声明价值服务。

（七）办理声明价值的行李退运时，在始发地退还已交付的行李声明价值附加费，在经停地不退已交付的行李声明价值附加费。

第九条 行李交付

（一）旅客应在目的地点或者中途分程地点凭行李牌识别联及时领取托运行李。

（二）首都航空凭行李牌识别联交付托运行李，对于领取托运行李的人是否确系旅客本人，以及由此造成的损失及费用，首都航空不承担责任。

（三）如领取托运行李的人不能出示行李票和行李牌识别联，应提供首都航空认可的证明，必要时按首都航空的要求，声明同意赔偿由此可能给首都航空造成的损失后方可领取行李。

（四）旅客在领取托运行李时未提出书面异议的，可被视为行李完好交付的初步证据。

第十条 特殊行李规定

（一）占座行李

1. 行李必须占用座位时，应在定座时提出申请，在取得首都航空同意后方可运输。

2. 旅客带入客舱的占座行李由其自行照管，占用座位的行李重量不得超过 75 公斤，其包装要适当。为了保证飞行安全，旅客及其行李所占用的座位要由首都航空指定，在整个旅途中行李用安全带加以固定，必要时须用紧固物系扎牢固。

3. 占座行李不计入免费行李额，占座行李票价均施行见舱销售。

4. 如果运输是由连续承运人办理的，则必须取得有关连续承运人的同意。

（二）易碎、贵重行李，除按照本条件其它有关规定办理外，如需占用座位，按照本条第（一）款的规定办理。

（三）外交信袋

1. 根据外交信使的要求，首都航空可以按照托运行李办理，承运人仅承担一般托运行李运输责任。

2. 外交信袋如需占用座位，按照本条第（一）款的规定办理。

第十一条 动物

（一）小动物

1. 小动物，是指旅客托运的小型动物，包括家庭饲养的猫、狗或者其他类别的小动物。野生动物和具有形体怪异或者易于伤人等特性的动物，如蛇等不属于小动物范围，不能作为行李运输。

2. 旅客托运小动物应将其妥善地装入适合其特性的坚固容器内，并提供离境国、入境国或中转国要求的有效健康和防疫证明、入境许可和其它文件，且事先征得首都航空同意后方可运输。

3. 作为行李托运的小动物及其容器和食物，均不得计算在旅客的免费行李额内，应按超限行李交付运费。除经承运人特许外，不能放在客舱内运输。

4. 首都航空有权决定小动物运输的方式，并且有权限制一架飞机运输宠物的数量。小动物应当装在货舱内运输。

5. 如果小动物没有入境或经停国家或地区要求的所有必须的出境、入境、健康和其它有效文件，承运人将不承担责任。携带该小动物的人必须赔偿因所需文件的缺失或不完整给承运人造成的任何罚款、费用、损失或负债。

6. 旅客应对小动物对其他旅客或机组成员造成的所有损害或伤害承担全部责任。

7. 小动物运输还应遵循首都航空规定的附加条件，具体请咨询首都航空或首都航空授权代理人。

（二）辅助犬、导盲犬、助听犬

1. 导盲犬或者助听犬，是指经过专门训练能够为盲人导盲或者为聋人助听的狗。依据相关法律规定，辅助犬、导盲犬、助听犬可以带入客舱运输，但必须系好挽具，不得占用座位。

2. 携带辅助犬、导盲犬、助听犬的旅客应提供相关机构对该犬出具的有效证明。

3. 辅助犬、导盲犬、助听犬放置在货舱运输时，必须装入适当容器。

4. 经首都航空同意携带的辅助犬、导盲犬、助听犬及其容器和食物可以免费运输，不计入免费行李额。

（三）旅客应对运输上述动物的伤亡承担全部责任，除非该伤亡是首都航空故意或过失造成的。在中途不降停的长距离飞行航班上或者在某种型号的飞机上，不适宜运输导盲犬或助听犬的，首都航空有权不接受运输。如动物因被拒绝入境或者过境而造成受伤、丢失、延误、患病或者死亡首都航空不承担责任。

第九章 班期时刻和航班取消及变更

第一条 班期时刻

（一）首都航空应尽力遵守其公布的班期时刻，在合理的期限内运送旅客及其行李。航班时刻表或其它地方所显示的航班时刻或机型仅是预定的时间和机型，而非确保的时间和机型。

（二）除非损失是由于首都航空的故意或明知而轻率地作为或不作为所造成的，首都航空对班期时刻表或以其它形式公布的时刻表中的差错或遗漏不承担责任。对其受雇人、代理人或承运人的代表就始发或到达时间、日期或者任何航班飞行所作的解释也不承担责任。

（三）客票售出后首都航空可能会变更航班时刻，若旅客给首都航空提供了有效的联系方式，首都航空应及时向旅客通知时刻变更信息。客票售出后，如果首都航空对航班时刻做出重大变更而旅客不能接受，并且首都航空无法为旅客安排其可以接受的替代航班，旅客可按照第十一章第五条非自愿退票的规定办理退票。

第二条 航班取消及变更

由于下列情况之一的，首都航空可以不经事先通知，取消、终止、变更、延期或者推迟航班飞行，并按照本章第三条规定办理：

（一）为了遵守中华人民共和国或者运输过程中有关国家的法律及其他有关规定。

（二）为了保证飞行安全。

（三）承运人无法控制或者不可预见的其他原因。

第三条 不正常航班后续安排

首都航空取消或延误航班，未能向旅客提供事先已定妥的座位（包括舱位等级），或未能在旅客的中途分程地点或目的地点停留，或造成旅客已定妥座位的航班衔接错失，首都航空将考虑旅客的合理需要采取下列措施之一供旅客选择：

- （一）为旅客安排在第一个能够定妥座位的首都航空后续航班。
- （二）按照本条件第十一章第五条非自愿退票有关规定办理退票。
- （三）按照首都航空有关规定协助旅客安排食宿、地面交通等服务。

第四条 有限责任

以上所列的补救措施是旅客可选择的全部补救措施，除公约另有规定外首都航空不再承担其他责任。

第十章 改变航程和更改客票

第一条 旅客原因，在未到达目的地点前要求改变客票中未使用部分载明的航程、目的地点、座位等级、日期等，为自愿改变航程。

承运人取消旅客已定妥座位的航班，或者取消航班在旅客的目的地点或者中途分程地点降停，或者未能合理地按照班期飞行，或者未能提供事先定妥的座位造成旅客改变航程，为非自愿改变航程。

第二条 自愿改变航程，按附录 3《首都航空国际客票变更、退票规则》办理。

第三条 非自愿改变航程，按附录 4《首都航空国际客票非自愿变更、退票规定》办理。

第十一章 退票

第一条 一般规定

（一）由于首都航空未能按照运输合同提供运输，或由于旅客自愿改变其安排，首都航空或其授权代理人将按照本章和首都航空相关规定，对未使用的首都航空客票或其未使用部分航程办理退票。

（二）旅客应在客票有效期起始日至客票有效期满 30 天（含）内向首都航空提出并办理退票手续；超出退票期限的客票，首都航空不再受理退票业务（票款及税、费均不退）。

（三）承运人或者其航空销售代理人应当在收到旅客有效退款申请之日（不含当日）起 7 个工作日内办理完成退款手续，上述时间不含金融机构处理时间。

第二条 退票地点

旅客要求退票应当在原购票地点或者经首都航空同意的其他地点，由原填开客票的承运人或者其授权代理人办理。

第三条 货币

旅客要求退票，必须符合原购票地点和退票地点国家的法律及其它有关规定。承运人可以按原收取票款的货币退款，也可按承运人规定的其他货币退款。

旅客的票款将按照原支付方式进行退款。首都航空将根据本条规则以旅客原支付的客票金额与币种为基础计算退款额。由于货币兑换差额的原因，退还到旅客原支付账户中的票款额可能与支付商记入的原消费

额有所不同。旅客无权就此差额向首都航空提出退款索赔。

第四条 退票对象、所需文件

（一）承运人有权向客票上载明姓名的旅客本人办理退款。客票上载明的旅客不是客票的付款人，并在客票上载明退票限制条件的，承运人应当按照载明的退票限制条件将票款退给付款人或者其指定人。

（二）如果申请退票人不是客票上载明姓名的旅客本人，申请退票人必须在出具其身份证明原件的同时，提供该客票上载明姓名的旅客的身份证明和其退票授权书。

（三）承运人将票款退给持有未使用的全部乘机联、旅客联和付款凭据的客票并符合本条第（一）款规定的人，被视为正当退款，承运人也随即解除责任。

（四）购买电子客票的旅客凭本人有效身份证件办理退票。

第五条 非自愿退票

按附录4《首都航空国际客票非自愿变更、退票规定》办理。

第六条 自愿退票

按附录3《首都航空国际客票变更、退票规则》办理。

第七条 拒绝退款权

（一）按照适用运价及首都航空有关规定不能办理退票的，首都航空有权拒绝退票。

客票上注明不得退票或无余额可退的客票。税款（不含燃油）可单独退还，不收取手续费。

（二）提供给首都航空或政府作为准备离境证明的客票，首都航空

不予退票。但如果旅客确已取得居留许可或将改乘其他承运人航班或使用其它运输方式离境的，在旅客提供给首都航空认为合理的证明后，首都航空可予以退票。

第十二章 航空器上的行为

第一条 一般规定

旅客如果在飞机上的行为危及飞机或飞机上任何人员或财产的安全，或妨碍机组人员履行职责，或不遵守机组的指示，或有其他旅客有理由反对的行为，首都航空有权采取一切必要适当的措施包括对旅客的管束，以制止这种行为。

第二条 电子设备

首都航空禁止旅客在飞机上使用便携式收音机、移动电话、对讲机、带遥控装置的电子设备以及有关部门和首都航空认定会干扰飞机安全运行的其它无线电发射装置。未经首都航空许可，旅客不得在飞机上使用除助听器和心脏起搏器以外的任何电子设备。

第三条 航班禁烟

首都航空所有航班均已禁烟，机上所有区域禁止吸烟。

第四条 安全带

旅客在机上就座时，应按要求系好安全带。

第十三章 一般服务

第一条 首都航空不负责为旅客提供机场区域内、机场与市区之间或
在同一城市机场与机场之间的地面运输。对于此项地面运输服务提供者
的行为或疏忽，首都航空不承担责任。

第二条 旅客在联程航班衔接地点的地面食宿费用应由旅客自理。

在联程航班中，因其中一个或者几个航段变更，导致旅客无法按照
约定时间完成整个行程的，承运人应当协助旅客到达最终目的地或者中
途分程地。

在联程航班中，旅客非自愿变更客票的，按照非自愿变更规定办理；
旅客非自愿退票的，按照非自愿退票规定办理。

第三条 空中飞行过程中，首都航空按客票规定向旅客提供饮料或餐
食。对于旅客要求提供超过规定的其他服务，首都航空可收取相应的费
用。

第十四章 附加服务安排

第一条 如果首都航空为旅客安排由第三方提供的航空运输之外的服务，或者为旅客出具地面运输、旅馆预订或者车辆租赁等由第三方提供（非航空）运输或者服务的票证、收款凭证，在安排上述附加服务时首都航空仅作为旅客的代理，对于旅客能否得到此类服务及其服务质量不承担责任。

第二条 如果首都航空也向旅客提供地面运输，本条件不适用于该地面运输。

第十五章 行政手续

第一条 一般规定

（一）旅客必须完全遵守有关始发地、经停地、目的地和飞越国家的法律、法规、命令、要求、旅行规定以及承运人的规章和要求，并承担责任。

（二）首都航空对其雇员或代理人为了协助旅客取得必要的证件或签证或遵守上述法律、法规、命令、要求、旅行规定等所提供的书面或其它形式的任何帮助或信息不承担责任；对任何旅客因未能取得必要的证件或签证或未能遵守上述法律、法规、命令、要求、旅行规定等而产生的后果，首都航空也不承担责任。

第二条 旅行证件

（一）旅客应当出示有关国家法律、法规、命令或规定所要求的出境、过境、入境、健康和其它证件，应当允许首都航空收存其副本或复印件。

（二）旅客未能遵守适用法律、法规、命令、要求、规定或所持证件不完备，或者旅客不允许首都航空收存其证件副本或复印件，首都航空保留拒绝运输的权利。

第三条 拒绝过入境

（一）由于旅客未获准过境或进入目的地国家，首都航空按照有关国家的政府命令将旅客运回其始发地或其它地点时，该旅客应按首都航空规定支付其适用票价。

（二）用于运送至拒绝入境地点或遣返地的客票，首都航空不予办理退款。

第四条 罚金、拘留费等

旅客对于因其未能遵守有关国家法律、法规、命令、要求、旅行规定或未能出示所要求的证件而造成首都航空支付或垫付的罚金、罚款或承担的任何费用应当足额偿还。

第五条 海关检查

（一）海关或其他政府人员要求检查其托运行李或非托运行李时，旅客应当到场接受检查。

（二）由于旅客未能遵守上述规定，首都航空对旅客由此受到的损失或损坏不承担责任。

第六条 安全检查

旅客及其行李应当接受政府或机场行政人员或首都航空的任何安全检查。首都航空对此种检查给旅客造成的任何身体伤害、物品丢失或损坏，不承担责任，除非此种伤害、损坏或丢失是由首都航空的过错造成的。

第七条 法律法规

首都航空因遵守有关国家法律、政府法规、指令、命令或规定，决定拒绝或已经拒绝对旅客提供运输服务的不承担责任。

第十六章 责任及限额

第一条 在蒙特利尔公约规定的责任限额内，首都航空对旅客在飞机上或者上、下飞机过程中的事故造成旅客人身伤亡的，应当承担损害赔偿责任。但是，旅客的人身伤亡完全是由于旅客本人的健康状况造成的，首都航空不承担责任。

第二条 旅客托运行李在首都航空飞机上或者处于首都航空掌管之下的任何期间内发生毁灭、遗失或者损坏的，首都航空应当承担赔偿责任。但是托运行李的毁灭、遗失或者损坏是由于行李固有缺陷、质量或者瑕疵造成的首都航空不承担责任。另外，首都航空对行李的外部损伤和正常磨损不承担责任，例如：行李的外部支出部分如：带子、口袋、拉杆、挂钩、轮子或者其他黏附在行李的部分的损坏和超大/超包装的行李的损坏。

第三条 旅客、行李在航空运输中因延误引起的损失，首都航空应当向旅客承担赔偿责任。但是首都航空证明本人及其雇员、代理人为了避免损失的发生，已经采取一切合理措施或者不可能采取此种措施的，首都航空不对因延误引起的损失承担责任。

第四条 首都航空仅对发生在首都航空承运航班上的损失承担责任，与旅客航程有关的其它承运人对旅客的运输责任受其各自的运输条件约束。

首都航空为其他承运人的航班填开客票时，只作为其他承运人的代理人。对于托运行李，旅客可以向客票或行李票上列明的承运人索赔。

第五条 本章所述损失是由索赔人或者索赔人从其取得权利的人的过失或者其他不当作为、不作为造成或者促成的，应当根据造成或者促成此种损失的过失或者其他不当作为、不作为的程度，相应全部或者部分免除首都航空对索赔人的责任。旅客以外的其他人就旅客死亡或者伤害提出赔偿请求的，如果损失是旅客本人的过失或者其他不当作为、不作为造成或者促成的，同样应当根据造成或者促成此种损失的过失或者其他不当作为、不作为的程度，相应全部或者部分免除首都航空的责任。

本条款适用于本条件中的所有责任条款。

第六条 对于因首都航空遵守适用的法律、法规、政府规章和规定或由于旅客不遵守上述法律、法规、政府规章和规定而引起的任何损失，首都航空不承担责任。

除本条件另有规定外，按照公约的规定，承运人对旅客可补偿的损失仅限于经证实的损失和费用。承运人对间接的或随之引发的损失不承担责任。

首都航空的运输合同，包括本条件以及免除或限制责任的条款，同样适用于首都航空的代理人和受雇人。在任何情况下，从首都航空及首都航空的代理人和受雇人获取的赔偿总额不得超过首都航空的责任限额。

第七条 属于公约界定的国际航空运输，应当适用公约的责任规则。不属于公约界定的国际运输，对由于运输造成的旅客和行李的任何损害，我们按照蒙特利尔公约的相关规定承担赔偿责任。

除非有明确规定，本条件不应使首都航空放弃适用根据公约或适用法律的任何免除或限制首都航空责任的规定。

第八条 人身损害赔偿责任限额

首都航空根据本章第一条对每名旅客承担损害赔偿 responsibility 时，对有下列情形之一的其赔偿责任限额不超过蒙特利尔公约规定的适用限额：

（一）旅客伤亡不是由于首都航空或者首都航空雇员、代理人的过失或者其他不当作为、不作为造成的；

（二）旅客伤亡是由于第三人的过失或者其他不当作为、不作为造成的。

第九条 行李延误的赔偿责任限额

在行李运输过程中造成行李毁灭、丢失、损坏或者延误的，首都航空对每名旅客的赔偿责任限额以蒙特利尔公约相关规定为准。

旅客的托运行李延误到达的，承运人应当及时通知旅客领取。除国家另有规定外，由于非旅客原因导致托运行李延误到达，旅客要求直接送达的，承运人应当免费将托运行李直接送达旅客或者与旅客协商解决方案。

在行李运输过程中，托运行李发生延误、丢失或者损坏，旅客要求出具行李运输事故凭证的，承运人或者其地面服务代理人应当及时提供。

第十条 如果旅客的托运行李损坏，首都航空按照行李降低的价值赔偿或负担修理费用。

首都航空对旅客的行李的内装物品导致的任何损害不承担责任。旅客的行李的内装物品对他人、他人的财产包括其它行李或其内装物品和首都航空的财产造成损害的，旅客应当承担 responsibility。

首都航空对于根据本条件所规定的不得作为行李运输的物品和不得

作为托运行李运输的物品，无论其损害如何，均不承担责任。如果在旅客的托运行李中夹带了本条件不建议作为托运行李运输的物品，对此类物品的任何遗失、损坏，首都航空不承担责任。

旅客收受托运行李未当场提出异议的，视为首都航空已完成运输行李义务并完好交付旅客的初步证据。旅客发现托运行李毁灭、损坏的，应当在收到托运行李之日起七日内以书面形式向首都航空提出异议；托运行李发生延误的，旅客应当自收到行李之日起二十一日内以书面形式向首都航空提出异议。

第十七章 其他

第一条 投诉受理

首都航空服务投诉受理邮箱：sdhktsjdx@hnair.com

投诉受理电话：+86 10 95375

客户服务热线：+86 10 95375

国际运输总条件官网链接：

https://www.jdair.net/b2c/frontend/information/forwarding_clause_international.jsp

第二条 本条件共有中文和英文两种版本，两种文本同等效力，如发生语义冲突，以中文版本为准。

第三条 本运输总条件自 2022 年 7 月 15 日起正式生效并施行，在此日期（含）之后订立的运输合同适用本条件。

第四条 本条件生效后，首都航空有权修改本条件文本，但新的《北京首都航空有限公司旅客、行李国际运输总条件》生效日之前已经订立的运输合同仍适用本条件。

本条件的解释权归北京首都航空有限公司。

附录 1

首都航空国际航班超售处置规定

一、定义

超售是承运人接受定座数超过该航班执行机型最大允许旅客座位数。

二、适用范围

本规定适用于首都航空为实际承运人的国际航班。

三、超售信息告知规定

（一）航班离站时间 5 小时（含）前，下发航班调整通知单，客户服务热线以人工外呼的方式通知超售旅客。

（二）通知旅客之后，地面保障单位提取航班超售数据信息，启动预处理程序。

四、征集自愿者程序

因承运人超售导致实际乘机旅客人数超过座位数时，首都航空首先根据征集自愿者程序，寻找自愿放弃行程的旅客。未经征集自愿者程序，不得使用优先登机规则确定被拒绝登机的旅客。在征集自愿者时，首都航空先与旅客协商自愿放弃行程的条件。

在航班超售时，地面服务单位可安排人员在值机柜台或登机口广播寻找主动放弃座位的自愿者，告知旅客航班超售信息和自愿放弃座位旅客的补偿方法及后续服务安排。

五、优先登机规则

首都航空在经征集自愿者程序未能寻找到足够的自愿者后，再根据优先登机规则确定被拒绝登机的旅客。在没有足够的自愿者情况下，超售旅客优先登机原则如下：

（一）执行国家紧急公务的旅客。

（二）经首都航空同意并事先做出安排的、有特殊服务需求的老、弱、病、残、孕旅客以及无成人陪伴儿童。

（三）公务舱旅客。

（四）金鹏白金卡、金卡、银卡会员。

（五）到达站转机衔接时间短的联程旅客。

（六）有特别困难急于成行的旅客。

备注：现场执行顺序以首都航空工作人员解释为准。

对于未能按原先航班成行的旅客，首都航空会优先安排最早可利用的航班让旅客尽快成行或者免费办理退票，并给予一定形式的补偿。

六、超售证明

旅客因超售自愿放弃行程或者被拒绝登机时，首都航空为旅客出具超售证明。因超售导致旅客自愿放弃行程或者被拒绝登机的，首都航空按照非自愿原则为旅客办理客票变更或者退票。

七、被拒绝登机旅客赔偿标准、方式和相关服务标准

（一）超售旅客经确认后，可给予一次性补偿。补偿由现场处理超售旅客的单位负责办理。

（二）补偿方式：现金补偿。

（三）补偿金额：人民币 600 元整。

附录 2

特殊旅客承运标准

首都航空婴儿、孕妇、无成人陪伴儿童、重病患者等特殊旅客的承运标准如下：

一、定义

（一）限制旅客定义：任何有长久性或暂时性身体或精神损伤，实际限制其一项或多项主要生活能力的旅客。

（二）身体或精神损伤：影响下列一个或多个身体系统的任何生理障碍或症状、外形缺陷或身体残缺。神经系统（与神经有关的系统）、肌肉骨骼系统（肌肉与骨骼）、特殊感觉器官（视觉、听觉、触觉、味觉、嗅觉器官）、呼吸系统（包括发音器官、呼吸）、心血管系统（心脏和血管）、生殖系统、消化系统（分解食物）、泌尿生殖系统（生殖与泌尿器官）、血液淋巴系统、皮肤、内分泌系统，或任何精神或心理障碍，例如智障、器质性脑综合症、情绪或精神疾病。

1. 身体或精神损伤包括但不限于矫形、视力、发音和听力损伤等疾病和症状；脑瘫、癫痫、肌肉萎缩、多发性硬化、癌症、心脏病、糖尿病、智障、情绪疾病、药物依赖和酗酒。

2. 智障特征是精神或智力测试的得分远远低于平均分数，且日常生活如交流、自理和参与社会环境和学校的活动的能力有限。智力障碍有

时也被称为认知障碍或智障。器质性脑综合症——泛指导致智力下降的身体疾病。情绪性精神疾病，例如忧郁、焦虑。

（三）主要生活能力是指诸如自理（例如清洁、着装、饮食）、动手活动、行走、视、听、说话、呼吸、学习和工作等功能。

（四）有损伤记录是指有精神或身体损伤历史或误归为有此类损伤并实际限制其一项或多项生活能力。

（五）被认为有损伤是指

1. 拥有的身体或精神损伤不会限制其主要生活能力，但航空承运人却认为构成限制。

2. 拥有的身体或精神损伤仅被其他人视为实际限制主要生活能力。

3. 或没有此定义中说明的损伤，但航空承运人却认为有损伤。损伤不是永久性的，如肢体残缺或视力受损。障碍也可以是暂时性的，如腿部骨折。

（六）限制旅客团体

指统一组织的人数在 10 人以上（含 10 人），航程、乘机日期和航班相同的具备乘机条件的限制旅客。

（七）具备乘机条件的限制旅客

是指购买或持有有效客票，为乘坐客票所列航班到达机场，利用承运人、机场和机场地面服务代理人提供的设施和服务，符合适用于所有旅客的、合理的、无歧视运输合同要求的限制旅客。

（八）直接威胁

对他人健康或安全造成严重威胁，且无法通过修改政策、惯例或程序或通过提供辅助器材或服务来消除危险。

（九）医疗证明

是指由医院出具的、说明该限制人在航空旅行中不需要额外医疗协助能安全完成其旅行的书面证明。

（十）传染性疾病

可在人与人之间传播的疾病。

（十一）合理怀疑

推理或合理判断下的不确定性。例如：乘客呼吸困难或剧痛，需要进一步医疗检查。

（十二）特殊医疗救助

承运人工作人员受过培训，为飞机上发生意外医疗事件的旅客提供“意外”急救和先遣急救员救生程序，但限制旅客所需常规医疗救助和程序需要由专业医疗人员提供。

（十三）WCHC（WHEELCHAIR—C FOR CABIN SEAT）轮椅

用以到达或者离开客舱座位。即旅客自己完全不能行动，需要一定的工具帮助其从候机室到达或者离开飞机，上下客梯和到达或者离开客舱座位（此类使用轮椅旅客被视为无自理能力使用轮椅旅客，运输受到严格限制）。

（十四）WCHS（WHEELCHAIR—S FOR STEP）轮椅

用以上下客梯。即旅客可以自己走到或者离开客舱座位，需要一定的工具帮助他上下客梯和从候机室到达或者离开飞机（此类使用轮椅旅客被视为有半自理能力使用轮椅旅客）。

（十五）WCHR（WHEELCHAIR—R FOR RAMP）轮椅

用以通过停机坪。旅客可以自己走到或者离开客舱座位和上下客梯，仅需一定的工具，帮助他从候机室到达或者离开飞机（此类使用轮椅旅客被视为有自理能力使用轮椅旅客，运输不受限制）。

二、特殊旅客运输原则

（一）以下情况被认为不符合安全运输的条件

1. 如果认为旅客的情况构成直接威胁、或允许其登机是违反中国民用航空局规章或其他政府管理机构的条例，则可以认定为不适宜运输的情况。

2. 旅客对自身、机组人员、首都航空员工及代理人员工或其他旅客的安全及健康状况造成直接威胁。备注：对于被认为是直接威胁的疾病，旅客可以出示“医疗诊断证明书”说明自己能够带病安全旅行以及需要采取其他预防措施，则可以运输。

3. 对于没有提前申请并获得首都航空同意运输许可，旅客到机场后现场临时申请需要使用担架或保育箱。

4. 经合理判断在没有额外医疗服务措施情况下，旅客无法安全完成旅行，并且旅客无法提供或者拒绝提供符合要求的医疗诊断证明书。

5. 对于旅客的身体状况不稳定的情况下（例如旅客明显呼吸困难或表现疼痛等），首都航空认为旅客没有额外医疗服务措施情况下无法安全

完成安全旅行的范围。额外医疗措施是指可能需要使用机上紧急医疗设备，或者需要旅客选择经过医疗专业培训的人员，或者航班延误/备降时需要必要的医疗救助，或者在航班飞行过程中可能需要额外医疗救助。当承运人认为旅客可能需要额外医疗救助，可以要求旅客提供医疗诊断证明书。医疗诊断证明书应该声明旅客是否适合乘机。医疗诊断证明书应该明确地说明旅客不需要额外医疗救助可以安全地完成航空旅行。旅客可以向航空公司提供有关身体状况以及预计后果的相关信息（例如是否急性病或慢性病）。一般情况下，旅客提供医疗诊断证明书，即表明可以成行。但如果旅客提供医疗诊断证明说明他/她可以安全旅行，但首都航空发现旅客身体状况与医疗诊断证明书描述明显不同，可以要求旅客再次进行医疗检查。

6. 对于患有传染疾病的旅客，如果传染疾病对其他旅客的身体健康或安全造成直接威胁，无法通过有效措施控制传染。

7. 处于昏迷状态的吸氧旅客及在地面候机期间也需要用氧的旅客。

（二）运输文件要求

1. 医疗诊断证明书

（1）以下情况旅客在航行中面临安全风险，必须提供医疗诊断证明书：

- ①乘客使用担架或保育箱。
- ②飞行时需要医疗用氧。注：首都航空暂不提供此设备。
- ③可能造成直接威胁的传染病。
- ④32-36 周乘机的孕妇。

⑤存在精神障碍的旅客。

⑥部分病患旅客。

⑦对旅客能否在无需特殊医疗救助的情况下安全结束飞行抱有合理怀疑。

(2) 医疗诊断证明书有效日期

①一般情况下，医疗证明开具日期距离旅客航班既定起飞日期不超过 10 天才可视为有效。如果需要采取预防措施或步骤以防止疾病传播，证明中必须予以说明。为保证医疗诊断证明的有效性，首都航空将对旅客的实际身体情况进行检查。

②如果返程航班日期超过 10 天，则必须重新提供医疗证明。

③对于担架运输或医疗用氧运输的旅客，有效《医疗诊断证明书》的日期距离旅客计划最初日期必须不超过 10 天。

(3)《医疗诊断证明书》由中国境内县、市级或者相当于这一级（如国家二甲级）以及以上医疗单位医师签字、医疗单位盖章，并包含“适宜乘机”字样以及开具日期，方为有效。境外或港澳台地区必须由政府部门认可具备行医资格的医生填写。在非洲地区也可由中资医疗机构出具证明。对于医疗诊断证明书，在中国地区为中文或英文，在境外地区，可以由其他语言填写，但必须附有英文翻译版本或中文翻译版本，并注明在 XX 日前适宜乘机有效。

(4) 如果旅客病情自开具医疗证明后显著恶化或证明书明显隐瞒疾病对其他旅客的威胁，则可以要求旅客接受额外医疗检查，要求旅客到符合资格要求的医疗机构再次进行检查。如果医疗检查显示旅客在没有

特殊医疗救助的情况下可能无法安全结束飞行，或者允许旅客登机将对其他旅客的健康和安全构成直接威胁，则可以认为旅客的情况不适宜航空旅行。

2. 特殊旅客服务需求单

(1)《特殊旅客服务需求单》分为 A 类、C 类，由旅客申请服务时填写，提供特殊旅客信息，是售票处、始发站、经停站和目的站为特殊旅客实施服务的依据。《特殊旅客服务需求单》一式两联，第一联为航空公司联，由始发站值机部门留存；第二联为旅客联。

(2)《特殊旅客服务需求单 A 类》适用对象：使用轮椅旅客（WCHS、WCHR），听力限制旅客，视力限制旅客，语言限制旅客，年长旅客，携带婴儿旅客，特殊餐食旅客等具有一般服务需求的特殊旅客。

(3)《特殊旅客服务需求单 C 类》适用对象：担架旅客，使用轮椅旅客（WCHC），32 周≤孕期<36 周的孕妇旅客，在航空旅途过程需要进行医学护理而要用到某种医疗设备（如医疗氧气等）的旅客，患病或肢体病伤的旅客等特殊服务需求的旅客。

(4)《无成人陪伴儿童乘机申请书》使用对象：无成人陪伴儿童旅客。

(5)《特殊旅客服务需求单》由存在服务需求的特殊旅客，在向首都航空直属售票处、授权售票处或值机柜台提出申请时，由旅客或其监护人代为填写。《特殊旅客服务需求单》留存部门专人负责保管，定点存放，留存期为一年。

3. 旅客运输声明书

(1) 对于首都航空工作人员判断认为运输旅客存在风险或可能存在风险时，均可以请旅客提供运输声明书。

(2) 首都航空工作人员告知旅客航空运输风险，旅客使用空白纸张书写，参考填写内容“北京首都航空有限公司对我已尽到全部提醒义务，我对于航空运输的风险已经知悉，在 XX 年 XX 月 XX 日乘坐航班号为 XX 的航空运输过程中本人身体健康状况发生任何问题，自行承担一切后果”。要求使用空白纸张以自由格式，由旅客本人或家属（监护人）手写，字迹清晰可辨认，并签字确认。旅客本人不能书写的，应由代笔人在声明中说明原因。

(3) 提示旅客机长有最终决定是否承运的权利。

(4) 此声明书不适用中美航线，对于中美航线不要求限制旅客签署让渡或弃权或免责声明才能登机。

三、婴儿旅客

(一) 定义

婴儿旅客是指出生 14 天至 2 周岁以下的婴儿。

(二) 运输条件

1. 婴儿应由年满十八周岁、具有完全民事行为能力的成人陪伴乘机。

2. 出生不足 14 天的婴儿和出生不足 90 天的早产婴儿（早产婴儿指胎龄满 28 周不满 37 周（不含 37 周）），首都航空不予承运。

注：由于新生儿的抵抗力差，呼吸功能不完善，咽鼓管又较短，鼻咽部常有粘液阻塞，飞机升降时气压变化大，对身体刺激大，新生儿又

不会做吞咽动作，难以保持鼓膜内外压力平衡，因此，对婴儿乘坐飞机要有一定的限制条件，航空公司规定上述婴儿不能乘机。

3. 携婴儿数量：每一成人只能携一个按正常票价的 10% 购票的婴儿，超过数量的婴儿应按儿童票价购票，并单独占座。首都航空允许一名成人携带 2 名婴儿乘机。

4. 为保证旅客的服务质量，首都航空不同的机型，对于婴儿载运数量限制不同。旅客可拨打客户服务热线提前咨询。

5. 行李规定：计件制航线上的免费托运行李额为 1 件（不超过 23kg，三边尺寸总和不超过 115CM/45 英寸），另可免费托运一件全折叠式婴儿车或婴儿摇篮。如婴儿车的尺寸不超过 20*40*55 厘米，且重量不超过 5 公斤，则可以带入客舱放在行李架上。若婴儿车尺寸超过以上规定，则必须作为托运行李运输。具体请以旅客的票面为准。

四、孕妇旅客运输条件

（一）怀孕不足 32 周（8 个月）的孕妇乘机，除医生诊断不适宜乘机者外，按一般旅客接受运输，不受限制。若旅客有特殊服务需求时，需在购票时提出，办理乘机手续时须填写“特殊旅客（孕妇）乘机申请书”。

（二）怀孕超过 32 周（含）但不足 36 周（9 个月）的健康孕妇，如有特殊情况需要乘机，应有成人陪伴，填写《特殊旅客服务需求单 C 类》，在乘机前 72 小时内交验由县、市级或者相当于这一级（如国家二甲级）以上医疗单位盖章和医生签字的“诊断证明书”一式三份，且注明在 XX 日前适宜乘机有效。“诊断证明书”的内容包括旅客姓名、年龄、

怀孕时期、预产期、航程和日期、适应于乘机以及在机上需要提供特殊照料的事项，经首都航空同意后方可购票乘机，并填写《特殊旅客服务需求 C 类》（此类旅客运输受限制）。

（三）下列情况，首都航空不予承运

1. 怀孕 36 周（含）以上者。

2. 预产期临近但无法确定准确日期，已知为多胎分娩或者预计有分娩并发症者。

3. 顺产后不足 7 天，难产以及早产经医生诊断不宜乘机者。

注：由于飞机是在高空飞行，高空空气中氧相对减少，气压降低。因此，对孕妇乘坐飞机有一定的限制条件。尽管有研究表明妊娠期的任何阶段乘坐飞机都是安全的，但是，为了慎重起见，各航空公司通常对孕妇乘机制定了一些运输规定，只有符合运输规定的孕妇，承运人方可接受其乘机。首都航空也不例外，感谢理解。

五、无成人陪伴儿童

（一）定义

儿童旅客是指年龄满 2 周岁但不满 12 周岁的旅客。无成人陪伴儿童（简称无伴儿童）是指年龄满 5 周岁（含）但不满 12 周岁，没有年满 18 周岁且有民事行为能力的成年人陪伴乘机的儿童。

（二）运输条件

无陪儿童不适合航空运输范围

1. 不足 5 周岁的儿童单独乘机。

2. 12 周岁以下的病残儿童单独乘机。

3. 在非本公司或本公司未授权的售票处出票者。

4. 对于首都航空中转航班（同机中转航班除外）或首都航空与其他航空公司的联程航班，不接受无成人陪伴儿童的运输。

5. 国内、国际串飞航班，不接受无陪儿童的运输。

（三）各类机型运输限量：因机型不同，对于每个航班承运无陪儿童的数量有限制。旅客可拨打客户服务热线提前咨询。

（四）无陪儿童申请时限及购票要求

1. 至少应在航班规定离站时间 60 分钟前提出。

2. 所有申请手续必须在首都航空境内外直属售票处、境外 GSA 及境内外授权售票处、首都航空客户服务热线或机场值机柜台办理。

3. 符合本公司规定的运输条件。

4. 经本公司同意。

5. 在本公司或本公司授权的售票处办理定座和购票手续。

6. 必须在定座购票时，提出无成人陪伴儿童申请，填写《无成人陪伴儿童乘机申请书》。

7. 如果客票为客户服务热线出票，客户服务热线联系旅客所对应营业部/境外办事处，由其对应营业部/境外办事处联系旅客进行《无成人陪伴儿童乘机申请书》填写，填写完毕由营业部/境外办事处通过审核后发送至首都航空国际后台组邮箱，由客户服务热线联系旅客出票。

8. 如果客票为境外办事处或境外授权销售处出票，需由境外办事处对《无陪儿童乘机申请书》进行审核留底后，方可出票。

9. 购票时必须出具儿童的户口簿或出生证或护照及其父母或监护人的身份证。

10. 购票时，无成人陪伴儿童的父母或监护人必须提供始发与到达站的接送人员有效姓名、地址和联系电话。

11. 必须购买定期客票，不定期客票必须在确认座位后方可乘机。

六、听力限制旅客

（一）定义及分类

听力障碍是指由于各种原因导致双耳听力丧失或听觉障碍，而听不到或听不真周围环境的声音；听力障碍分为聋和弱听两类。实际保障中分为单独乘机和有成人陪伴乘机的听力限制旅客。

（二）售票服务

1. 对于永久性听力障碍乘机不需要提供《医疗诊断证明书》。对于耳鼻喉科手术导致暂时性听力障碍或其他病患导致暂时性听力障碍（除中耳手术外），在手术后 15 天内不能乘坐飞机，15 天后的恢复期内乘坐飞机需要提供《医疗诊断证明书》。

2. 售票人员与旅客确认以下信息：是否需要帮助；听力限制旅客是否有陪同人员；是否携带助听犬或/和其他助听器等设备；是否需要特殊座位安排。

3. 携带助听犬的听力限制旅客，需在航班离站 24 小时前，在航班始发地向首都航空境内外直属售票处、境外 GSA 及境内外授权售票处提出申请。售票处须向 AOC 客户服务席进行请示，根据 AOC 客户服务席的答复，决定是否出票。

4. 除上述之外的听力限制旅客，可在首都航空境内外各直属售票处、销售代理人及首都航空客户服务热线直接购票，没有申请时限和销售渠道限制。有人陪伴且无其他需求的永久性听力限制旅客，按照正常情况销售，无需填写《特殊旅客服务需求单》。

七、视力限制旅客

（一）定义及分类

视力障碍是指由于各种原因导致双眼视力障碍或视野缩小，而难能做到一般人所能从事的工作、学习或其他活动。视力障碍包括盲和低视力两类。实际保障中视力限制旅客分为单独乘机和有成人陪伴乘机视力限制旅客两类。

（二）售票服务

1. 对于永久性视力障碍乘机不需要提供《医疗诊断证明书》。对于眼科手术导致暂时性视力障碍或其他病患导致暂时性视力障碍，在手术后 15 天内不能乘坐飞机，15 天后的恢复期内乘坐飞机需要提供《医疗诊断证明书》。

2. 售票人员与旅客确认以下信息：是否需要帮助；视力限制旅客是否有陪同人员；是否携带助导盲犬或/和其他助听器等设备；是否需要特殊座位安排。

3. 携带导盲犬的视力限制旅客，需在航班离站 24 小时前，在航班始发地向首都航空境内外直属售票处、境外 GSA 及境内外授权售票处提出申请。售票处须向 AOC 客户服务席进行请示，根据 AOC 客户服务席的答复，决定是否出票。

4. 无陪视力限制旅客，在航班始发地向首都航空境内直属售票处提出申请。如旅客未在购票时申请无陪服务，旅客到达机场后且在航班规定离站时间 60 分钟前，可自行在机场值机柜台提出办理无陪视力限制旅客的申请。

5. 除上述情况之外的视力限制旅客，可在首都航空境内外各直属售票处、销售代理人及首都航空客户服务热线直接购票，没有申请时限和销售地点限制。有人陪伴且无其他需求的永久性视力限制旅客，按照正常情况销售，无需填写《特殊旅客服务需求单》。

6. 国际及地区航线：中国境内始发航班同国内航班流程一样；中国境外及港澳台始发航班：视力限制旅客由办事处邮件将旅客信息通报给客户服务席，并电话确认 AOC 客户服务席已收到信息。

八、语言限制旅客

（一）定义及分类

语言障碍是指由于各种原因导致不能说话或语言障碍，从而都难能同一般人进行正常的语言交往活动。单纯语言障碍，包括失语、尖音、构音不清或严重口吃。除了听力障碍所致的言语障碍，还包括了其他的言语障碍类型，如脑血管病、脑外伤、智力低下等所致的障碍。实际保障中语言限制旅客分为单独乘机语言障碍和有人陪伴语言限制旅客两类。

（二）售票服务

1. 售票人员与旅客确认以下信息：是否需要帮助；语言限制旅客是否有陪同人员；是否需要特殊座位安排。

2. 无陪语言限制旅客，需在航班离站 24 小时前，在航班始发地向首都航空境内直属售票处提出申请。如旅客未在购票时申请无陪服务，旅客到达机场后且在航班规定离站时间 60 分钟前，可自行在机场值机柜台提出办理无陪语言限制旅客的申请。

3. 除上述之外的语言限制旅客，可在首都航空境内外各直属售票处、销售代理人及首都航空客户服务热线直接购票，没有申请时限和销售地点限制。有人陪伴且无其他需求的永久性语言限制旅客，按照正常情况销售，无需填写《特殊旅客服务需求单》。

九、移动限制旅客

（一）售票人员询问旅客需要什么帮助, 确认如下信息

1. 咨询旅客的身体状况，根据以下范围确定首都航空为旅客在机场和客舱内提供的服务项目：旅客完全不能移动（WCHC）；在没有帮助的情况下，旅客不能上下楼梯（或客梯），但可以自己到达座位上（WCHS）；在没有帮助的情况下，旅客可以自行上下楼梯（或客梯），也可以自己到达座位上（WCHR）。

2. 咨询旅客是否有行走辅助工具？是否携带以下物品？手杖（普通手杖、多脚手杖、S 型手杖等）、拐杖（腋拐杖、肘拐杖等）、助行器（框式助行架、轮式、台式助行器等）、轮椅（手动轮椅或电动轮椅，电动轮椅是干电池驱动，还是湿电池驱动）、假肢、辅助犬（重度肢残者的生活和工作提供帮助）。售票人员告知旅客辅助工具可以免费运输。

3. 咨询旅客是否有陪同人员。注：基于紧急撤离安全原因，完全无法移动的肢体限制旅客单独旅行时，需要有陪同人员，作为安全助理。

4. 咨询旅客是否携带辅助犬。对于旅客携带辅助动物的情况，请旅客出示相关辅助动物文件，请旅客填写《首都航空小动物运输申请书》。

5. 对于旅客携带轮椅的情况，告知首都航空飞机客舱内无法放置轮椅，必须办理托运。如旅客携带电动轮椅，请旅客填写《首都航空轮椅拆卸说明书》，在乘机当天携带递交给办理乘机手续工作人员。

6. 咨询旅客对座位有何需求。没有特殊要求的情况下，为限制旅客预留飞机上靠近洗手间座位或座椅扶手可活动的座位，出口座位不能提供给限制旅客。

（二）售票人员告知旅客首都航空可以提供的服务

1. 首都航空提供三类轮椅服务（WCHR、WCHS、WCHC）。

2. 飞机客舱内是否有无障碍卫生间，无障碍洗手间的位置。

3. 可移动扶手座位信息。

4. 旅客自带移动辅助设备存放有关信息（放在客舱或货舱）。

5. 提示旅客提前到机舱办理乘机手续时间，特别是使用电动轮椅的情况。

（三）提示旅客到达机场办理时间。如果旅客携带电动轮椅，告知首都航空飞机客舱内无法放置轮椅，必须办理托运。如旅客携带电动轮椅，请旅客携带电动轮椅的说明书。至少在乘机当天航班起飞前 60 分钟到值机柜台办理。

（四）WCHR 及 WCHS 旅客均可在首都航空境内外各直属售票处、销售代理人及首都航空客户服务热线直接购票，无申请时间及销售渠道限制。在销售异地出港 WCHR、WCHS 客票时：售票员、订座员按使用轮椅旅

客相应流程出票后，提示旅客，在航班离站 60 分钟前在机场值机柜台填写《特殊旅客服务需求单 A 类》；WCHC 旅客仅限在首都航空境内外直属售票处、境外销售总代理（GSA）及境内外授权售票处。

（五）WCHC 旅客，需在航班离站 24 小时前，在航班始发地提出乘机申请。此类旅客售票处须向 AOC 客户服务席进行请示，根据 AOC 客户服务席的答复，决定是否出票。

（六）协助 WCHR、WCHS 旅客填写《特殊旅客服务需求单 A 类》，WCHC 旅客，售票处在请示 AOC 客户服务席后方可售票，同时协助这类旅客填写《特殊旅客服务需求单 C 类》。

（七）售票处、首都航空客户服务热线在为旅客办理完购票手续后，应不晚于航班起飞前 60 分钟通过邮件发送使用轮椅旅客信息。WCHC 类旅客，售票处还需电话通知 AOC 客户服务席，确认接收单位已收到信息。

（八）WCHC 在每一航班的每一航段限载两名。

十、担架旅客

（一）定义

担架旅客（STCR-STRETCHER），是指因患重病或者受重伤的原因，在旅行中不能使用飞机上的座椅而只能躺卧在担架上，或者不能在飞机座椅上坐着而必须躺着乘机的重病伤旅客。

（二）运输条件

1. 担架旅客受严格的载运限制。首都航空每一航班的每一航段上，只限载运一名担架旅客。

2. 如旅客为病患等其他特殊情况，必须满足首都航空有关病患等其他特殊情况乘机条件。

3. 担架旅客至少应提前 48 小时向首都航空直属或指定售票处提出申请。

4. 担架旅客必须至少有一名医生或者护理人员陪同旅行。

5. 处于休克状态的担架旅客拒绝承运。

6. 当航班上有 VVIP 时，不承运担架旅客。

7. 担架旅客运输需满足首都航空担架旅客运输机型及相干航站担架拆卸能力条件：

(1) 考虑到航空运输安全性，原则上不接受旅客提出的使用头等舱座位运输担架旅客或旅客直接躺在经济舱联排座椅上而不适用担架设备运输。

(2) 担架运输应安排在经济舱。

(3) 担架旅客若有其他特殊保障需要，只能在出票时提出。

(4) 担架大于 152CM，才需要拆座椅，小于 152CM 无需拆座椅，将担架固定于三排座椅上。客舱座椅的拆卸必须满足首都航空有关机场拆装飞机客舱座椅担架旅客保障条件。在正常情况下，首都航空维修工程部机务人员拆卸三排旅客座椅的时间为 50 分钟，安装三排旅客座椅的时间为 60 分钟，并提供可靠的担架固定装置。但不得因为拆卸座椅而延误航班。

(5) 目前首都航空无专业担架，需旅客自行提供担架运输。

8. 担架旅客不办理联程航班业务。

十一、吸氧旅客

（一）定义：吸氧旅客指需要在航班飞行途中使用自带呼吸辅助设备的旅客。呼吸辅助设备的范围包括便携式制氧机（POC）、持续气道正压通气设备（CPAP）、通气机、呼吸器。

（二）运输限制

1. 处于昏迷状态的吸氧旅客，不予承运。
2. 在地面候机期间也需要用氧的旅客，不予承运。

（三）申请时限及申请渠道要求

1. 至少在航班起飞时间前 48 小时向首都航空提出申请。
2. 国内始发旅客可通过以下渠道申请：

（1）直属售票处

（2）首都航空授权的售票代理人

3. 境外始发旅客申请渠道：首都航空境外办事处。

4. 海航销售公司、授权的售票代理人、境外办事处只能接受所在地出港航班申请。

5. 如旅客在值机柜台现场提出申请，如果旅客身体条件、呼吸辅助设备、电池、医疗诊断证明等符合运输要求的情况下，鼓励给予运输。

（四）医疗诊断证明开具内容要求

1. 诊断证明须写明：乘机人姓名、乘机所用证件、在 XXXX 年 X 月 X 日前适宜乘机、开具日期。

2. 诊断证明须注明：“该旅客对呼吸辅助设备的目视和声响警告有认知能力，并且无需帮助可以自行对这些警告采取合适的行为”，“该旅客

在航班飞行全程/部分时间需要使用呼吸辅助设备”，“旅客所需氧气浓度、呼吸设备自身电池及备用电池的运行时间”。

3. 诊断证明须签注：须由旅客、其监护人或随行陪护人员分别签字。

4. 在医疗诊断证明复印件上，旅客（或其监护人）须写明“此复印件与原件一致”字样，并由旅客、其监护人或随行陪护人员分别签字。

注：携带制氧设备的旅客须开具医疗诊断证明，其他呼吸辅助设备不强制要求。

首都航空国际客票变更、退票规则

一、散客规则

（一）适用范围

适用于首都航空为实际承运人的国际及地区航班，或首都航空为市场方的代码共享航班。注：此规则也适用于首都航空国际包机航班的散客销售，包机合同另有规定的除外。

（二）客票变更（包括变更日期、舱位、航班号、航段等自愿变更，不包括变更旅客姓名）

1. 变更后新票运价选取的原则

变更后新票在计算票价时，须结合原票航程信息全程考虑，在满足运价限制条件的情况下，选取适用的最低票价。

原票已部分使用时进行变更，则新票价格按原票出票日期销售全程所适用票价计算。

（1）原票全部未使用时进行变更：

一旦去程变更，则新票价格按变更当日销售全程所适用票价计算。

（2）只变更回程时，则按原票出票日期时销售全程所适用票价计算新票价格。

新票价与原票价之间的票价差额执行多不退少补原则。

2. 变更后税费差的系统计算原则

新票税费与原票税费之间的税费差额，执行多不退少补原则。

3. 变更费选取的系统原则

变更费按原票已变更航段中最高手续费收取。

每次变更均收取变更费，变更费退票时不退。

改变航班日期与其他变更同时进行，或者多段同时发生变更，按 1 次收费。若分开变更则按变更次数分次收取变更费。

当变更在所变更航段航班起飞前进行操作，系统不收取 no-show 费；当变更在所变更航段航班起飞后进行操作，则系统收取 no-show 费。

no-show 费按照所有航段中最高手续费收取，以旅客是否于航班起飞前在编码中取消座位为标准进行判断。

4. 汇率选取的系统原则

换开时汇率按换开当日汇率计算。

（三）因病变更

旅客因病提出变更航班，符合首都航空因病退改规定，并提供相关证明后，免收变更费。

（四）退票规定

1. 退票地点

原则上旅客自愿退票应在原出票地办理，出示相关证件（如护照等）。如非旅客本人退票，还需提供代退票经办人的证件和旅客本人的委托书。

2. 退票期限

旅客或购票单位应在客票有效期起始日至客票有效期满 30 天（含）向首都航空提出并办理退票手续内申请退票；超出退票期限首都航空不再办理退票业务（票款及税、费均不退）。

3. 有以下任何一种情况，拒绝退票

- （1）已超出退票期限。
- （2）退票时未能提供有效证件或票证。
- （3）全部未使用的客票，不允许部分退票。

4. 自愿退票时的退款金额计算

- （1）客票全部未使用：扣除客票适用的退票费，余额退还旅客。
- （2）客票已部分使用

①旅客只使用了 ADDON 段，ADDON 航段按其旅行当日对应舱位的单程公布运价扣除，再扣除客票适用的退票费，余额退还旅客。

②如果旅客使用了 ADDON 以及首都航空国际航段的情况下，ADDON 航段按照 ADDON 价值扣除，并扣除首都航空国际航段旅行当日对应舱位使用的单程销售价格，再扣除客票适用的退票费，余额退还旅客。

③已使用全部国际航段，只退 ADDON 航段，只退 ADDON 净值，免收退票费。

④如原舱位无公布单程票价，则按照高一级舱位公布单程运价扣减，且运价及运价有效期均需高于原舱位。

- （3）儿童退票按照成人退票相应规定执行。

（4）升舱后退票，如客票完全未使用，则退还升舱差价，然后按照原票标准扣除退票费；如升舱后只使用客票中的 ADDON/SPA 航段，首都

航空国际航段未使用，则需扣除已使用航段对应的单程公布运价，并按照原票退票规定执行，同时退还国际部分的升舱差价；如升舱后客票中的首都航空国际主航段已部分使用，退票规则按新票执行，即扣除升舱后客票规定的退票费及已使用航段的单程公布运价。

（5）当退票在航班起飞前操作，系统不收取 no-show 费；当退票在航班起飞后操作，则系统收取 no-show 费。no-show 费的收取，按照旅客是否于航班起飞前在编码中取消座位为标准进行判断。

退票时如有货币转换，一切费用均按出票当日的汇率计算。

换开以后再退票，如有货币转换，按换开时的汇率计算。

5. 退回税款

（1）退票时须一并退还旅客购票时缴的尚未发生的税款，但当客票出现以下任何一种情况，拒绝退税：

①已超出退票期限。

②退票时未能提供有效证件或票证。

（2）当客票规定不允许退票时，则客票票款及燃油部分不退，未使用的税款退还旅客。

（3）当票款+燃油<退票费时，票款及燃油部分不退，未使用航段的税款可退。

（七）首都航空国际航班旅客因病退票规定

旅客因病提出退票，符合首都航空因病退改规定，并提供相关证明后，免收退票费。

二、团队规则

（一）变更

1. 团队客票一经开出不得变更航段和日期，按照 IATA 规定因旅客或其近亲属死亡或因病不能成行的情况除外。

2. 可以变更的旅客必须通过原购票单位办理变更，航空公司不接受旅客个人变更申请。

（二）团队退票

一般情况下，团体旅客不得自愿退票（另有规定的除外）

航空公司不接受旅客个人退票申请，旅客个人退票必须通过原购票单位办理。团队旅客的退票必须在第一航段航班起飞前提出申请，以获得航线管理员的确认为准。第一航段起飞后，不接受自愿退票申请。

1. 退票程序

（1）持完整、有效的票证。

（2）出示有关证件：如护照等。

2. 有以下情况之一的，拒绝退票

（1）逾期未提出退票申请。

（2）申请时未能出示有效证件或票证。

（3）经计算已无余款可退。

3. 团队退票规定

（1）外航联运航段票款不退。

（2）航班起飞前只退税费，航班起飞后燃油不退，税款可退。

附录 4

首都航空国际客票非自愿变更、退票规定

一、 适用条件

本规定适用于首都航空为实际承运人的国际、地区航班（包机合同另有规定的除外）。

二、非自愿退改签规定

（一）由首都航空承运的单一航段客票

1. 由于承运人原因导致的非自愿变更或退票，可为旅客办理非自愿变更、签转或退票，免收变更费或退票费。

2. 由于非承运人原因导致的非自愿变更或退票，可为旅客办理变更或退票，免收变更费或退票费，如因变更产生差价需由旅客承担；如旅客需要签转，除非客票票规允许自愿签转，否则原票按非自愿退票处理，免收退票费。

（二）联程客票、连续客票等在单一运输合同内的多航段客票非自愿退改签规定

1. 当首都航空航班由于承运人原因导致旅客无法按照约定时间完成整个行程的，可协助旅客办理该不正常航班及其它航段的改期和签转，免收变更费。

2. 当首都航空航班由于非承运人原因导致旅客无法按照约定时间完

成整个行程的，可协助旅客办理该不正常航班及其它航段的变更，免收变更费，如因变更产生差价需由旅客承担；如旅客需要签转，按照客票使用规定办理。

3. 如旅客退票，可协助旅客办理该不正常航段及其它航段的退票，免收退票费。

三、非自愿退改签操作规定

（一）非自愿变更

如果首都航空国际及地区航段、首都航空国内段不正常，进行非自愿变更时规定如下：

1. 将旅客保护至首都航空后续可承接的第一个直达航班或中转航班或航班起飞当日前后三班内的首都航空直达或中转航班。

2. 如旅客要求，可为旅客变更航程，免手续费变更至首都航空承运的其他航班。

变更航程的原则为：

（1）选取始发站/目的站与原航程始发站/目的站相同或临近的城市且始发站或目的站中至少有一个站必须与机票上列明的站点相同。

（2）变更航程为首都航空其他国际/地区航班或首都航空国际/地区与外航联程航班

3. 非承运人原因导致的航班不正常，如变更产生差价，需由旅客自行承担。

（二）非自愿退票

1. 填开在 898 首都航空国际客票的首都航空国际及地区航段、首都

航空国内航段航班不正常，非自愿退票规定如下：

（1）如果客票完全未使用，退还旅客购票时实际支付的全部款项，不收取退票费。

（2）如果客票已部分使用，将旅客购票时实际支付的金额减去已使用航段的相应票款，余额退还旅客，不收取退票费。（来回程航段中的已使用航程其运价按照 1/2RT 计算）。

（3）在同一票价计算组内，按照整个行程计算票价（throughfare）的联程客票，如果国际/地区航段已使用，throughfare 票面价不退。

（4）退票时如需汇率转换，汇率按原出票日期计算。

2. 填开在非 898 首都航空国际客票的首都航空国际及地区航段、首都航空国内航段航班不正常，如旅客要求退票，首都航空为旅客提供航班不正常的证明，请旅客在原出票地办理退票。

（三）非自愿签转

因承运人原因导致，首都航空国际及地区航段发生不正常，非自愿签转规定如下：

1. 非自愿签转至外航的客票或以重购客票形式保障至外航的客票，如旅客再次提出变更、签转、退票时，退、改、签规则一律以接受方规定为准。

2. 旅客在确定 OPEN 票日期时，航班被取消，此类客票进行非自愿退票处理，不办理非自愿签转。

3. 协议免票和优惠票、集团内部职工优惠票、规定任何情况均不得签转的特殊产品票、免票等客票均不得签转。

四、其它

（一）除另有规定外，在首都航空发布航班提前、延误、取消等不正常航班信息前，如旅客已自愿取消订座，后续办理客票退改签手续时，将按照客票使用规定办理自愿退改签业务。

（二）已自愿变更后的新客票，若发生航班不正常，在操作非自愿退改签业务时：

1. 已收取的变更费均不退还。

2. 升舱（含同舱补差）后的客票，如旅客要求继续成行，且能提供公务舱座位时，则已收取的变更费、升舱补差费均不退还。如旅客要求非自愿退票，可退还旅客原付票价及升舱差价，但已收取的变更费不退。

（三）办理非自愿签转和变更业务时，如税费有调整，税费的征收以原始出票日期为准，不退不补。

（四）与外航联运的订座舱位原则

如换开客票时，因航班日期邻近，外航舱位关闭，首都航空只能在合作航司的非协议舱位订座。

1. 承运人原因导致的非自愿变更，因订外航 SPA 协议外舱位产生的差价，由首都航空支付。

2. 非承运人原因导致的非自愿变更，因订外航 SPA 协议外舱位所产生的差价，由旅客支付。差价计算方式：按照所定外航舱位的外放价格与原票 SPA/ADDON 价格的差额计算。如果原票为 throughfare，外航航段价格则按照购票日有效的 SPA/ADDON 政策中对应航段的价格计算。如有汇率差，按照改期当日汇率计算。

（五）旅客自愿改期，所改日期的航班被取消时，30 天内首都航空无法提供后续航班服务的，对该客票做非自愿退票处理。

（六）无论承运人或非承运人原因，对于按照旅客意愿变更至后续航班的，若后续航班正常，旅客再次提出变更或退票，一律按自愿变更、退票处理。

（七）若旅客购买的跨航司非联程客票，其中一段为首都航空国际/地区航班，若前段外航航班不正常导致旅客无法乘坐后段首都航空航班，首都航空只能为旅客办理首都航空航班的自愿退、改、签服务，按照客票使用规定办理。

（八）如旅客办理退改签业务时，航班为正常航班，当该客票办理完自愿退改签业务后，原航班再发生不正常，则已办理完自愿退改签手续的客票，不得以原航班不正常为由，申请办理非自愿退改签。

（九）航班出港正常，但旅客未登机，航班起飞后该客票状态变成NOSHOW，后航班发生到港延误，此时已NOSHOW的客票申请退款，改期，则该客票仍需按自愿退票、自愿变更原则，按照客票使用规则办理。

（十）当航班备降时，如备降机场与计划目的地机场属同一城市，且实际离站（或到站）时间较计划离站（或到站）时间在规定范围内，虽为不正常航班，但已使用航段不办理退改签业务。如影响后续航班衔接，可为旅客提供不正常航班证明。在经停地/备降地出现不正常，不办理非自愿退票。

Beijing Capital Airline General Conditions of International Carriage for Passengers and Baggage

Article 1 Definitions.....	77
Article 2 Scope of Use.....	83
Article 3 Tickets.....	85
Article 4 Fares and Fees.....	90
Article 5 Reservations.....	91
Article 6 Check-in and Boarding.....	94
Article 7 Carriage Refusals and Restrictions.....	96
Article 8 Baggage.....	99
Article 9 Schedule, Delays, Cancellation of Flights.....	112
Article 10 Ticket Changes.....	115
Article 11 Refund.....	116
Article 12 Conduct aboard Aircraft.....	120
Article 13 Common service.....	122
Article 14 Additional Service Arrangements.....	123
Article 15 Administrative Formalities.....	124
Article 16 Liabilities and Limitations.....	127
Article 17 Other Provisions.....	133

Article 1 Definitions

1 The definitions of the following expressions in the “Beijing Capital Airline General Conditions of International Carriage for Passengers and Baggage” (hereinafter referred to as the Conditions), are as follows:

1.1 “Convention”, refers to the instrument(s) used according to the stipulations of the contract: “The Convention for the Unification of Certain Rules Relating to International Carriage by Air”, signed in Warsaw, October 12, 1929 (hereinafter referred to as the Warsaw Convention); “The Warsaw Convention as Amended at The Hague”, signed in The Hague, September 12, 1955 (hereinafter referred to as the Hague Protocol); “The Convention for the Unification of Certain Rules for International Carriage by Air”, signed in Montreal on May 28, 1999 (hereinafter referred to as the Montreal Convention).

1.2 “International Carriage” means, unless otherwise provided by a Convention, transportation which, according to the contract of carriage concluded by the carriers, either the place of departure of carriage or the destination or an agreed stopping place, whether or not there is a break or transfer in the transportation, is not inside the borders of the People’s Republic of China.

1.3 “Carrier” means the public air transportation corporation who issues the ticket, transports or commits to transport the passenger

listed on the ticket and their baggage.

1.4 “Validating Carrier” the issuing airline whose numeric airline code is reflected in the transaction for the flight coupon(s).

1.5 “Operating carrier”, the carrier used in a codeshare situation when different from the marketing carrier.

1.6 “Airport Authority”, it refers to the organization with legal personality established according to law or entrusted to be responsible for airport safety and operation management.

1.7 “Authorized Sales Agent” means an agent who has been appointed by the carrier to represent the carrier in the sale of air transportation.

1.8 “Authorized Ground Handling Agent” means the enterprise which has been authorized by JD to provide, on our behalf and within the scope of authorization, the passenger and baggage handling services for the flights operated by JD.

1.9 “Ticket” the document issued by or on behalf of carrier and including conditions of contract, notices and the coupons contained in it.

1.10 “Days” means calendar days, including all seven days of the week; provided that, for the purpose of passenger notification, the day upon which notice is dispatched shall not be counted.

1.11 “Tickets purchased”, it refers to the state that the transport

contract is established according to the law or the agreement of both parties.

1.12 “Exchange”, the issuance of a new ticket necessitated by a change to the carrier, flight, date, class of service or sector of the first flight coupon of the ticket.

1.13 “Voluntary refund”, it refers to the passenger's request for refund due to his own reasons.

1.14 “Involuntary refund”, unused ticket is refund because of: Flight cancellation, Flight schedule change, Over carriage, Misconnection.

1.15 “Voluntary exchange”, it refers to the passenger's request for exchange due to his own reasons.

1.16 “Involuntary exchange”, unused ticket is exchanged because of: Flight cancellation, Flight schedule change, Over carriage, Misconnection.

1.17 “Carrier reasons”, it refers to the carrier's internal reasons, including maintenance, flight deployment, crew deployment, etc.

1.18 “Non-carrier reasons”, it refers to other reasons unrelated to the carrier's internal management, including weather, emergencies, air traffic control, security inspection, passengers and other factors.

1.19 “Baggage” means such articles carried by a passenger that are necessary or appropriate for his/her wear, use, comfort or convenience in connection with the trip. Unless otherwise specified,

it shall include both checked and unchecked baggage (carry-on) of the passenger.

1.20 “Checked Baggage” means Baggage of which the carrier takes sole custody and for which the carrier has issued a baggage check.

1.21 “Unchecked Baggage” means any baggage of the passenger which the passenger takes sole custody of other than checked baggage, also referred to as “carry-on baggage.”

1.22 “Ticket Price”, the price for the carrier to transport passengers from the origin to the destination by using civil aircraft, excluding taxes and fees collected in accordance with the state regulations.

1.23 “Planned departure time”, departure time approved by flight time management department.

1.24 “Planned arrival time”, it refers to the arrival time approved by the flight schedule management department.

1.25 “Ticket tariffs”, the published fares, rates, changes and related conditions of a carrier.

1.26 “Ticket rebooking”, a change to the reservations date without a change of ticketed points.

1.27 “Endorsement”, the transfer of authority required when a passenger with an international ticket wishes to rebook to a carrier other than the carrier shown on the ticket.

1.28 “Interline flight”, means more than two (inclusive) flights

listed in a single transport contract.

1.29 “Missed flight”, it refers that the passenger fails to complete the check-in procedures within the specified time or fails to board due to the non-compliance of his / her ID card.

1.30 “Wrong multiply”, refers to the passenger taking the wrong flight.

1.31 “Missed multiplication”, it refers that the passenger fails to take the flight listed in his ticket after completing the check-in procedures or passing through the boarding gate.

1.32 “Small animals”, it refers to the small animals consigned by passengers, including cats, dogs or other kinds of small animals raised by families.

1.33 “Over booking”, it refers to the carrier's behavior that the number of seats sold exceeds the actual number of seats available on a certain flight in order to avoid seat wasting.

1.34 “Agreed Stopping Places” means those places, except the place of departure and the place of destination, set out in the Ticket or shown in the carrier’s timetables as scheduled stopping places on the passenger’s route.

1.35 “Stopover” means a deliberate interruption to the journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by the

Carrier.

Article 2 Scope of Use

2.1 General

2.1.1 Except as provided in 2.2 and 2.3, these Conditions apply to all international and regional (Hong Kong, Macao and Taiwan included) carriage of passenger and baggage on the civil aircraft for which Beijing Capital Airline are paid.

2.1.2 These Conditions also apply to no-charge and reduced fares carriages.

2.1.3 Unless otherwise provided, in the event of any inconsistency between these any other regulations Beijing Capital Airline may have dealing with particular subjects, these General Conditions of Carriage shall prevail.

2.2 Charter

According to the transportation incorporated in the charter agreement, passengers and baggage that have been accepted to transportation by charter should accord with Beijing Capital Airline charter agreement provisions. These Conditions shall be taken as final when the carriage is outside the charter agreement.

2.3 Codeshare

Our Conditions of Carriage also apply to codeshare flights operated by JD.

2.4 Exceptions

To the extent that any provision contained or referred to herein is contrary to anything contained in the Conventions, laws, government regulations, orders or requirements, those Conventions, laws, government regulations, orders or requirements shall be taken as final. The other provisions of these Conditions remain valid.

Article 3 Ticket

3.1 Ticket is Evidence of the Contract of Carriage

The ticket is evidence of the contract of carriage between the issuing carrier and the passenger. The carrier will provide carriage only to the passenger holding such a ticket, or any other carrier document issued by the carrier or its authorized agent and will assume liability pursuant to these carriage provisions. The ticket remains at all times the property of the issuing Carrier. The Conditions of Contract contained on the ticket are a summary of some of the provisions of these Conditions of Carriage.

The sales agent shall notice the passenger the ticket's cabin code, applicable fares and tariff, including the exchange rule and refund rule, free baggage allowance, and whether the flight provides meals. The sales agent shall notice the passengers the travel information, including the check-in deadline at the departure terminal, prohibited or restricted luggage, etc.

Passengers need to check the relevant regulations of the departure, stopover or destination country.

3.2 Provisions for Using Tickets

Passengers must purchase tickets with their own valid ID, the valid ID card used for booking shall be the same as that used for check-in. A person who uses an electronic ticket shall not be entitled to be

carried on a flight unless that person provides valid identification and valid status of the electronic ticket checked by Beijing Capital Airline or its ground service agent. The electronic ticket itinerary only records the passenger's travel information, and cannot be regarded as the necessary evidence for the passenger to check in and have security inspection.

3.3 Ticket not Transferable

3.3.1 Tickets are not transferable.

3.3.2 If someone other than the person entitled to be carried on a ticket travels pursuant to that ticket or is given a refund in connection therewith, Beijing Capital Airline shall not be liable to the person with the original right to use of the ticket.

3.3.3 If a ticket were to be used or refunded by any person other than the person entitled to be carried, Beijing Capital Airline would not be liable to the person entitled to be carried or refunded.

3.4 Period of Validity of the Ticket

3.4.1 A ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the ticket is used, from the date of issue.

3.4.2 The validity period of a special fare ticket is calculated according to Beijing Capital Airline Regulations.

3.4.3 The validity of a ticket is calculated from the date of

commencement of travel or 00:00 of the day following the day upon which a ticket is issued to 00:00 of the day following the expiration date.

3.5 Extension of Validity of the Ticket

3.5.1 If for the following reasons, the passenger is prevented from travelling within the period of validity of the ticket, the validity of the passenger's ticket will be extended until Beijing Capital Airline first flight on which space is available in the class of service for which the fare has been paid, the extension shall not exceed one year:

1. Cancellation of the flight on which the passenger holds a reservation;
2. Omission of a scheduled stop, being the passenger's place of departure, place of destination or a stopover;
3. Failure to operate a flight reasonably according to schedule;
4. Causing the passenger to miss a connection;
5. Inability to provide a previously confirmed space;
6. Unable to provide a seat in the class of service the passenger has paid for.

3.5.2 When a passenger is prevented from travelling within the period of validity of his/her ticket by reason of illness, Beijing Capital Airline will extend the period of validity of that passenger's

ticket until the date when he/she becomes fit enough to travel according to a medical certificate, or until Beijing Capital Airline first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. If the later flight's fare is higher than that of the class paid by the passenger, the fare difference shall be paid. The validity of the ticket will be extended for no more than three months. In such circumstances, Beijing Capital Airline will extend similarly the period of validity of tickets of other members of his or her accompanied passenger (a maximum of two).

3.5.3 In the event of the death of a passenger, the Tickets of persons accompanying the passenger may be modified by waiving the minimum stay or extending the period of validity. In the event of a death in the immediate family of a passenger, the validity of the passenger's ticket may be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be longer than forty-five (45) days from the date of the death shown on the death certificate. Accompanying passengers are limited to two.

3.6 Coupon Use Sequence

3.6.1 Beijing Capital Airline will honor flight coupons, or in the case of an electronic ticket, an electronic coupon, only in sequence

from the place of departure as shown on the ticket.

3.6.2 Beijing Capital Airline may not honor the passenger's ticket if the first flight coupon for international travel has not been used and the passenger commences his journey at any stopover or agreed stopping place.

3.6.3 Each flight coupon, or in the case of an electronic ticket, will be accepted for carriage by Beijing Capital Airline in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons, or in the case of an electronic ticket, are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions for the relevant fare and the availability of space on the flight applied for.

Article 4 Fares and Fees

4.1 General

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and between airports and town centers.

4.2 Applicable Fare

The fare will be calculated in accordance with our tariff in effect on the date of issuing your ticket for travel on the specific date, itinerary and other information shown on the ticket.

4.3 Taxes and Charges

The passenger should pay the applicable taxes, fees and charges imposed by government or other authorities, or by the operator of an airport. At the time you purchase your ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the ticket.

4.4 Currency

Except where otherwise provided, passengers should pay fares and charges in the currency of the place of issuance of the ticket. When payment is made in a currency other than the currency of country of issue, such payment will be made at the BSR.

Article 5 Reservations

5.1 General

5.1.1 A reservation is not confirmed until it is recognized by Beijing Capital Airline or its Authorized Agent. Only when the passenger has paid for his ticket within the reservation and ticketing time limit prescribed in Beijing Capital Airline Regulations and the ticket is issued by Beijing Capital Airline or its Authorized Agent, and the reservation entered on the appropriate flight coupon, is a reservation considered valid and effective.

5.1.2 As provided in Beijing Capital Airline Regulations, certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations. For specific provisions regarding such ticket prices, please refer to the corresponding transportation provisions.

5.2 Ticketing Time Limit

If the passenger has not paid for his/her ticket within the prescribed ticketing time limit, the reservation may be cancelled by Beijing Capital Airline or its Authorized Agent.

5.3 Personal Data

The passenger shall provide the carrier or the sales agent with the necessary personal information and the effective contact information as stipulated by the state. When the carrier or its sales

agent sells tickets, the passenger's contact information and other necessary personal information shall be accurately entered into the CRS system.

The passenger accepts that personal data has been given to Beijing Capital Airline for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements. For these purposes the passenger authorizes Beijing Capital Airline to retain such data and to transmit it to government organizations, its own offices, other carriers or the providers of such services, in whatever country they may be located.

5.4 Seating

Beijing Capital Airline will do our best to meet your advance seating request, however we cannot guarantee that we can provide any specific seat to you. For operational, safety or security reasons, we reserve the right to assign or reassign seats at any time, even after boarding on the aircraft.

5.5 Reconfirmation of Reservation

Beijing Capital Airline does not require reconfirmation of reservations for continuing or return flights that have already been booked. However, if the ticket contains flights which connect to another carrier's flight, it may be subject to the operating carrier's requirement of reservation reconfirmation. In the event of failure to

comply with any such requirement, the carrier has the right to cancel the passenger's reservation and Beijing Capital Airline is not liable to the passenger for loss or expense resulting from this. Passengers should first inquire about reconfirmation of reservation requirements of the other relevant carriers, and if reconfirmation of reservations is required, the passenger should comply with the reconfirmation rule directly with the carrier whose code is shown on the ticket.

5.6 The carrier will cancel the connecting flight seat

Beijing Capital Airline has the right to cancel any connecting flight seat if a passenger doesn't use the reserved seat ahead and reconfirm the connecting flight seat after.

5.7 Reserve seat priority

5.7.1 Passengers who request confirmed seat with totally or partially unused ticket have no right to reserve seat with priority.

5.7.2 Passengers who request changing ticket with totally or partially confirmed ticket have no right to reserve seat with priority.

5.7.3 As to passengers who involuntarily change route, they can reserve seat with priority if condition permits.

Article 6 Check-in and Boarding

6.1 Check-in

6.1.1 Check-in deadlines differ according to airports and we suggest that you keep yourself informed about and meet these check-in deadlines. The passenger shall arrive at the airport within the prescribed time limit to complete travel document inspection, baggage checking and boarding pass issuance with valid personal identification and travel documents. We have the right to cancel your reservation if you fail to complete check-in before the specified check-in deadline.

6.1.2 The passenger who has made a reservation can check-in directly at the check-in counter, while those who haven't made a reservation shall be processed as a standby at check-in according to Beijing Capital Airline Regulations.

6.2 Boarding

The passenger shall arrive in sufficient time at Beijing Capital Airline given boarding gate after check-in and completing all government formalities. If the passenger fails to arrive in time or appears improperly documented or not ready to travel, Beijing Capital Airline may cancel the reserved space for the purpose of not delaying the flight's departure, and without the liability to the passenger for loss or expense due to the passenger's failure to

comply with the provisions of this Article.

Article 7 Carriage Refusals and Restrictions

7.1 Right to Refuse Carriage

Beijing Capital Airline may refuse carriage of any passenger or passenger's baggage for reasons of safety or in the exercise of its reasonable discretion due to following circumstances:

7.1.1 In order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or through.

7.1.2 Passengers who refuse to accept security check.

7.1.3 Luggage without safety inspection.

7.1.4 The passengers' behavior may endanger flight safety or public order, the passenger have committed misconduct during the transport by air ever before, and the carrier have reason to believe that such misconduct could occur again.

7.1.5 The passenger has failed to observe the instructions of Beijing Capital Airline or the government, or has not abided by the Beijing Capital Airline crew's arrangement and advice.

7.1.6 The passenger has not, according to the regulations, paid the applicable fares or taxes or Beijing Capital Airline does not accept his/her credit payment.

7.1.7 The passenger does not show his passport, visa or other valid travel documents. The passenger may seek to enter a country illegally through which he is in transit, or may destroy his

documentation during the flight, or will not surrender travel documents to be held by the flight crew, against receipt, when so requested by Beijing Capital Airline.

7.1.8 Passengers whose identity documents issued at the time of check-in are inconsistent with those issued at the time of ticket purchase.

7.1.9 The ticket has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent, or has been reported as being lost or stolen, or is a counterfeit ticket, or the person presenting the ticket cannot prove that he is the person named in the ticket.

7.2 Beijing Capital Airline has the right to determine the carriage of passenger and baggage when the actual load exceeds the maximum load of the aircraft. Beijing Capital Airline will inform such passengers before departure, and the ticket will be handled as involuntary refunding.

7.3 Limitations on Carriage

Passenger who travels with infant, unaccompanied minor, disabled person, pregnant woman, person with illness or other types of passenger who need special assistance can be accepted for carriage, please call our customer service hotline 95375 in advance.

7.4 Arrangements for Passengers refused to be carried

When travelling by Beijing Capital Airline, in the event of the carriage of a passenger or baggage being refused, if a passenger requests a written proof, unless otherwise regulated by the state, the carrier shall provide it in time. If the passenger requests to refund for personal reasons, it should be handled as voluntary refunding. If it is non personal reason, it should be handled as involuntary refunding.

7.5 Arrangements for passengers who missed the flight or take the wrong flight

The passenger is missed due to the carrier's reason; the carrier or its sales agent shall, on the involuntary principles, exchange or refund the ticket.

The passenger is missed due to the non-carrier's reason; the carrier or its sales agent shall, on the voluntary principles, exchange or refund the ticket.

Article 8 Baggage

8.1 Items Prohibited and Limited as Baggage

8.1.1 Items which are unacceptable as baggage

8.1.1.1 Items which do not constitute baggage as defined in Article 1 hereof.

8.1.1.2 Items which are likely to endanger the aircraft or persons or property on board the aircraft specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the Dangerous Goods Regulations of the International Air Transport Association (IATA), the Transport of Dangerous Goods Regulations, and the prohibited & restricted items for checked and cabin baggage for civil aviation passengers of Civil Aviation Administration of China (CAAC) and in Beijing Capital Airline Regulations. Especially those following prohibited articles: explosives, compressed gases, corrosive substances, oxides, radioactive or magnetized objects, flammable, poisonous, dangerous or irritating substances. For more information about the relative substances, please contact Beijing Capital Airline.

8.1.1.3 Guns ammunitions knives or other similar items or replicas of the above items. But firearms and ammunitions for hunting and sporting purposes can be accepted as checked baggage, subject to the requirements set forth in Article 8.1.3

8.1.1.4 Items whereby the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or as part of a stopover.

8.1.1.5 Items which are unsuitable for carriage by reason of their package, shape, weight, size or character.

8.1.1.6 Live animals, except as provided for in 8.11 of this Article.

8.1.2 Items which are not transported as checked baggage

The passenger shall not include in checked baggage fragile or perishable items, money, jewelry, antiques, precious metals, gold and silver products, negotiable papers, securities, bank cards, credit cards or other valuables, business, government or private documents, passports and other identification documents, samples, medicine or medical devices or equipment, keys, computers, video cameras, cameras, mobile phones or other valuable electronics. Beijing Capital Airline is not liable for losses or expenses caused by a passenger's negligence.

8.1.3 Items which are limited in transportation

The following items, which may be agreed to by Beijing Capital Airline and in accordance with Beijing Capital Airline Regulations, are permitted to be transported.

8.1.3.1 We recommend that precision instruments and electric

devices be carried as cargo. If they are carried as checked baggage, they must be properly packed, these items are not factored into the free baggage allowance, and baggage fee must be paid for such baggage separately based on the standards on excess baggage fee collection.

8.1.3.2 Guns for sporting purposes may be accepted as Checked Baggage with a gun carriage permit or proof of approval from the State General Administration of Sports. Application is required before airline agrees to transport. Guns must be unloaded with the safety catch on, and be suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations, as well as applicable national laws, regulations, or orders from countries of departure, arrival and those in passing.

8.1.3.3 The forbidden to carry goods, such as sharp instruments, blunt objects, etc., which are prohibited by the CAAC, can be carried as luggage.

8.1.3.4 Dry ice, liquid drinks, cosmetics containing alcohol.

8.1.3.5 Electric wheelchair that passenger uses during travel because the passenger becomes less mobile due to illness, health and age or due to leg bone fracture.

8.1.4 Items that shall have an exemption baggage tag attached

Due to the value , nature of contents or possible passenger

negligence which would lead to controversy when accepting baggage, Beijing Capital Airline shall attach an exemption baggage tag to exempt the corresponding responsibility of Beijing Capital Airline. Such baggage may include:

8.1.4.1 Fragile and easily damaged baggage

8.1.4.2 Improperly packed baggage

8.1.4.3 Small animals, fresh and alive objects, perishable goods or perishable goods carried in the baggage

8.1.4.4 The passenger was late in presenting the baggage for transportation

8.1.4.5 Damaged baggage

8.1.4.6 Checked Baggage whose weight and size is out of the limitation regulated by the carrier or oversized baggage

8.1.4.7 Unlocked baggage or baggage with a broken lock

8.1.4.8 Unchecked Baggage whose size exceeds the limitation of the baggage in the cabin

8.2 Right to Refuse Carriage

Beijing Capital Airline may refuse carriage of baggage of such items described in 8.1.1 of this Article and may refuse further carriage of any such items on discovery thereof during carriage.

8.3 Right of Check

For reasons of carriage safety and security, Beijing Capital Airline

can check passenger's baggage according to the regulation. For the purpose of determining whether passenger carried or carried secretly items in the baggage described in 8.1.1 and 8.1.3 above, Beijing Capital Airline may check, scan or X-ray check the passenger's baggage even if he or she does not present. If any damage occurs because of the X-ray check or scan, Beijing Capital Airline takes no responsibility unless the damage is the result of Beijing Capital Airline negligence. If the passenger is unwilling to comply with such a request, Beijing Capital Airline may refuse to carry the passenger or the baggage.

8.4 Checked Baggage

8.4.1 Upon delivery to Beijing Capital Airline of baggage to be checked, Beijing Capital Airline shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.

8.4.2 Passengers shall label the name, contact method or other personal identification mark on the inside or outside of the checked baggage.

8.4.3 Best efforts should be made by Beijing Capital Airline for checked baggage to be carried on the same flight with the passenger, however for the purpose of safety, or transportation security, in the event passenger's checked baggage cannot be carried along with the passenger, Beijing Capital Airline should explain to the passenger

and carry the checked baggage on the next flight when the space is available. If your checked baggage is carried on a subsequent flight we will deliver it to your hand, unless the law requires you to be present for customs clearance.

8.4.4 At present, the size, weight and pieces of free baggage allowance on the international routes of Capital Airlines is: 2 pieces for business cabin (the weight of each piece of luggage shall not exceed 32kg / 70lb, and the sum of three dimensions shall not exceed 158CM / 62in.), 1 piece for economy cabin (the weight of each piece of luggage shall not exceed 23kg / 51lb, and the sum of three dimensions shall not exceed 158CM / 62in.). Unless otherwise specified, the provisions of baggage allowance for international routes issued by the carrier shall prevail.

8.5 Unchecked (Carry-On) Baggage

8.5.1 Baggage which the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin.

8.5.2 Unless otherwise specified, unchecked baggage taken into the business cabin may not exceed 2 pieces, economy cabin may not exceed 1 piece and 5kg/piece and the total length of its three dimensions may not exceed 115cm. Baggage which exceeds the above regulations should be transported as checked baggage.

8.5.3 If the weight or size of the passenger's baggage goes against the regulations of 8.5.2, and is unsuitable to be transported in the cargo compartment, such as a delicate musical instrument, the passenger shall inform Beijing Capital Airline in advance if he or she wants to carry it as unchecked baggage. Only after receiving consent from Beijing Capital Airline the baggage may be carried into the cabin. Charges will be issued according to the seat space taken up in the cabin.

8.6 Free Baggage Allowance

8.6.1 For JD's international flight, the free baggage allowance is calculated by piece. The pieces of free baggage allowance will be handled according to the provisions of each route.

8.6.2 In the case of Passengers buying tickets at different service class for different segments, the free baggage allowance can be calculated according to the free baggage allowance regulated on different flight legs.

8.6.3 Where two or more passengers, travelling as one party to a common destination or point of stopover by the same flight, present themselves and their baggage for travelling at the same time and place, their free baggage allowance may be calculated together according to the standard ticket price level regulations of each.

8.6.4 In the event of a voluntary itinerary change, the free baggage

allowance should follow the regulation applied to free baggage allowance of the ticket price level after the itinerary change. If it is an involuntary itinerary change, the free baggage allowance follows the original regulations.

8.7 Excess Baggage

8.7.1 Excess baggage can be carried only after the passenger pays the excess baggage charge and Beijing Capital Airline issues an excess baggage check.

8.7.2 Each piece of baggage exceeding the free baggage allowance will be charged according to the relevant regulations.

8.8 Value Declaration and Charge

8.8.1 A passenger may declare a value for checked baggage if the value of the baggage is more than the limit specified in the Convention.

8.8.2 The value declared cannot be in excess of the real value of the checked baggage. The value of passengers' Baggage can be declared at the value of 2,500 USD or equivalent currency at most.

8.8.3 Beijing Capital Airline will charge the additional value declaration expenses at \$1 for every \$100 (charge \$1 if less than \$100). If the value declared by the passenger is over the regulated declaration value in 8.8.1.

8.8.4 Beijing Capital Airline does not apply value declaration to

unchecked baggage, seat baggage, diplomatic bags and other special items, for example musical instruments. For specific inquiries, please contact Beijing Capital Airline or its authorized agent.

8.8.5 Beijing Capital Airline does not apply value declaration to any small animal carried by a passenger.

8.8.6 If partial transportation of the baggage with value declaration is carried by other carriers that do not offer a value declaration service, Beijing Capital Airline has the right to refuse the offer value declaration service for Carried Baggage.

8.8.7 In the case of return of Baggage with value declared, a surcharge paid for the Baggage declared value will be refunded if the return of Baggage is made at the place of departure, but will not be refunded if the return of Baggage is made at a stopping place.

8.9 Delivery of Baggage

8.9.1 Passengers shall claim their baggage at the destination or stopover with their checked baggage identification tag as early as possible.

8.9.2 Beijing capital Airline delivers the baggage according to the baggage identification tag, whether the checked baggage's collector is the passenger himself/herself or not, for which Beijing Capital Airlines will not bear any responsibility of the loss and expense.

8.9.3 When claiming the baggage without showing the baggage

check and identification tag, a proof approved by Beijing Capital Airline should be presented, or agreement of the compensation of possible damage to Beijing Capital Airline according to regulation should be declared when necessary, then he or she can claim the baggage.

8.9.4 When passengers claim baggage and do not offer a written objection, it will create a rebuttable presumption that the baggage has been delivered according to the transportation contract.

8.10 Special regulations

8.10.1 Seat Baggage

8.10.1.1 If the baggage has to take up extra seat, the passenger should request space in advance when reserving the seat and the baggage can only be transported with the permission of Beijing Capital Airline.

8.10.1.2 The passenger takes responsibility for the seat baggage he or she carries. The weight of seat baggage may not be in excess of 75kg and the baggage should be properly packed. To guarantee the safety of the flight, the seats of the passengers and their seat baggage shall be designated by Beijing Capital Airline and for the entire trip the baggage should be secured by safety belt. When necessary, the baggage should be fastened by a cross arm brace.

8.10.1.3 Seat baggage is not included in free baggage allowance and

the fare is charged according to the available Reservations Booking Designator' ticket fare.

8.10.1.4 If the transportation is managed by interline carriers, the agreement of the corresponding successive carriers should be obtained.

8.10.2 Fragile or valuable baggage will be dealt with in addition to the regulations in these conditions; if the baggage requires extra seat, management should follow 8.10.1.

8.10.3 Diplomatic bags

8.10.3.1 According to the request of diplomatic couriers, Beijing Capital Airline can treat this as checked baggage and the carrier bears only the normal checked baggage responsibility.

8.10.3.2 If diplomatic bags require seats, 8.10.1 is applied.

8.11 Animals

8.11.1 Small Animals

8.11.1.1 The term "small animals" means dogs, cats, and other domestic household pets. Wild animals and other animals with strange shapes or those that are liable to injure people (e.g., snakes) are not included in the category of small animals.

8.11.1.2 If a passenger checks through small animals, the animals should be properly put in a suitable container and accompanied by valid health and vaccination certificates, entry permits, and other

documents required by countries of entry or transit, failing which they will not be accepted for carriage.

8.11.1.3 If accepted as checked baggage, the animal, together with its container and food, shall not be included in the free baggage allowance, but shall constitute excess baggage, for which passengers are obligated to pay the applicable charges.

8.11.1.4 Beijing Capital Airline has the right to decide the method of transportation for small animals. Beijing Capital Airline also has the right to limit the amount of pets in one flight. Small animals should be carried in the cargo compartment.

8.11.1.5 The passenger whose small animal has caused other passengers or crew members damages or injuries will take full responsibility.

8.11.1.6 The transportation of small animals shall also comply with additional conditions in Beijing Capital Airline Regulations. For specific information, please contact Beijing Capital Airline or its authorized agent.

8.11.2 Assistance dogs, guide dogs and hearing dogs

8.11.2.1 Assistance dogs, guide dogs and hearing dogs may be taken into the cabin as required by applicable law, but they have to be secured adequately and may not occupy a seat.

8.11.2.2 Passengers bringing assistance dogs must have any

applicable government health and safety permits.

8.11.2.3 When assistance dogs, guide dogs and hearing dogs are carried in the cargo compartment, they must be in suitable containers.

8.11.2.4 Assistance dogs, guide dogs and hearing dogs and their containers and food may be transported free of charge and shall not be counted in free baggage allowance.

8.11.3 Passengers are completely liable for the injury or death of the animals above, except the case that Beijing Capital Airline is clearly responsible for the injury or death either intentionally or by accident or except as the Convention may require. On some long-distance flights without stopovers or some special types of aircraft, it is not suitable to carry guide dogs or hearing dogs and Beijing Capital Airline has the right to refuse the carriage of the animals subject to applicable law. Beijing Capital Airline bears no responsibility for the injury, loss, delay, disease or death of the animals after border entry or when the animals are refused border entry except as the Convention may require.

Article 9 Schedule, Delays, Cancellation of Flights

9.1 The timetable

9.1.1 Beijing Capital Airline makes every effort to abide by the published timetable transporting passengers and their luggage within a reasonable period of time. Flight time and plane model shown in schedule or other places are not guaranteed, but just predetermined time and models and do not form part of the contract of carriage.

9.1.2 Beijing Capital Airline will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representations made by employees, agents or representatives of Beijing Capital Airline , unless the errors or omissions are caused by Beijing Capital Airline intentionally or a knowingly reckless act or omission.

9.1.3 Beijing Capital Airline may change flight schedules after selling tickets. Beijing Capital Airline attempts to contact passengers about schedule change information, if passengers provide valid contact information. If Beijing Capital Airline makes a major change of flight timetable that passengers cannot accept and Beijing Capital Airline cannot arrange acceptable alternative flight accommodations for customers after selling the tickets, passenger can request a refund in accordance with the provisions of article

11.5.

9.2 The cancellation and changes of flights

As one of the following conditions, Beijing Capital Airline may cancel, terminate, modify, extend or delay the flights without prior notification.

9.2.1 To abide by the laws, regulations and orders of the state.

9.2.2 To guarantee the safety of flight

9.2.3 A reason carrier cannot control or predict

9.3 Arrangements for Irregular flights

If Beijing Capital Airline cancels or delays its flight or fails to provide an already reserved seat to the passenger (including desired cabin) ; Or causes passengers fail to arrive at the point of stopover or destination, or causes passengers holding reserved seats flight to miss connections, it will consider the reasonable needs of travelers to take the following measures for passengers to select:

9.3.1 Rebook the passenger on its first subsequent Beijing Capital Airline(JD) flights on which space is available 9.3.2 Provide a refund according to the relative regulations about involuntary refund in article 11. 5.

9.3.3 Assist the passenger in certain services such as accommodations and ground transportation.

9.4 Limited liability

In addition to those measures above, Beijing Capital Airline takes no further responsibility to the passenger unless otherwise stated in the Convention.

Article 10 Itinerary & Ticket Changes

10.1 When a passenger requests to change the unused coupon, destination, seat class, flight or the date of the Ticket, it is defined as a voluntary itinerary change. When the Carrier cancels the flight for which space is reserved, cancels the landing at the destination or the stopovers of the passenger, does not fly reasonably according to the schedule, or cannot provide reserved space, and causes the passengers to change their itinerary, it is defined as an involuntary itinerary change.

10.2 The handling of voluntary itinerary changes will be carried out in accordance with the Capital Airlines' international ticket sales, exchange, refund regulations.

10.3 The handling of involuntary itinerary changes shall be carried out in accordance with the Capital Airlines' international irregular flights regulations.

Article 11 Refund

11.1 General

11.1.1 On failure by Beijing Capital Airline to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements and subject to applicable fare rules, a refund for an unused ticket or portion thereof shall be made by Beijing Capital Airline or its authorized agent in accordance with this Article and with Beijing Capital Airline Regulations.

11.1.2 The passenger should request a refund from the beginning of the validity period of ticket to 30 days (inclusive) after the expiration of the validity period. If the above refund period is exceeded, the ticket refund will not be handled . (Fares, taxes and fees are not refundable) 11.1.3 The carrier or its sales agent shall complete the refund procedures within 7 working days from the date of receiving the passenger's valid refunding application (excluding that day), the above time does not include the processing time of financial institutions.

11.2 Place for refund

A refund should be made at the place where the ticket was issued or another place agreed by Beijing Capital Airline.

11.3 Currency

All refunds will be subject to the regulations of the country in which the ticket was originally issued and of the country in which the refund is being made. Refunds will be made in the currency in which the ticket was paid for, or in the currency of the country where the ticket was issued or where the refund is being made.

Refund will be made only in the original way of payment. We will calculate the amount of refund based on the amount you originally paid and the currency used. The amount of refund to be credited to passengers' original bank account of payment could vary from the amount originally debited by the card company for the ticket due to the differences in currency exchange rates. Such differences do not entitle you to make any claims against us.

11.4 Person to whom refund will be made, documents needed and discharge

11.4.1 Beijing Capital Airline shall be entitled to make a refund to the person named in the ticket.

11.4.2 If a ticket has been paid for by a person other than the passenger named in the ticket, the person applying for the refund must provide a copy of an identification document of the person named on the ticket as well as a letter of authorization from that person while providing an original copy of his/her own identification document.

11.4.3 The carrier shall refund the fare to the person who holds all unused tickets, and meets the provisions of paragraph (1) of this article, and shall be deemed to be a proper refund and the carrier shall be discharged liability immediately.

11.4.4 The passenger who buys an electronic ticket should show his or her valid identity card.

11.5 Involuntary Refunds

Because of involuntary routing, refunds will be made according to the Capital Airlines' international irregular flights regulations.

11.6 Voluntary Refunds

If the passenger wishes to refund voluntarily, the amount of the refund shall be calculated by the Capital Airlines' international ticket sales, exchange, refund regulations.

11.7 Right to Refuse Refunds

11.7.1 Beijing Capital Airline may refuse refunds when a ticket is not permitted to be refunded according to applicable fares or Beijing Capital Airline Regulations.

11.7.2 In the case of the Tickets indicated as non-refundable or no balance refundable, a refund on taxes (excluding fuel) can be solely made with no charges for refund service.

11.7.3 Beijing Capital Airline may refuse a refund on a ticket which has been presented to Beijing Capital Airline or to government

officials of a country as evidence of intention to depart therefrom, unless the passenger establishes to Beijing Capital Airline satisfaction that he/she has permission to remain in the country or that he/she will depart therefore by another carrier or another means of transport.

Article 12 Conduct aboard Aircraft

12.1 general provisions

If passengers' behavior conducts aboard the aircraft have endangered the aircraft or any person or property on board, or obstructed the crew in the performance of their duties, or failed to comply with any instruction of the crew, or behaved in a manner to which other passengers may reasonably object except as required by law, Beijing Capital Airline may take all measures that it deems necessary to prevent continuation of such conduct, including restraint of the passenger.

12.2 Electronic equipment

Passengers are prohibited from operating portable radios, mobile phones (including mobile phones in airplane mode), interphones, or transmitting devices including radio controlled toys and radio transmitters which Beijing Capital Airline considers will interfere with security of flight on board. Without Beijing Capital Airline permission, passengers cannot use any electronic devices except hearing aids and heart pacemakers.

12.3 Non Smoking On board

All flights of Beijing Capital Airline are non-smoking, and smoking is prohibited in all areas of the aircraft.

12.4 Safety belt

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

Article 13 Common service

13.1 Beijing Capital Airline is not liable for the ground transportation service in the airport area or between airport and city downtown area or between the airport and another in the same city. Beijing Capital Airline is not liable for the acts or negligence of providers who conduct ground transportation service.

13.2 Passengers' accommodation fees at a connecting point are the responsibility of the passenger.

In a connecting flight, if the passenger is unable to complete the whole journey due to the change of itinerary, the carrier shall assist the passenger to reach the final destination or stopover.

In a connecting flight, if the passenger changes the ticket involuntarily, it shall be handled in accordance with the involuntary change provisions; In case of involuntary refund, it shall be handled in accordance with the involuntary refund provisions.

13.3 During journey Beijing Capital Airline provides passengers drinks and meals according to the ticket regulation. Beijing Capital Airline can charge passengers accordingly, if they demand other services in excess of the prescribed.

Article 14 Additional Service Arrangements

14.1 If in the course of concluding the contract of carriage by air, Beijing Capital Airline agrees to make arrangements for the provision of additional services, Beijing Capital Airline is not liable to the passenger for any damage, loss or expense whatsoever arising from or in connection with such arrangements, except as required by law. If Beijing Capital Airline arranges non-air-carriage services provided by a third party for the passenger, or provides the passenger with a coupon or receipt certificate for non-air-carriage services provided by a third party including ground carriage, hotel reservations or vehicle rental, when arranging the aforementioned services, Beijing Capital Airline is merely acting as an agent for the passenger, and does not assume responsibility for whether the passenger receives these services or not, and does not guarantee their quality. The provisions and regulations of the third party service provider are applicable to these services.

14.2 If Beijing Capital Airline also provides ground carriage for the passenger, these conditions are not applicable to the ground carriage service.

Article 15 Administrative Formalities

15.1 General

15.1.1 The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through and with Beijing Capital Airline Regulations and instructions.

15.1.2 Beijing Capital Airline shall not be liable for any aid or information given by any agent or employee of Beijing Capital Airline to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and travel requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

15.2 Travel Documents

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

15.2.2 Beijing Capital Airline reserves the right to refuse carriage of any passenger who has not complied with applicable laws,

regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit Beijing Capital Airline to take and retain copies thereof.

15.3 Refusal of Entry

15.3.1 The passenger agrees to pay the applicable fare whenever Beijing Capital Airline, on government order, is required to return a passenger to his point of origin or elsewhere owing to the passenger's inadmissibility into a country, whether of transit or of destination.

15.3.2 The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Beijing Capital Airline.

15.4 Fines, Detention Costs, etc.

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

15.5 Customs Inspection

15.5.1 If required, the passenger should be present at the inspection of his/her baggage, checked or unchecked, by customs or other

government officials.

15.5.2 Beijing Capital Airline is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with the above-mentioned requirement.

15.6 Security Inspection

The passenger shall submit to any security checks by government or airport officials or by Beijing Capital Airline.

15.7 Laws and Regulations

Beijing Capital Airline is not liable if it determines that what it understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.

Article 16 Liabilities and Limitations

16.1 Subject to any limit under the Montreal convention and the limit provided below Beijing Capital Airline will be liable for damages to the passenger occurring on the aircraft or while boarding or descending the aircraft.

16.2 Beijing Capital Airline will be liable for any destruction, loss or damage to checked baggage occurring during carriage in flight or within a period controlled by Beijing Capital Airline. However, Beijing Capital Airline will not liable for damage to baggage (including checked baggage and unchecked baggage) if it is caused by the defect, quality or flaw of the baggage.

16.3 Beijing Capital Airline will be liable for the damage to the passenger and baggage caused by Beijing Capital Airline delay in the transportation. However, Beijing Capital Airline will not be liable for these damages if Beijing Capital Airline proves that it or its employee or agent has taken all reasonable measures to avoid the damage or that it was impossible for him/her to take such a measure.

16.4 When a ticket is used for carriage by Beijing Capital Airline and another carrier or is an interline ticket, those carriages should be viewed as separate. Beijing Capital Airline is liable only for damage occurring on its own carriage flights. Beijing Capital Airline issuing

a ticket or checking baggage over the lines of another carrier does so only as an agent for that other carrier. For checked baggage, the passenger may seek compensation from the carrier that is listed on the ticket or baggage check.

16.5 If it is confirmed that the damages mentioned in this article are caused or facilitated by the faults of the claimant or the one from whom the claimant obtains rights, Beijing Capital Airline will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the losses. If it is confirmed by Beijing Capital Airline that a person other than the passenger requires compensation for the passenger's injury or death and such injury or death is caused or facilitated by the passenger's own fault, Beijing Capital Airline will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the injury or death.

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

16.6 The carrier is not liable for any damage caused to passengers arising from our compliance with applicable laws or government rules and regulations, or from your failure to comply with the same. Beijing Capital Airline liability for compensation is limited to compensatory damages according to these conditions. Beijing

Capital Airline will not undertake any punitive, exemplary or any other non-compensatory damages under any circumstances.

JD's Contract of Carriage, including these Conditions of Carriage and exclusions or terms on limited liability specified therein, also applies to our authorized agents and our employees who act on our behalf. In no circumstance shall the aggregate amount of compensation made by JD or our authorized agents and our employees who act on our behalf be higher than the amount of our own liability, if any.

16.7 For international carriage defined in the applicable international Conventions, our liability for any damage to passengers and baggage carried is subject to such international Conventions. For international carriage other than those defined in the applicable international Conventions, our liability for any damage to passengers and baggage carried is subject to the provisions of the Montreal Convention.

Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable law unless expressly so stated.

16.8 Compensation liability limitations for physical harm

Under the situations listed below, Beijing Capital Airline does not assume responsibility for any part of damage compensation

exceeding the then-applicable limit of Montreal Convention created for each passenger according to 16.1.

16.8.1 Injury or death caused to passengers that is not caused by the mistake or other misconduct or inaction by Beijing Capital Airline, its employees or agents.

16.8.2 Injury or death to a passenger that is caused by the mistake or other misconduct or inaction by a third party.

16.9 Delay of baggage and compensation liability limitations

For damage caused by the destruction, loss, damage or delay of baggage during baggage carriage, the compensation owed by Beijing Capital Airline to each passenger will be limited to the then-applicable limit under the Montreal convention.

If the passenger's checked baggage arrives late, the carrier shall promptly notify the passenger to receive it. Unless otherwise stipulated by the state, if the arrival of the checked baggage is delayed due to non-passenger reasons and the passenger requests direct delivery, the carrier shall deliver the checked baggage directly to the passenger free of charge or negotiate a solution with the passenger.

In case of delay, loss or damage of checked baggage in the process of baggage transportation, the carrier or its ground service agent shall provide the certificate of baggage transportation accident as

required by the passenger.

16.10 If passenger's checked baggage is damaged, the carrier will make compensation based on its reduced value or the cost of its repair.

The carrier is not liable for any damage caused by passenger's baggage contents. The passenger shall be liable for any damage caused by your baggage or its contents to other people and property, including our property.

The carrier shall have no liability whatsoever for damage to the items prohibited from carriage as baggage or in checked baggage under these Conditions of Carriage. If passenger include in your checked baggage the items specified in these Conditions of Carriage which you are recommended NOT to include in your checked baggage, we are not responsible for the loss of or damage to them.

For passengers that accept checked baggage and do not raise any objection initial at the place of acceptance, this will be regarded as initial evidence of Beijing Capital Airline having already completed its obligation of transporting the baggage and handing it over to the passenger in its complete state.

If the passenger discovers that the checked baggage has been destroyed or damaged, he/she should raise an objection to Beijing Capital Airline in writing within seven days of the day he/she

collected the checked baggage. If the passenger discovers a delay with the baggage, he/she should raise an objection to Beijing Capital Airline in writing within 21 days of the collection of the baggage.

Article 17 Other Provisions

17.1 Complaint acceptance

Beijing Capital Airlines' service complaint acceptance email:

sdhktsjdx@hnair.com

Complaint acceptance hot-line: +86 10 95375

Customer service hotline: +86 10 95375

Link to the official website of general conditions of international transportation:

https://www.jdair.net/b2c/frontend/information/forwarding_clause_international.jsp

17.2 There are two versions of these Conditions, a Chinese version and an English version, and both language versions are equally authentic. In the event of any language dispute, the Chinese version will be taken as final.

17.3 These conditions will officially come into effect and be implemented on Jul.15th 2022. For contracts of carriage settled after this date (including), these conditions shall be used.

17.4 After these conditions come into effect, Beijing Capital Airline has the right to amend the text of these conditions. However, for reserved contracts of carriage made before the date of the new “Beijing Capital Airline General Conditions of International Carriage for Passengers and Baggage” coming into effect, these

conditions will still be used.

Beijing Capital Airline has the right to interpret these conditions.