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# KINGFISHER AIRLINES

## TERMS AND CONDITIONS

### DENIED BOARDING / CANCELLATIONS / DELAYS

In accordance with Civil Aviation Requirements Section 3 – Air Transport, Series “M”, Part IV, Issue I, dated 06 August 2010 the Kingfisher Airlines policy on Denied Boarding, Cancellations and Delays will be as follows:

#### 1. **DENIED BOARDING**

In a situation where a seat is not made available on the flight or in the class of service for which a Guest holds a confirmed reservation, Kingfisher Airlines would first request for volunteer/s who are willing to give up their seat/s. If a Guest voluntarily gives up his/her seat, Kingfisher Airlines will offer them benefits/facilities in exchange.

However, if Guest has complied with all applicable check-in requirements and a Guest is denied boarding against his will, the Guest will be compensated in the following manner.

##### a. **Financial Compensation**

- i. INR 2,000/- or the value of the ticket whichever is less for flights having a block time of up to and including one hour.
- ii. INR 3,000/- or the value of the ticket whichever is less for flights having a block time of more than one hour and up to and including two hours.
- iii. INR 4,000/- or the value of the ticket whichever is less for flights having a block time of more than two hours.
- iv. 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.
- v. The compensation referred to above will be paid by cash or credit voucher which will be good for refund.

##### a. **Additionally Guest shall be offered the choice among any One the following:**

- i. Refund of air ticket at the price it was purchased.
- ii. A flight to the first point of departure.
- iii. Alternate transportation under comparable / alternate mode of transport (whichever applicable), to the final destination.
- iv. Alternative transportation under comparable/alternate mode of transport (whichever applicable), to their final destination at a later date at the Guests' convenience, subject to availability of seats.
- v.

**\*The Guests affected due to Denied Boarding will be offered the choice between the compensation alternatives as listed above and once the option has been selected by the affected Guest he/she will not have the option to switch to another form of compensation.**

Guest shall further be offered Meals and refreshment if he/she chooses Alternate transportation, in accordance with point (3) below.

## 2. **CANCELLATION OF FLIGHTS**

Guest who have not been communicated at least three hours in advance about the cancellation of the flight on which they were scheduled to travel, Kingfisher Airlines will compensate the Guest for the inconvenience caused as under:

### a. **Financial Compensation**

- i. INR 2,000/- or the value of the ticket whichever is less for flights having a block time of up to and including one hour.
- ii. INR 3,000/- or the value of the ticket whichever is less for flights having a block time of more than one hour and up to and including two hours.
- iii. INR 4,000/- or the value of the ticket whichever is less for flights having a block time of more than two hours.
- iv. 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.
- v. The compensation referred to above will be paid by Cash or Credit Voucher which will be good for refund.

### a. **Additionally Guest shall be offered the choice among any One the following:**

- i. Refund of air ticket at the price it was purchased.
- ii. A flight to the first point of departure.
- iii. Alternate transportation under comparable / alternate mode of transport (whichever applicable), to the final destination.
- iv. Alternative transportation under comparable/alternate mode of transport (whichever applicable), to their final destination at a later date at the Guests' convenience, subject to availability of seats.

**\*The Guests affected due to Cancellation will be offered the choice between the compensation alternatives as listed above and once the option has been selected by the affected Guest he/she will not have the option to switch to another form of compensation.**

### **Note**

*No financial compensation will be paid to Guest who have not provided adequate contact information at the time of making the booking or when the ticket for firm travel on the selected flight was issued.*

*Kingfisher Airlines will either refund the ticket price or make reasonable endeavor for alternate travel arrangements as per the choice of the Guest.*

*No compensation will be paid to Guest if they do not accept the alternate travel arrangements.*



**3. FLIGHT DELAY**

When Guest have checked in on time and a flight is delayed beyond its original announced scheduled time of departure or a revised time of departure, kingfisher Airlines will provide meals or refreshments when the delay is:

- a. 2 hours or more in case of flights having a block time of up to 2 and half hours; or
- b. 3 hours or more in case of flights having a block time of more than 2 and half hours and up to 5 hours: or
- c. 4 hours or more in case of flights having a block time of 5 hours or more.
- d. Guest not residing in city of the departure airport would be offered hotel accommodation when necessary, if the expected time of departure is more than 24 hours, than the actual scheduled departure time.

**4. APPLICABILITY OF DENIED BOARDING/CANCELLATIONS/DELAYS POLICY**

The above policy will be applicable for all flights which are scheduled and non-scheduled flights from India whether domestic or International.

**5. IMPORTANT NOTE**

Kingfisher Airlines shall not be liable in any manner whatsoever and No Compensation will be paid /provided to Guest, if the cancellation and delay have been caused by an event/s of force majeure i.e. extraordinary circumstance/s beyond the control of the airline, the impact of which lead to the cancellation/delay of the flight/s. Such extraordinary circumstances may in particular, occur due to political instability, natural disaster, civil war, insurrection of riot, flood, explosion, government regulation or order affecting the aircraft, strikes and labour disputes causing cessation, slowdown or interruption of work or any other factors that are beyond the control of Kingfisher Airlines.

Additionally, the airline will also not be liable to pay any compensation in respect of cancellations and delays that clearly attributable to Air Traffic Control (ATC), meteorological conditions, security risks, or any other causes that are beyond the airline control but which affect its 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, an overnight delay, or cancellation of one or more flights by that aircraft, and which could not be avoided even though all reasonable measures to avoid or overcome the impact of the relevant factor has been taken by Kingfisher Airlines.