

(Unofficial translation)

**Announcement of the Ministry of Transport
on Protection of Passenger Rights Using Thai air carriers'
Services for Domestic Scheduled air services 2010. (B.E. 2553)***

By virtue of Article 3(4), 4, 7 and 9 of the Announcement of the National Executive Council No.58 dated 26th of January B.E. 2515, Ministry of Transport shall have powers and duties in relation to air navigation and Minister of Transport may impose any conditions as well as amending, charging or adding these conditions in the Air Operating License of Thai air carriers for the welfare and safety of the public. The Minister of Transport prescribed measures to protect the rights of passenger's using Thai air carriers on domestic scheduled air services in the conditions attached to the Air Operating License for all Thai air carriers for both current and future Air Operating License holders. The measures for Thai Carriers to adhere and comply with are as follows;

Article 1 Announcement of the Ministry of Transport on Rights of Passengers Using Thai Carriers in Domestic Scheduled Routes given on the 6th of December 2007 (B.E. 2550) shall be repealed.

Article 2 For the purposes of this Announcement:

“Airline” means a holders of a Thai Air Operating License to operating in domestic scheduled air services.

“Reservation” means the fact that the passenger has a proof which indicates that the reservation has been accepted and registered by the airlines.

“Re-routing” means an arrangement by an operating air carrier so that the passengers can travel by other flights of its own or by flights of other airlines.

“Flight delay” means a flight that operates later than from the scheduled flight timetable.

“Cancellation” means a cancellation of any flight of the timetable that has already been announced including the cancellation of an extra flight.

“Denied boarding” means a refusal to carry passengers on a flight indicated in the ticket, although they have presented themselves for boarding under the conditions laid down in Article 3, except where there are reasonable

* Translation as amended dated 20 October 2011.

grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation.

“person with disability” means person with disability as defined in the law on the promotion and development of the quality of life of the person with disability.

Article 3 Scope

Air passenger has the rights to be protected under this Announcement as follows :

(1) a passenger travelling on domestic scheduled flights who has a confirmed reservation on the flight concerned and have paid for the tickets, including the passenger travelling on the frequent flyer programme or any other supportive programme offered by an airlines; and,

(2) on the condition that passengers :

(a) present themselves for check-in within the indicated time frame that an airlines specifies in writing or within the timeframe that the airlines has informed the passenger via electronic means such as website, SMS, etc., or, If an airlines does not indicated such timeframe, the passenger must present himself not later than 45 minutes before the published departure time; or,

(b) have been transferred by an air carrier from the flight for which they held a reservation to another flight, irrespective of the reason.

Article 4 Flight delays

(1) In case of the delay is more than 2 hours but not exceeding 3 hours, the airline must undertake the following actions:

(a) passenger shall be offered free of charge food and drinks as appropriate to the waiting time before boarding the aircraft;

(b) passengers shall be offered free of charge appropriate communication facility such as telephone calls, facsimile messages or e-mail;

(c) if the passenger does not wish to proceed to fly, the airline must reimburse the air fare and other fees in full amount that the passenger has already paid for the part or parts of journey not made according to the procedure and within the specified timeframe in Section 6. If the airline wishes to reimburse in the form of travel vouchers or any other form instead of the air fare and fees, the airline must have consent from the passenger before hand.

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(2) In case of the delay is more than 3 hours but not exceeding 5 hours, the airline must undertake the following actions:

(a) passenger shall be offered free of charge food and drinks as appropriate to the waiting time before boarding the aircraft;

(b) passengers shall be offered free of charge appropriate communication facility such as telephone calls, facsimile messages or e-mail;

(c) offer the passenger the following options:

1) If the passenger does not wish to proceed to fly, the airlines must reimburse the air fare and other fees in full amount that the passenger has already paid for the part or parts of journey not made according to the procedure and within the specified timeframe in section 6. If the airline wishes to reimburse in the form of travel vouchers or any other form instead of the air fare and fees, the airlines must have consent from the passenger before hand; or,

2) re-routing the flight to the destination as specified in the ticket or to the alternative destination close to the original destination within the same day, the next day or any other day as requested by the passenger. This is dependant on the convenience of the passenger and the availability of seats that the airline is able to provide. The airline cannot impose any additional payment except when the re-routing of flight has the air fare and any fees that are lower than the amount the passenger pays in the first place, and the airline must reimburse the difference to the passengers according to the procedure and within the timeframe specified in Article 6.

In case of the airline offers to re-schedule the flight to the airport close to the original destination, the airline must bare the transport costs from the new airport to the original destination for the passenger; or,

3) travel with other appropriate means of transport to the destination specified in the ticket or other destination close to the original destination according to the passenger's request as soon as possible with no additional payment except when the costs for other means of transport are lower than the amount the passenger pays in the first place, and the airline must reimburse the difference to the passenger according to the procedure and within the timeframe specified in Article 6.

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(3) In case of delay is more than 5 hours but not exceeding 6 hours, the airline must undertake the following actions:

(a) apply the same rules in the case when the delay is more than 3 hours but not exceeding 5 hours according Article 4(2); and,

(b) compensate in cash for 600 Baht to the passenger immediately before the passenger departs to the destination except when the airline can prove that the delay is caused by extraordinary circumstances beyond the control of the airline such as political instability, meteorological conditions that may affect flight operations, security risk, any other situation that may affect the safety of flight operations of aircraft and passengers. This also includes a strikes or any other act done by staff of other organization related to the services of the airline, which may affect the flight operations.

If the airline wishes to compensate in the form of travel vouchers or any other form instead of cash for 600 Baht according to above paragraph, the airline must have consent from the passenger before hand.

(4) In case of the delay is more than 6 hours, the airline must follow the Rules in relation to the cancellation of flight in Article 5.

Article 5 Cancellation and Denied boarding

The airline must take the following actions in relation to the cancellation of a flight or denied boarding of passengers:

(1) offer the passenger the following options:

(a) reimburse the air fare and all other fees in full amount for the entire trip or any segment of the trip that is unused according to the procedure and within the timeframe specified in Article 6, If the airline wishes to reimburse in the form of travel vouchers or any other form instead of the air fare and fees, the airline must have consent from the passenger before hand; or,

(b) re-routing the flight to the destination as specified in the ticket or to the alternative destination close to the original destination within the same day, the next day or any other day as requested by the passenger. This is dependant on the convenience of the passenger and the availability of seats that the airline is able to provide. The airline cannot impose any additional payment except when the re-routing of the flight has the air fare and fees that are lower than the amount the passenger pays in the first place, and the airline

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must reimburse the difference to the passenger according to the procedure and within the timeframe specified in Article 6.

If the airline offers to re-routing the flight to the airport close to the original destination, the airline must bare the transport costs from the new airport to the original destination for the passenger; or,

(2) undertake the followings to care for the passenger:

(a) passengers shall be offered free of charge food and drinks as appropriate to the waiting time before boarding the aircraft;

(b) passengers shall be offered free of charge appropriate communication facility such as telephone calls, facsimile messages or email;

(c) provide a hotel room for the passenger without any charge at least 1 night and arranges a appropriate transportation between the airport and the hotel if the new flight is scheduled to depart later than the original schedule for 1 day.

(3) compensate in cash for 1,200 Baht for passengers immediately before departure to the destination except if the airline can prove the followings:

(a) the airline has notified the passengers about the cancellation of flight and the details of re-routing options prior to the departure date no less than 3 days; or,

(b) the airline has notified the passenger about the cancellation of flight prior to the departure date less than 3 days if the new flight will depart to the destination prior or after the original date sooner or later than the original date no more than 3 hours; or,

(c) the cancellation of flight is caused by an extraordinary circumstances beyond the control of the airline such as political instability, meteorological conditions that may affect flight operations, security risk, any other situation that may affect the safety of flight operations of aircraft and passengers. This also includes a strikes or any other act done by staff of other organization related to the services of the airline, which may affect the flight operations.

In relation to the notice of the cancellation of flight according to (a) and (b), the airline is to notify the passenger at his or her address or any other channel that the passenger notifies the airline at the time of the reservation

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of seat. However, the burden of proof that the airline has notified the passengers about the cancellation of flight lies with the airline.

If the airline wishes to compensate in the form of travel vouchers or any other form instead of cash for 1,200 Baht according to paragraph one, the airline must have consent from the passengers beforehand.

Article 6 Reimburse methods for air fares and other fees or the money differential for airlines are as follows:

(1) produce a refund form for air fares and fees or money differential and make it available at a terminal building of an airport and at the headquarters or other branches of the airline or make it available for download via the website of the airline. The refund form must include at least the date, the time and the flight that the airline denied boarding, cancels the flight or delays the flight as well as the methods of payment of the passenger such as cash and credit cards. The form must also include the amount that the passenger pays, contactable address of the passenger and the passenger's preferred method of refund payment such as cash, bank transfer, and bank cheque.

(2) prescribe and notify the passenger about the location or any other channel that the passenger may submit the refund form such as counter of the airline at the terminal building at the airport and the headquarters or other branches of the airline or via the website of the airline.

(3) reimburse the air fare and fees or the money differential to the passenger via the passengers' preferred method of refund payment such as in cash, bank transfer, and bank cheque within the timeframe from the date that the airline receives the refund form and any other related documents as follows:

(a) if the passenger purchases the tickets with in cash, the money must be refunded to the passengers within 7 days;

(b) if the passenger purchases the tickets in a credit card, the money must be refunded within 45 days.

Article 7 Upgrading and downgrading

(1) if the airline places a passenger in a class higher than for which the ticket was purchased, it may not request any supplementary payment.

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(2) if the airline places a passenger in a class lower than that for which the ticket was purchased, the air carrier shall reimburse the difference air fare within the time in according with Article 6 (3).

Article 8 Person with disability and unaccompanied children

If the passenger is unaccompanied children less than 12 years of age (travelling alone), persons with disability or a person who is unable to assist himself, the airlines must provide a services and special care according to the international practice and the airlines must not charge any additional fees If the airlines denied boarding, cancel the flight and flight delay regardless of time, the airline must provide services and care to these passengers promptly.

Article 9 Higher protection measures

If the airline prescribes the protection measure in relation to the passenger rights that is in a higher level and consistent with this Announcement, the airline is to employ such measure to protect the rights of its passengers.

Article 10 Right to complaints

Passenger may complaint about an alleged infringement of this Announcement to:

Department of Civil Aviation
71 Soi Ngarmduplee, Rama IV Road,
Thung-mahamek,Sathorn District,
Bangkok 10120, Thailand.
Telephone: 0 2287 3373,
email: airtravelcomplaint@aviation.go.th or,

Further information can be obtained via direct line 1111 or 02 286 3775 during official hours (08.30-16.30 hrs.)

Article 11 This Announcement shall enter into force one day following of its publication in the Government Gazette.

Given on the 6th of October 2010 (B.E. 2553)

Sopol Saram
Minister of Transport

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