

# Duties and rights

## Article 4: Check-in period

The person who has made a reservation or previously purchased an airline ticket, must go to the passenger check-in counter of the carrier or air operator in charge of the flight, in order to check his/her ticket, prior to the departure time established in the contract of carriage, at least three (03) hours in advance for domestic flights, four (04) hours in advance for international flights.

## 2. Common situations that arise in air transportation

### Article 18: Denied boarding

Denied boarding may be unjustified or justified.

a) Denied boarding shall be unjustified in the following cases:

1. overbooking of tickets: in cases of overbooking and ticket sales for a certain flight, the air carrier or operator shall be liable for the damages caused as if it were a flight cancellation. However, the carrier or air operator in charge of the flight must first request volunteers to surrender their reservations or airline tickets, in exchange for which the carrier or air operator must compensate and assist them. Immediately, in accordance with the provisions of Article 19 of the General Conditions of Carriage by Air (CGTA).

a) If the carrier or air operator changes the equipment for one of lesser capacity and this leads to denied boarding, the carrier or air operator shall compensate and assist the passenger in accordance with Article 19 of the CGTA.

b) Denied boarding shall be justified, when:

1. Operational Safety or Aviation Security is affected.
  2. The passenger is seen in a state of disturbance or insubordination.
  3. The passenger is in a state of drunkenness or under the influence of prohibited substances.
  4. The passenger is in a state of evident deterioration of health conditions.
  5. The passenger does not have the valid documentation required for the trip.
  6. The passenger does not present himself/herself on time at the check-in counters of the carrier or airline operator of the flight or does not attend the calls to board the corresponding flight.
  7. The passenger allegedly by act or omission violates national legislation.
- In such cases, except for numeral 7, the passenger may reschedule his trip once the act that caused the denial has ceased, at the availability of the carrier or air operator and covered the penalties and price differences that correspond on the part of said passenger, as established in the contract of carriage.

### Article 19: Flight cancellation

In case of flight cancellation.

a) The operating air carrier or operator shall offer re-routing or reimbursement to the affected passengers, in accordance with Article 22 of these CGTA.

b) The operating air carrier or operator shall offer assistance to the affected passengers, in accordance with Article 23 of these CGTA, on a waiting time basis.

c) The affected passengers shall be entitled to compensation from the operating air carrier or aircraft operator in accordance with Article 21 of these General Conditions of Carriage for Air Transport.

d) If the passenger affected by the cancellation has an all-inclusive package, a combined trip or additional arrangements to the air transportation at destination, whether or not organized by the carrier or air operator, the carrier or air operator shall compensate and make the necessary arrangements for rescheduling, payment of penalties and price differences, on behalf of the passenger.

e) The air carrier or operator is exempted from the above mentioned duties of assistance and compensation, when it notifies and confirms the cancellation of the flight to the passenger, fifteen (15) working days prior to the day of departure foreseen in the contract of carriage.

h) The air carrier or operator is exempted from the assistance and compensation referred to in this Article, when the cancellation of the flight is due to acts of God or force majeure.

j) If, after the trip has started, it is interrupted due to acts of God or force majeure, the air carrier or operator shall transport the passenger and his baggage, using the most expedient, efficient and safe means possible, until the passenger reaches his final destination, unless the passenger chooses to be reimbursed for the proportion or fraction of the journey not made of the distance not traveled. If the passenger does not accept any of the alternatives proposed by the air carrier or operator, the latter is not obliged to assist and compensate the passenger according to the provisions of paragraphs "c" and "d".

## 3. Rights of the user

### Article 21: Right to compensation

The passenger's right to compensation.

a) Shall be twenty-five percent (25%) of the value of the air ticket, corresponding to its totality if it corresponds to the first part of the route or the part or parts of the trip not made.

b) It shall be paid in the currency in which the air ticket was purchased, either in cash, by bank transfer or check, prior agreement with the passenger at the time of flight cancellation.

c) When the air carrier or operator cannot comply with the immediate compensation established in the previous paragraph, it must give the affected passenger a written payment commitment, which must be made effective, no later than three (3) days after subscription.

e) The passenger has the right to be informed of the corresponding procedures until the compensation becomes effective.

f) The right to compensation contained in this Article does not cease and is independent of the alternative transport arrangements of Article 22 of the CGTA.

### Article 22: Right to reimbursement for re-routing

The right to reimbursement and re-routing referred to in the CGTA.

a) Implies that the air carrier or operator shall offer passengers the following options:

1. The reimbursement of the total value paid for the air ticket purchased, within a period not exceeding seven (07) working days through a commercial office of the carrier or operator. The reimbursement shall be made in cash, bank transfer or check, in the type of currency in which the air ticket was purchased, with prior agreement with the passenger, corresponding to the part or parts of the trip not made.
2. At the time the passenger requests the refund, the carrier or air operator shall give him a written payment commitment, with express indication of the amount, the date according to the period indicated in paragraph "1" in this section and the conditions of payment or service. The passenger shall have the right to be informed of the administrative procedures up to the moment the reimbursement is made effective.
3. Where appropriate, the air carrier or operator will offer a return to the original starting point on the next flight that is convenient to the passenger. In this case, if a flight is not available with the same carrier or air operator, the passenger must make the necessary arrangements for boarding with another carrier or air operator. In these cases, the passenger will not pay any excess if the new quota corresponds to a higher fare.
4. In case of non-compliance with this Article, the passenger may resort to the courts to demand compliance with the obligation, without prejudice to the penalties established in the Civil Aeronautics Law.

b) The right to an alternative transportation (land or water) referred to in these CGTA, implies that the air carrier or the operator shall offer passengers a ride to the following destination, so that they may continue the trip, or to the final destination, under the conditions of quality, safety and efficiency that the passenger agrees and accepts.

c) The provisions of paragraph "1" of item "a" of this Article shall also apply to passengers whose flights are part of a package tour, and all-inclusive packages organized directly by the air carrier or operator. Reimbursement for other services or packages arranged with intermediary agents shall be made separately and are not subject to these CGTAs.

d) For cities or regions with several airports, the carrier or air operator in charge of the flight, which offers the passenger a flight to another airport other than the one for which the reservation was made or the ticket was purchased, either by accident or force majeure, shall be obliged to transport the passenger and luggage at its own expense or management, to the first airport, or to another nearby place agreed with the passengers, using a means of transport of quality, safety, fast and efficient.

e) In the event that such transfer in alternative transportation foreseen in item "b", or the deviation foreseen in item "d", arises for causes attributable to the air carrier or operator, and generates a delay that affects the services of an all-inclusive package, a combined trip or additional arrangements to air transportation at destination, organized by the air carrier or operator or not, the latter shall compensate according to item "a" numeral "2" of Article 20 of these General Conditions of Air Transportation.

### Article 23: Right to assistance

The right of assistance referred to in these General Conditions of Carriage by Air.

a) Refers to the offer made by the air carrier or aircraft operator to passengers, free of charge, of:

1. Non-alcoholic beverages, snacks and full meals, according to the time required to wait (breakfast, lunch and dinner, as appropriate).
- I) Such assistance shall be provided without delay and in conditions of quality, nutritional value, hygiene and order at the place assigned for the departure of the flight.
- II) In case of using the method of meal vouchers usable in commercial establishments at the airport, they must have a value according to the food to be purchased and contain in print the conditions of such acquisition.
- III) Passengers with dietary needs should notify the carrier or aircraft operator and the carrier or aircraft operator shall ensure that assistance is provided in accordance with such needs.
2. When the flight is cancelled due to causes attributable to the air carrier or operator, the latter shall offer accommodation in hotels that offer the conditions of quality, comfort, hygiene and personal safety, in cases where it is necessary to spend one or more nights until the departure of the flight in question. In case the passenger does not accept the assistance offered by the air carrier or operator, a written record must be made which exempts the air carrier or operator from any liability.
3. Safe and efficient ground transportation between the airport and the place of accommodation.
4. Two (02) telephone calls according to the affected destination (national or international), fax messages, e-mails and any other means of communication.

b) Regarding the assistance contained in numeral "1" of paragraph "a" of this Article, the following table is presented as the minimum conditions for the fulfillment of the obligation, in relation to the departure time established in the air transportation contract, which shall be applied for scheduled and non-scheduled flights as follows:

**Type of flight. Domestic or International flight**

*Time of delay: At 20 minutes*

*Non-alcoholic beverages in constant supply*

*Delay time: At 2 hours*

*Refreshments, includes non-alcoholic beverages*

**Additional conditions**

*A flight is considered cancelled when it exceeds the time established in the contract of carriage by six (06) continuous hours for domestic flights, and twelve (12) continuous hours for international flights, for the purposes of the assistance and compensation rights contained in these General Conditions of Air Transportation.*

*Lodging is included, whether or not for overnight stay. Non-alcoholic beverages shall be supplied constantly and during the entire flight delay period and must therefore always be available to passengers.*

*Note: This scheme will be repeated until such time as the affected flight is performed*

**Type of flight. International**

*Time of delay: At 4 hours*

*Complete meals, breakfast, lunch or dinner, depending on the time, consisting of a portion of protein, carbohydrate, vegetables and non-alcoholic beverages.*

*Delay time: At 6 hours*

*Snacks, including non-alcoholic beverages. Delay time: At 9 hours.*

*Complete meals, breakfast, lunch or dinner, of one serving of protein, carbohydrate, vegetables and non-alcoholic beverages.*

**Additional conditions**

*A flight is considered cancelled when it exceeds the time established in the contract of carriage by six (06) continuous hours for domestic flights, and twelve (12) continuous hours for international flights, for the purposes of the assistance and compensation rights contained in these General Conditions of Air Transportation.*

*Lodging is included, whether or not for overnight stay. Non-alcoholic beverages shall be supplied constantly and during the entire flight delay period, and must therefore always be available to passengers.*

*Note: This scheme will be repeated until such time as the affected flight is performed*

- c) In the provision of beverages, food, communications and accommodation stipulated in this Article, the air carrier or operator in charge of the flight shall provide special and priority assistance to persons with disabilities or special needs and medical conditions, pregnant women, senior citizens over sixty years, children and teenagers and their companions.

**Article 28: Persons with disabilities or special needs**

Air carriers or operators shall provide preferential attention to the transportation of persons with disabilities or special needs, unaccompanied minors, senior citizens, pregnant women, infants, persons with medical conditions and their companions, in accordance with the following:

- a) When the certificate of the condition of the disabled person indicates disabilities that imply insufficiencies and requires assistance and transit with trained animals, which must be certified by the authority with competence in the matter, these animals shall be transported in the cabin without additional charges.
- b) In cases of denied boarding, cancellation and delays of any duration, persons with disabilities or special needs and their companions, as well as unaccompanied minors, shall be entitled to receive assistance, in accordance with Article 23 of these CGTA, on a priority basis and according to their needs.
- c) The air carrier or operator in charge of the flight shall provide these passengers with the necessary assistance free of charge, for their transportation at the airport, from their check-in to their seat in the aircraft, and assign them a seat according to their disability or special needs.
- d) The air carrier or operator, for flight safety reasons, may not accept unaccompanied persons with disabilities or special needs that exceed the number of cabin crew assigned according to the type of aircraft, unless prior to boarding or on board, but before takeoff, such unaccompanied passengers are assigned a passenger who can assist them in case of an emergency or supervening situation. Such provision is given in virtue of the fact that in the event of an emergency on the ground, landing or accident, assistance in evacuation, rescue or first aid must be guaranteed to passengers, according to the degree of priority, to disabled persons, pregnant women, children under twelve (12) years of age and elderly persons.
- e) At no time shall the provisions of the preceding paragraph be understood as a limitation on the number of persons entitled to discounts or special fares on a given flight. The carrier or air operator shall be responsible for officially justifying in writing and in an official manner to the passenger concerned in order to corroborate before the competent bodies the refusal in question.
- f) Persons with disabilities or special needs, at the time of reservation or purchase of an air ticket, shall inform the air carrier or operator of their condition, so that it may take the necessary provisions to meet their requirements and applicable discounts in accordance with Article 8 of these General Conditions of Air Transportation.

**Article 29: Supplementary Compensation**

These General Conditions of Carriage by Air shall apply without prejudice to the rights of the passenger to obtain supplementary compensation on the basis of the rules of ordinary law.

**4. Baggage**

**Article 41: Valuables**

Every air carrier or operator must offer at the time of passenger check-in, the checked baggage service with express declaration of value in accordance with the following:

- a) Valuables, provided they are permitted articles of lawful use, may be transported under this service.
- b) The rate for this service shall be a maximum of fifteen percent (15%) of the declared special value, and the carrier or air operator may establish a lower percentage than this, in view of competition.
- c) At the passenger's option, the express declaration of value may be for one (01) or all the objects within the checked baggage. If the resulting value is accepted by the carrier or air operator, the latter shall be liable up to the limit of such value for the object or objects involved. Each declared object will be weighed and deducted from the corresponding indemnities.
- d) In case of delay in the delivery of baggage with express declaration of value, Articles 46 and 47 of these General Conditions of Carriage by Air shall apply.
- e) In cases of express declaration of value, the air carrier or operator may require additional conditions or security measures from the passenger for such carriage.
- f) In order to determine the value of the items in the baggage that the passenger presents to the air carrier or operator, for the service covered by this Article, the interested party must present the ORIGINAL and a simple COPY of the invoice of the goods or part of the goods, appraisal document or any other document that proves the price of what is intended to be declared as special value. The suitcase in which the passenger's goods are transported is excluded from the declaration of value.
- g) The air carrier or operator shall deliver the baggage with express declaration of value at the final destination, for which the passenger must review this baggage with a representative of the air carrier or operator in order to verify the goods according to the declaration made.
- h) The passenger, in view of the limited liability of air carriers or operators, with the exception of cases of fraud, may opt at his discretion for greater coverage through private travel insurance policies, or use specialized air cargo services.