

## **Notification to Passenger Charter of Rights for travel to/from India**

If during your travel within or to/from India, there is a flight cancellation or delay or denied boarding on a flight for which you hold a valid and confirmed reservation, you are entitled to certain rights in accordance with the Civil Aviation Requirements, Section 3 – Air Transport, Series ‘M’, Part IV, Issue 1, dated 6th August, 2010, revisions effective 1st August, 2016, passed by the Director General of Civil Aviation. For your ready reference, we give below a summary of these rights. Full text of this CAR is available on

<https://dgca.gov.in/digigov-portal/?dynamicPage=CivilAviationReqContent/6/211/viewDynamicRuleContLv12/html&maincivilAviationRequirements/6/0/viewDynamicRulesReq>

### **[I] Denied Boarding**

Many a time, passengers who hold a confirmed & valid booking, do not or are unable to report (i.e. ‘No Show’) for travel before the time limit specified by the airline. In such cases, an airline is allowed to levy appropriate ‘No Show’ penalty under Rule 135 of the Aircraft Rules, 1937 and the same will be deducted from the fare paid by the passenger.

To reduce the possibility of flight departing with unoccupied or empty seats, the airlines overbook flights to a limited extent. In such overbooking cases, an airline may have more passengers reporting for a particular flight than the seats available on such flight and as such, may need to deny the boarding to some of the passengers.

In the above event, before denying the boarding, Cathay Pacific Airways and Cathay Dragon would endeavor to first ask volunteers to give up their seats so as to make such seats available for other booked passengers to travel on the flight. In return, Cathay Pacific Airways & Cathay Dragon, at its own discretion, would offer to the volunteer such benefits / facilities which, it may wish to offer.

In case you are denied boarding involuntarily on a flight for which you hold a confirmed reservation, you are entitled to the following monetary compensation:

A] The monetary compensation indicated below shall be given only if the amount of ticket costs is higher than the compensation amount:

a) HKD 1,500 (approximately INR 12,900) shall be offered to Business Class passengers or the value of the ticket whichever is less.

b) HKD 1,000 (approximately INR 8,600) shall be offered to Economy Class passengers or the value of the ticket whichever is less.

If the cost of the ticket is less than the amount of compensation indicated above, you will be entitled to an amount equivalent to the ticket cost in addition to refund of air ticket.

B] The above compensatory amounts will be given to you in the form of cash at the airport ticketing counters.

C] Additionally, you will be offered the choice between the following:

a) Refund of air ticket at the price it was purchased. OR

b) A flight to the first point of departure OR.

c) Alternate transportation under comparable/alternate mode of transport (whenever applicable), to the final destination OR.

d) Alternate transportation under comparable/alternate mode of transport (whenever applicable), to the final destination at a later date, at the passenger's convenience, subject to availability of seats.

D] You shall be offered the above alternatives listed in paragraph [C] above. Once you have selected the option, you will not have the option to switch to another form of compensation.

E] Cathay Pacific Airways & Cathay Dragon reserves the right to deny boarding to any guest under the influence of alcohol or drugs; for health, safety or security reasons; or in the absence of adequate travel documents and no compensation as referred to above shall be payable in such cases.

## **[II] Cancellation of Flights**

Cancellation means non-operation of a flight which was previously planned to be operated and on which, at least one place was reserved for a passenger.

A] In case of flight cancellations, whenever possible, Cathay Pacific Airways & Cathay Dragon will endeavor to inform you through a telephone call, as far in advance as possible of the scheduled time of departure, provided at the time of creating your booking, you had given the relevant contact information e.g., working telephone number (landline or mobile) at the time of booking.

B] Subject to the above, if you are not informed at least 3 (three) hours in advance about the cancellation of the flight on which you were scheduled to travel, you are eligible for the following:

a) Compensation shall be offered in accordance with para 3.3.2 of DGCA circular no. 'Civil Aviation Requirements, Section 3 – Air Transport Series M Part IV issue 1 dated August 6, 2010, which are:

INR 5,000/- or booked one-way basic fare plus airline fuel charge, whichever is less for flights having a block time of upto and including one hour.

INR 7,500/- or booked one-way basic fare plus airline fuel charge, whichever is less for flights having a block time of more than one hour and upto and including two hours.

INR 10,000/- or booked one-way basic fare plus airline fuel charge, whichever is less for flights having a block time of more than two hours.

The financial compensation indicated below shall be given only if the amount of ticket cost is higher than the compensation amount. If the cost of the ticket is less than the amount of compensation indicated above, the airline will be liable to compensate an amount equivalent to the ticket cost in addition to refund of air ticket.

Block time is the total time from the moment an aircraft first moves for the purpose of taking off until the moment it finally comes to rest at the end of the flight.

The compensation referred to in Para 3.3.2 shall be paid in cash, by bank transfer or with the signed agreement of the passenger in the form of travel vouchers, in accordance with CAR Section 3, Series M, Part II.

Additionally, the passenger shall be offered the choice between the following: Refund of air ticket at the price it was purchased.

A flight to the first point of departure.

Alternate transportation under comparable/alternate mode of transport. (whenever applicable), to the final destination.

Alternate transportation under comparable/alternate mode of transport (whenever applicable), to their final destination at a later date at the passengers' convenience, subject to availability of seats.

The affected passenger shall be compensated with alternatives listed in Para 3.3.2 above and once the option has been selected the affected passenger will not have the option to switch to another form of compensation.

b) Refund of the ticket price in the event you do not wish to travel instead on our alternate or subsequent flight or on another carrier's flight or if so desired by you, an alternate travel opportunity at no additional cost, subject to seat availability.

c) If you have already reported for your original flight and are waiting for the alternate flight at the airport, meal and refreshments in relation to the waiting time. (provide hotel accommodation where necessary including transfers).

C] However, please note that no financial compensation shall be payable to you, if you have not provided adequate contact information at the time of making your booking or when you are issued a ticket for firm travel on the selected flight. In such a case, Cathay Pacific Airways & Cathay Dragon will either refund to you the ticket price or make reasonable endeavor to make alternate travel arrangements as per your choice. If you select to travel to your destination on an alternate flight, Cathay Pacific shall provide you with meals and refreshments in relation to the waiting time at the airport. (provide hotel accommodation where necessary including transfers).

D] Further, no such compensation shall be payable in the event:

a) You do not accept the alternate travel arrangement made by Cathay Pacific Airways & Cathay Dragon Or

b) The cancellation occurs due to extraordinary circumstances beyond Cathay Pacific Airways & Cathay Dragon's control (as described in paragraph nos. IV [A] & [B] below) when all reasonable measures have been taken by the airline.

### **[III] Flight Delays**

A] If you have already checked in on time and your flight has been delayed beyond its originally announced schedule time of departure or a revised time of departure of:

a) 2 hours or more in case of flights having a block time of upto 2 ½ hours; or

b) 3 hours or more in case of flights having a block time of more than 2 ½ hours and upto 5 hours; or

c) 4 hours or more in case of flights not falling under a) and b) above.

Meals & Refreshments will be provided in relation to the waiting time at the airport.

B] When the reasonably expected time of departure has a delay of within two hours, refreshments will be offered. Meals will be offered if the delay is within two to six hours. If the delay is pronounced for more than six hours, Cathay Pacific Airways & Cathay Dragon shall provide you with Hotel Accommodation when necessary (including transfers).

Cathay Pacific Airways & Cathay Dragon shall have absolute discretion in selection of hotels under the given circumstances and no reimbursement shall be made in this regard.

C) However, Cathay Pacific Airways & Cathay Dragon shall not be obliged to provide you the facilities as mentioned in (A) and (B) above, if the delay is caused due to extraordinary circumstances, as defined in paragraph nos. IV [A] & [B] below, which could not have been avoided even if all reasonable measures had been taken.

#### **[IV] Exceptions**

A) Cathay Pacific Airways & Cathay Dragon are not obliged to pay compensation in cases where the cancellations and delays have been caused by an event(s) of force majeure i.e., extraordinary circumstance(s) beyond the airlines' control, the impact of which lead to the cancellation/delay of flight(s), and, which could not have been avoided even if all reasonable measures had been taken by Cathay Pacific Airways & Cathay Dragon. Such extraordinary circumstances may in particular occur due to political instability, natural disaster, civil war, insurrection or riot, flood, explosion, government regulation or order affecting the aircraft, strikes and labor disputes causing cessation, slowdown or interruption of work or any other factors that are beyond our control.

B) Additionally, Cathay Pacific Airways & Cathay Dragon would also not be liable to pay any compensation in respect of cancellations and delays clearly attributable to Air Traffic Control (ATC), meteorological conditions, security risks, or any other causes that are beyond the airlines' control but which affect Cathay Pacific Airways & Cathay Dragon's ability to operate flights on schedule. Extraordinary circumstances should be deemed to exist where the impact of an air traffic management decision in relation to a particular aircraft or several aircrafts on a particular day, gives rise to a long delay or delays, or an overnight delay, or the cancellation of one or more flights by that aircraft, and which would not be avoided even though all reasonable measures were taken to avoid or overcome the impact of the relevant factor and, thereby, the delays or cancellations are caused. This CAR is issued under the provisions of Rule 133 A of the Aircraft Rules, 1937 and with the approval of Ministry of Civil Aviation for information, guidance and compliance of all concerned. This CAR shall be applicable to all scheduled and non-scheduled operators.

#### **[V] Redressal**

In the case of Denied Boarding, Cancellation or Flight Delay, if you have not been provided with the compensation and reasonable facilities as listed in this policy, you may directly intimate our following officials, who have been designated for redressal of the passenger grievances

Nodal Officer: Sushma Sherigar (Customer Relations Executive)

Tel: +91 22 66572235

Email ID: [bomsusd@cathaypacific.com](mailto:bomsusd@cathaypacific.com)

Appellate Authority: Desiree Dubier (Contact Centre Manager)

Email ID: [bomded@cathaypacific.com](mailto:bomded@cathaypacific.com)