



This procedure will be carried out by the airline personnel and with the prior authorization of the same, in order to make the corresponding compensation or compensation, for specific cases, depending on your delay time or, if applicable, your flight cancellation. Passengers will have a response to their request for payment of compensation within ten calendar days after the claim. In the event of a delay in the departure hour indicated in the ticket for reasons attributable to the concessionaire or license holder, the passenger will be indemnified and/or compensated by the service provider according to the following criteria:

When the delay is of more than one hour and less than four hours, it will be compensated pursuant to the compensation policies of each concessionaire or license holder. Compensation policies must include at least discounts for flights on a later date to the contracted destination and/or meals and beverages as established by the concessionaires and license holders, and pursuant to the competitiveness principle. If the delay is more than two hours but less than four, the discounts included in **the compensation policies may not be less than 7.5% of the ticket price.**

The concessionaire or license holder must present and register every six months at the Ministry and the Prosecutor's Office the compensation policies, which shall be public.

If the delay is more than four hours, the passenger will be compensated pursuant to this article and further be granted access to the options and, as the case may be to the indemnification established by this Law for flight cancellation, which responsibility is attributable to the concessionaire or license holder.

In all the cases, the service provider must give waiting passengers access to phone calls and transmittal of e-mails.

If a flight is canceled which responsibility is attributable to the concessionaire or license holder, the same must, by election of the passenger, either: Refund the price of the ticket or the proportion corresponding to the part of the travel not carried out. Offer him/her by all means available to it a substitute transportation on the first available flight and provide at least free of charge access to phone calls and e-mail delivery, meals according to the waiting time until boarding on another flight, lodging in a hotel at the airport or in the city when the passenger is obliged to stay overnight and, in such a case, land transportation from and to the airport. Transport the passenger at a later date suitable to the same to the destination of the flight that was canceled.

In the above cases of items a) and c), the concessionaire or license holder must pay the affected passenger in addition an indemnification which shall not be less than twenty-five percent of the ticket price or of the part of the trip not carried out. If due to a force majeure event the aircraft must land at a place different to the destination, the concessionaire or license holder must transport the passenger by the fastest available transportation means to the destination.

The foregoing in accordance with Article 47 BIS of the Law of Civil Aviation in force.

If the delay is greater than one to four hours, a coupon for food and beverages will be delivered to the affected passengers, to be used in the airport restaurants indicated by the airline personnel, according to the percentages stipulated in the numeral previous. Passengers will be accommodated as long as there is a cancellation of the flight and this includes transportation, airport / hotel / airport, the hotel will be provided in the form of **5 stars, all-inclusive resorts** and also entitled to a 3 minute telephone call. The airline personnel will indicate the customer to the place, depending on where the agreement and availability are available.

In the event of a delay in the departure hour indicated in the ticket for reasons attributable to the concessionaire or license holder, the passenger will be indemnified and/or compensated by the service provider according to the following criteria:

a) When the delay is of more than one hour and less than four hours, it will be compensated pursuant to the compensation policies of each concessionaire or license holder. Compensation policies must include at least discounts for flights on a later date to the contracted destination and/or meals and beverages as established by the concessionaires and license holders, and pursuant to the competitiveness principle. If the delay is more than two hours but less than four, the discounts included in the compensation policies may not be less than 7.5% of the ticket price. The concessionaire or license holder must present and register every six months the Ministry and the Prosecutor's Office the compensation policies, which shall be public.

b) If the delay is more than four hours, the passenger will be compensated pursuant to this article and further be granted access to the options and, as the case may be to the indemnification established by this Law for flight cancellation, which responsibility is attributable to the concessionaire or license holder.

In all the cases, the service provider must give waiting passengers access to phone calls and transmittal of e-mails. In all the cases, the service provider must give waiting passengers access to phone calls and transmittal of e-mails.

If a flight is canceled which responsibility is attributable to the concessionaire or license holder, the same must, by election of the passenger, either:

a) refund the price of the ticket or the proportion corresponding to the part of the travel not carried out.

b) Offer him/her by all means available to it a substitute transportation on the first available flight and provide at least free of charge access to phone calls and e-mail delivery, meals according to the waiting time until boarding on another flight, lodging in a hotel at the airport or in the city when the passenger is obliged to stay overnight and, in such a case, land transportation from and to the airport.

c) Transport the passenger at a later date suitable to the same to the destination of the flight that was canceled. In the above cases of items a) and c), the concessionaire or license holder must pay the affected passenger in addition an indemnification which shall not be less than twenty-five percent of the ticket price or of the part of the trip not carried out. When tickets have been issued that exceed the available capacity of the aircraft leading to the denial of boarding, the concessionaire or license holder, by choice of the passenger, must:

d) Refund the price of the ticket or the proportion corresponding to the part of the travel not carried out.

e) Offer him/her by all means available to it a substitute transportation on the first available flight and provide at least free of charge access to phone calls and e-mail delivery, meals according to the waiting time until boarding on another flight, lodging in a hotel at the airport or in the city when the passenger is obliged to stay overnight and, in such a case, land transportation from and to the airport.

f) Transport the passenger at a later date suitable to the same to the destination of the flight that was canceled. In the above cases of items a) and c), the concessionaire or license holder must pay the affected passenger in addition an indemnification which shall not be less than twenty-five percent of the ticket price or of the part of the trip not carried out. In case boarding is denied due to the issuance of tickets exceeding the available capacity of the aircraft, the concessionaire or license holder must ask for volunteers to renounce to board in exchange of benefits to be directly agreed with the passenger, which may not be less than the options established in the prior Article. Boarding priority in replacement of the volunteers the present article refers to will be given to persons with any disability, elderly persons, unaccompanied minors, pregnant women. If due to a force majeure event the aircraft must land at a place different to the destination, the concessionaire or license holder must transport the passenger by the fastest available transportation means to the destination.



1. Passengers with any disability have the right to be transported by the Concessionaires or License Holders. The Concessionaires or License Holders must establish mechanisms to guarantee the transportation of disabled pursuant to the operational safety measures. Disabled passengers who require to transport instruments inherent to their condition may do so according to the set forth by Article 47 Bis 1 of the present Law. No additional conditions or charges may be applied to allow boarding of disabled.
2. A passenger of age may, without paying any rate, carry a less than two years old infant of his/her care without right to a seat and to free baggage transportation. Therefore, the Concessionaire or License Holder will be obliged to issue free of charge a ticket and corresponding boarding pass for the infant. Only in such a case, the passenger may transport without any additional charge a buggy for the infant.
3. The passenger has the right to be treated respectfully and to be provided with a high level of information allowing him/her to know his/her options and to take alternatives in case of requiring them. Therefore, concessionaires and license holders are obliged to inform in a fast and expedite manner the passenger in case of changes in the flight schedule or any other circumstance that may affect the hired service. They shall do so through phone calls, e-mails, text messages or any other electronic means at least twenty-four hours prior to the scheduled departure.
4. Likewise, if the changes arise within the twenty-four hours prior to the scheduled departure, the concessionaire or license holder must inform the passenger as soon as it is sure that said changes cannot be avoided, without this exempting the concessionaire or license holder from its liability to the passenger.
5. In the event that the passenger has purchased round trip or connection flight tickets, he/she may dispose of them for each particular segment, i.e. the concessionaire or license holder may not deny him/her boarding a flight for not having used any of the segments of the total journey. To guarantee the compliance of the above, the passenger must inform the concessionaire or license holder within twenty-four hours as of the scheduled hour of the non-used segment, that he/she will use the subsequent segments through the means the concessionaire or license holder has available.
6. If due to a force majeure event the aircraft must land at a place different to the destination, the concessionaire or license holder must transport the passenger by the fastest available transportation means to the destination.
7. The passenger may request the refund of his/her ticket in case he/she decides not to travel, provided this is notified to the concessionaire or license holder within twenty four hours as of the hour the ticket is purchased. Once such term elapsed, the concessionaire or license holder will determine the cancellation conditions.
8. For national and international flights, the passenger may transport as a minimum without any charge twenty-five kg of baggage on aircrafts of a capacity for twenty passengers or more, and fifteen kg when the aircraft is of a lesser capacity, provided he/she observe the indications of the concessionaire or license holder regarding the number of baggage pieces and volume restrictions. Excess baggage must be transported in accordance with the available capacity of the aircraft and the concessionaire or license holder will be entitled in such a case to charge the passenger an additional fee. Further, the passenger may carry in the cabin up to two pieces of hand luggage. The dimensions of each one shall be up to 55 cm long by 40 cm wide and 25 cm high, and the weight of both shall not exceed ten kg, provided they do not reduce the safety and comfort of the passengers due to their nature and dimensions. The concessionaire or license holder may request from the passenger a fee for excess weight and dimensions of the hand baggage, but may not apply a charge for weights and dimensions below those established in this paragraph. For international air transportation services, the transportation of equipment shall be subject to the established in the Treaties.
9. The passenger has the right to know the terms of the contract and his rights. The concessionaires and license holders must inform the passenger at the moment he/she purchases the ticket about the terms and conditions of the hired service, the compensation policies and the rights of the passengers.
10. Passengers with any disability will have the right to transport wheelchairs, walkers, prosthesis, crutches, walking sticks or any other instrument, provided the person who travels uses it personally and the same is directly related to his/her disability. On international flights said limits shall be those fixed in accordance with the Treaties.
11. Transportation of pets in aircrafts of public air transportation services for passengers shall be effected by the concessionaire or license holder by observing any time a humanitarian treatment. Humanitarian treatment means the set of measures trying to reduce the stress, suffering, pain and traumas during the mobilization of the animals.
12. Indemnification for the destruction or damage of hand baggage shall be up to eighty Measuring and Updating Units. For the loss or damage of checked baggage the indemnification shall be equivalent to the sum of one hundred and fifty Measuring and Updating Units.