-Proposed Draft-





**Regulation of the Civil Aviation Board No. …**

**on Measures to Protect Passenger Rights on Scheduled Flights**

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By virtue of Section 41/134 of the Air Navigation Act B.E. 2497 (1954),
as amended by the Air Navigation Act (No. 14) B.E. 2562 (2019), the Civil Aviation Board issues the Regulation to prescribe measures to protect passenger rights on scheduled flights
as follows:

**Article 1** This Regulation shall be cited as “Regulation of the Civil Aviation Board (No…) on Measures to Protect Passenger Rights on Scheduled Flights.”

**Article 2** This Regulation shall come into force after the expiration of one hundred and twenty days from the date of its publication in the Government Gazette.

**Article 3** In this Regulation:

“Air Carrier” means a holder of a Thai Air Operating License pursuant to Section 41/125, who is a person conducting commercial air transport or a Foreign Air Operator granted
with a permission pursuant to Section 41/126 and includes an agent of the air carrier
under the Agency Agreement;

“Passenger” means a passenger who has a confirmed reservation on the flight concerned and has paid for an air ticket, including the passenger travelling on the frequent-flyer program or any other supportive programme;

“Passenger who voluntarily renounces the reservation” means a passenger who is present for boarding the aircraft under Article 11 and voluntarily renounce his/her reservation to accept the offering from air carrier by exchanging with any benefits
and agreed conditions between such passenger and the air carrier;

“Scheduled Flight” means a flight operated under the air schedule
as certainly prescribed or with such a regular frequency resulting in recognition;

“Reservation” means the fact that a passenger has an evidence indicating
that the reservation has been accepted and registered by the air carrier or its agent;

“Air Ticket” means a document or any other electronic form thereof showing a right for travelling on a flight and issued by an air carrier or its agent;

“Re-routing” means an arrangement by an operating air carrier so that
a passenger can travel on other flights of its own or on flights conducted by other air carriers;

“Flight delay” means a flight operated later than that announced in
the published operating schedule;

“Flight cancellation” means:

1. cancellation of a flight from the published operating schedule or from schedule permitted and previously announced to the passengers. This includes cancellation of an extra flight or;
2. In the case in which an aircraft has departed but needs to return to
the original airport in specific event and the passengers of the concerned flight are transferred to the other flight instead;

“Denied boarding” means a refusal of an air carrier to carry passengers
on a flight indicated in the air ticket, although a passenger has shown himself/herself
for boarding an aircraft as stipulated in this Regulation;

“Overbooking” means the air carrier accepts more reservations, which the passengers have already confirmed more seats than those accommodated on the flights;

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

“the Elderly” means a person who is over sixty years of age;

“Destination” means the destination as specified in the air ticket or shall means the destination of the last flight for the connecting flight.

**Article 4** This Regulation shall apply to air carrier granted with scheduled commercial Air Operating License on both domestic and international flights and shall apply to the air carrier granted with a permission under Section 41/126.

**Article 5** In this Regulation, “extraordinary circumstances” means the force majeure or incidents beyond control of an air carrier or any cause that cannot be prevented or avoided or causes that the air carrier has taken all measures to avoid such damages,
and including wars, terrorism, meteorological conditions, safety, strikes that beyond
the control of the air carriers that may affect flight operations and the air carrier has taken all measures to avoid such damages.

Extraordinary circumstances under paragraph 1 will not include a case of engine or aircraft component failure resulted from the air carrier or employee or agent thereof
or resulted from negligence of the air carrier or employee or agent thereof.

When the extraordinary circumstances had already passed, there have still had some continuous impacts on flight operation and the air carrier has taken all measures to avoid such causes, it shall be deemed that there are still the extraordinary circumstances during the time the impacts sustained.

Chapter 1

Fully Obtaining Travel Information, Ancillary Services and

Upgrading or Downgrading Class of Service

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**Article 6** Before purchasing air ticket, the air carrier shall publicize at least the following information of services in every distribution channel such as at a air ticket booth or on websites to support the passenger’s decision in purchasing the air ticket:

(1) Conditions of carriage;

(2) Measures to protect the rights of passengers or relevant regulations;

(3) Channels for contacting the air carrier and submitting a complaint.

If providing such information on website, the air carrier shall declare additional information about:

(1) Details of travel information, for instance time of passengers to be present before check-in or boarding the aircraft, assistance provided for a passenger who is a child,
a person with disabilities, the elderly and person with reduced abilities and service for the person with disabilities with necessity to use a guide animal;

(2) Travel planning, such as travel documents, flight reservation

Travel document in this Article means identification document for travel
such as citizen identification card, birth certificate, passport, identification for monk
and novice, identification card for person with disabilities, non-citizen identification card
and refugee identification document, visa

(3) In case in which the air carrier offers other ancillary services or other services such as insurance fee, sport equipment fee, baggage charge (for additional services) for selling on website, the air carrier shall declare his/her service charges and service fees
of each ancillary service or other services obviously.

**Article 7** While purchasing the air ticket, the air carrier shall generally publicize at least the following information to the passenger:

(1) Total price in Thai baht currency consisting of the list of the following:

(a) Air fare;

(b) Tax e.g. Value -Added Tax (VAT);

(c) Fees e.g. credit card fee;

(d) Charges e.g. Passenger Service Charge;

(e) Surcharges;

(f) Ancillary charges e.g. baggage service charge or insurance fee of a passenger’s own choice;

(2) General conditions applying to the fare;

(3) Conditions of carriage;

(4) Measures to protect the rights of passengers or relevant regulations;

(5) Quantity, weight and dimension of allowed baggage;

(6) The operating air carrier;

(7) Channels for contacting the air carrier and submitting a complaint.

**Article 8** After the air ticket was purchased, the air carrier shall declare to
a passenger at least the following information:

(1) Origin and destination;

(2) Transit point (if any);

(3) Scheduled date and time;

(4) Air fare and ancillary service charges;

(5) Insurance;

(6) Recommendation for any changes after purchasing air tickets contained in the conditions of carriage such as notification of re-routing or re-schedule.

**Article 9** The air carrier must not automatically add any ancillary service
for a passenger. The air carrier can only add the ancillary service(s) after obtaining a consent from the passenger (opt-in basis).

Proposal of any ancillary service under paragraph 1 shall vividly declare complete service charges, details, conditions, steps and methods thereof before
the passenger shows intention of purchasing.

**Article 10** Upgrading and downgrading the class of service must be agreed
by the passenger. The air carrier shall comply as follow;

(1) if the air carrier accommodates a passenger in a class higher than that for which the air ticket was purchased, the air carrier cannot impose or request additional air fare, fee or any supplementary payment;

(2) if the air carrier accommodates a passenger in a class lower than that for which the air ticket was purchased, the air carrier shall reimburse the difference of air fare
to the passenger by following procedures and within the timeframes as specified in Article 21.

Chapter 2

Scope of Application, Protection and Duty of Care for Passengers

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**Article 11** Passengers entitled to right protection under this Regulation
are those who are characterized one or more as:

(1) Passengers who have shown-up for check-in.

(a) Within time that the air carrier specified in writing in advance or within time that the passengers have been notified via electronic means such as website,
short message service (SMS), e-mail, etc. or;

(b) Within forty-five (45) minutes for domestic flight before the departure time specified in the published schedule or within 1 hour for international flight before
the departure time specified in the published schedule if the air carrier does not specify
the time for showing-up for check-in or;

(c) In the other time than those specified in (a) or (b), in which the air carrier accepts for check-in;

(2) Passengers who have been transferred from the reserved flight to another flight with any reasons;

(3) Passengers whose reserved flight has been re-scheduled to be different by more than five (5) hours from the departure time specified in the published schedule
or whose reserved flight has been cancelled.

A passenger entitled to right protection under this Regulation relating to food and beverage, communication equipment and accommodation provision during the waiting period but, for whom the air carrier did not provide such protection, such passenger who has paid for food and beverage, communication equipment or accommodation shall have a right for reimbursement from the air carrier based on actual costs and considering necessity
and appropriateness.

**Article 12** The air carrier shall have a duty of care to a child, person
with disabilities, the elderly and person with reduced abilities as follows:

(1) The air carrier shall not refuse carriage of a passenger who is a child, person with disabilities, the elderly and person with reduced abilities, excepted for the purpose of safety or security or in the case specified in the Regulation of Civil Aviation Board on Refusal of Carriage;

For the purpose of safety or security under paragraph one, the air carrier may determine that any passengers who is a child, person with disabilities, the elderly and person with reduced abilities must be accompanied by their accompanied assistant by specifying clearly in its conditions of carriage.

(2) In a case in which the airport has a number of passengers whom are checking in or boarding, the air carrier shall provide special care to a passenger who is a child, person with disabilities, the elderly and person with reduced abilities to provide service conveniently and safely;

(3) The air carrier shall provide facilities for passengers who need the special care such as a child, person with disabilities, the elderly and person with reduced abilities.
The air carrier also provides tools or equipment needed for boarding or disembarking
the aircraft as required by the law;

Passengers under paragraph 1 shall inform to the air carrier of their request
for special care or in need of a guide animal at least forty-eight (48) hours prior to boarding time and the passengers must present themselves for boarding the aircraft according to Article 11. If such passenger does not request within the mentioned time, the air carrier shall make effort to do a duty of care.

(4) In a case in which the air carrier provide service for person with disabilities who relies on guide animal, the air carrier may require the passenger who is a person
with disabilities that rely on guide animal to present clearly document certifying that
the concerned animal is a guide animal. When the passenger follows the instruction of
the air carrier, the air carrier shall make effort to provide the service with free of charge
for this matter;

(5) In a case in which a passenger is accompanied with a child or a passenger who is a person with disabilities, the elderly or person with reduced abilities that require wheelchair or baby stroller to carry on board, the wheelchair or baby stroller can be carried
on board as appropriate. The air carrier shall permit a wheelchair or a baby stroller carried on board without charge as one (1) unit per one (1) passenger and such carriage shall be
as follows:

(a) The baby stroller which is a foldable type, suitable dimension and weight for containing in the overhead compartment without any affect to safety of the aircraft and its passengers. The air carrier shall permit to carry a baby stroller on board as a carry-on baggage.

(b) The wheelchair or baby stroller whose dimension and weight is not suitable for containing in the overhead compartment and required to be loaded in the cargo compartment. The air carrier may permit the concern wheelchair or baby stroller to be carried as the checked baggage.

(6) The air carrier shall facilitate in assigning a seat for a passenger under
twelve (12) year-old of age to be next to a parent or guardian for free of charge,

In assigning the seat under paragraph 1, if it needs to alter the class of service delivered to the passenger, the air carrier shall comply as follow;

(a) If the passengers desire to be seated together in a higher class than that specified in the air ticket, the passengers must pay additional air fare, fee or any supplementary payment;

(b) if the air carrier accommodates a passenger in a class lower than
that for which the air ticket was purchased, the air carrier shall reimburse the difference of air fare to the passenger by following procedures and within the timeframes as specified in Article 21.

Chapter 3

Measures to Protect Passenger Rights on Scheduled Flight

Part 1

Notification to Passengers in Case of Flight Delay, Flight Cancellation or Denied Boarding

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**Article 13** In case of flight delay, cancellation or denied boarding, the air carrier shall notify passengers of the following information via any channels provided by
the passengers. Also, the air carrier shall make such notification by placing the announcement stand, brochure; showing on departures board and wire broadcasting or any others means such as QR code to keep the passenger informed in cases of:

(1) cause of flight delay, flight cancellation or denied boarding;

(2) measures to take care of passengers and rights of passengers in the case of flight delay, flight cancellation or denied boarding;

(3) compensation of which passenger is entitled (if any);

The air carrier shall notify the information under (1) by keeping the passenger informed of the situation and updated solutions every thirty (30) minutes.

The burden of proof concerning the questions as to whether and when the passenger has been informed of the flight delay, flight cancellation or denied boarding shall rest with the air carrier.

Part 2

Measures to Protect Passenger Rights in Case of Flight Delay

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**Article 14** In a case of domestic scheduled flight delay:

(1) flight delay for more than two (2) hours, the air carrier shall accommodate the passengers as follows:

(a) provide free of charge of food and beverage or of food voucher
for passengers to buy food and beverage as appropriate with meal time and the waiting time before boarding the aircraft;

(b) provide free of charge of necessary and appropriate communication facilities such as telephone calls or email, etc.;

(c) if the passenger does not wish to proceed with the flight, the air carrier shall immediately offer all of the following options:

1) receive such reimbursement of the air fare and other fees
in full amount that the passenger has already paid for the part or parts of journey not made; or

2) receive such reimbursement in the form of credit shell or travel voucher or mileage according to the frequent-flyer programme or other form instead of
the concerned air fare and fee the air carrier must have consent from the passenger beforehand and such reimbursement shall have no period limitation for usage, and;

(2) flight delay for more than three (3) hours, the air carrier shall accommodate the passengers as follows:

(a) provide free of charge of food and beverage or of food voucher
for passengers to buy food and beverage as appropriate with meal time and the waiting time before boarding the aircraft;

(b) provide free of charge of necessary and appropriate communication facilities such as telephone calls or email, etc.;

(c) if the passenger does not wish to proceed with the flight, the air carrier shall immediately offer all of the following options:

1) receive such reimbursement of the air fare and other fees
in full amount that the passenger has already paid for the part or parts of journey not made, but if the air carrier wishes to reimburse in the form of credit shell or travel voucher or mileage according to the frequent-flyer programme or other form instead of the concerned air fare and fee, the air carrier must have consent from the passenger beforehand and such reimbursement shall have no period limitation for usage, and;

2) re-routing the flight to the destination as specified in the air ticket
or to the alternative destination close to the original destination as soon as possible within the same day, the next day or any other day, depending on convenience of the passenger and availability of seats that the air carrier is able to provide. The passenger can travel
by the original air carrier whose air ticket has been reserved or by others. The air carrier 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 paid in the first place, the air carrier must reimburse the difference to the passengers. In case of the air carrier offers to re-routing the flight to the airport close to the original destination, the air carrier must bear the transport costs from the alternative airport to the original destination for the passenger, or;

3) in a case in which the air carrier is able to provide the passenger with other means of transport, the air carrier shall offer other appropriate means of transport to the destination specified in the air ticket or other destination close to the original destination according to the passenger’s intention as soon as possible with no additional payment except when the costs for other means of transport are lower than the amount the passenger paid in the first place, the air carrier must reimburse the difference to the passenger.

(3) flight delay for more than five (5) hours, the air carrier shall accommodate the passengers with measure as same as those in a case of flight cancellation or denied boarding according to Article 18.

The payment of compensation, the reimbursement of the air fare and other fees or credit shell or travel voucher or mileage or other form instead of the concerned air fare and fee according to this Article shall comply to the procedure and within the timeframe specified in Article 20 or Article 21, as the case may be.

**Article 15** In case of international scheduled flight delay:

(1) flight delay for more than two (2) hours, the air carrier shall accommodate the passengers as follows:

(a) provide free of charge of food and beverage or of food voucher
for passengers to buy food and beverage as appropriate with meal time and the waiting time before boarding the aircraft;

(b) provide free of charge of necessary and appropriate communication facilities such as telephone calls or email, etc.;

(2) flight delay for more than five (5) hours, the air carrier shall accommodate the passengers as follows:

(a) provide free of charge of food and beverage or of food voucher
for passengers to buy food and beverage as appropriate with meal time and the waiting time before boarding the aircraft;

(b) provide free of charge of necessary and appropriate communication facilities such as telephone calls or email, etc.;

(c) pay the compensation in cash to the passengers as follows:

1) in case of outbound or inbound flight from/to South-East Asia region, the air carrier shall pay compensation of one thousand and nine hundred (1,900) baht;

2) in case of outbound or inbound flight from/to South Asia region,
the air carrier shall pay compensation of three thousand and one hundred (3,100) baht;

3) in case of outbound or inbound flight from/to East Asia region,
the air carrier shall pay compensation of three thousand and three hundred (3,300) baht;

4) in case of outbound or inbound flight from/to Middle-East Asia region, the air carrier shall pay compensation of five thousand and nine hundred (5,900) baht;

5) in case of outbound or inbound flight from/to South Pacific region, the air carrier shall pay compensation of six thousand (6,000) baht;

6) in case of outbound or inbound flight from/to America region,
the air carrier shall pay compensation of six thousand and nine hundred (6,900) baht;

7) in case of outbound or inbound flight from/to European region, the air carrier shall pay compensation of eight thousand (8,000) baht;

8) in case of outbound or inbound flight from/to Africa region,
the air carrier shall pay compensation of nine thousand and seven hundred (9,700) baht;

(d) provide accommodation for the passengers during the waiting period without any charge from at least one (1) night as necessary and appropriate as well as
make arrangement of appropriate transportation without any charge between the airport
and the accommodation;

(e) if the passenger does not wish to proceed with the flight, the air carrier shall immediately offer all of the following options:

1) receive such reimbursement of the air fare and other fees
in full amount that the passenger has already paid for the part or parts of journey not made; or

2) receive such reimbursement in the form of credit shell or travel voucher or mileage according to the frequent-flyer programme or other form instead of
the concerned air fare and fee the air carrier must have consent from the passenger beforehand and such reimbursement shall have no period limitation for usage, and;

 (3) flight delay for more than ten (10) hours, the air carrier shall accommodate as follow:

(a) provide free of charge of food and beverage or of food voucher
for passengers to buy food and beverage as appropriate with meal time and the waiting time before boarding the aircraft;

(b) provide free of charge of necessary and appropriate communication facilities such as telephone calls or email, etc.;

(c) pay the compensation in cash to the passengers as follows:

1) in case of outbound or inbound flight from/to South-East Asia region, the air carrier shall pay compensation of three thousand and nine hundred (3,900) baht;

2) in case of outbound or inbound flight from/to South Asia region, the air carrier shall pay compensation of six thousand and two hundred (6,200) baht;

3) in case of outbound or inbound flight from/to East Asia region, the air carrier shall pay compensation of six thousand and five hundred (6,500) baht;

4) in case of outbound or inbound flight from/to Middle-East Asia region, the air carrier shall pay compensation of eleven thousand and eight hundred (11,800) baht;

5) in case of outbound or inbound flight from/to South Pacific region, the air carrier shall pay compensation of twelve thousand (12,000) baht;

6) in case of outbound or inbound flight from/to America region,
the air carrier shall pay compensation of thirteen thousand and nine hundred (13,900) baht;

7) in case of outbound or inbound flight from/to European region,
the air carrier shall pay compensation of sixteen thousand (16,000) baht;

8) in case of outbound or inbound flight from/to Africa region,
the air carrier shall pay compensation of nineteen thousand (19,000) baht;

(d) provide accommodation for the passengers during the waiting period without any charge from at least one (1) night as necessary and appropriate as well as
make arrangement of appropriate transportation without any charge between the airport
and the accommodation;

(e) if the passenger does not wish to proceed with the flight, the air carrier shall immediately offer all of the following options:

1) receive such reimbursement of the air fare and other fees
in full amount that the passenger has already paid for the part or parts of journey not made, but if the air carrier wishes to reimburse in the form of credit shell or travel voucher or mileage according to the frequent-flyer programme or other form instead of the concerned air fare and fee, the air carrier must have consent from the passenger beforehand and such reimbursement shall have no period limitation for usage, and;

2) re-routing the flight to the destination as specified in the air ticket
or to the alternative destination close to the original destination as soon as possible within the same day, the next day or any other day, depending on convenience of the passenger and availability of seats that the air carrier is able to provide. The passenger can travel
by the original air carrier whose air ticket has been reserved or by others. The air carrier 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 paid in the first place, the air carrier must reimburse the difference to the passengers. In case of the air carrier offers to re-routing the flight to the airport close to the original destination, the air carrier must bear the transport costs from the alternative airport to the original destination for the passenger; or

3) in a case in which the air carrier is able to provide the passenger with other means of transport, the air carrier shall offer other appropriate means of transport to the destination specified in the air ticket or other destination close to the original destination according to the passenger’s intention as soon as possible with no additional payment except when the costs for other means of transport are lower than the amount the passenger paid in the first place, the air carrier must reimburse the difference to the passenger.

The payment of compensation, the reimbursement of the air fare and other fees or credit shell or travel voucher or mileage or other form instead of the concerned air fare and fee according to this Article shall comply to the procedure and within the timeframe specified in Article 20 or Article 21, as the case may be.

**Article 16** The air carrier shall not be obliged to pay the compensation
in case where delay of scheduled flight has been caused by extraordinary circumstances.

**Article 17** In a case tarmac delay for the scheduled flight, additionally to providing protection to passengers pursuant to Article 14 or Article 15, as the case may be, the air carrier shall undertake as follows:

(1) provide proper ventilation, appropriate cabin temperature, lavatory facilities as sufficient and appropriate for passengers. In case where the passenger requires urgent medical assistance, the air carrier shall assist the passenger to be obtained such medical assistance as soon as possible;

(2) in a case of flight delay for more than three (3) hours and there is no definite take-off time, the air carrier shall allow the passenger to disembark the aircraft except in a case that may affect safety or security or in a case of reason concerning air traffic management.

Part 3

Measures to Protect Passenger Rights in Case of Flight Cancellation and Denied Boarding

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**Article 18** In a case of flight cancellation and denied boarding, the air carrier shall protect the passenger as follows:

(1) take care of passengers as follows:

(a) provide free of charge of food and beverage or of food voucher
for passengers to buy food and beverage as appropriate with meal time and the waiting time before boarding the aircraft;

(b) provide free of charge of necessary and appropriate communication facilities such as telephone calls or email, etc.;

(c) in any case where the next flight has new departure time delayed from the original scheduled flight timetable more than one (1) day, the air carrier shall provide accommodation for the passengers during the waiting period without any charge from at least one (1) night as necessary and appropriate as well as make arrangement of appropriate transportation without any charge between the airport and the accommodation;

(2) pay to the passenger compensation of one thousand and five hundred
(1,500) baht for scheduled domestic flight or compensation as stipulated in Article 15 (3) (c)
for scheduled international flight, except the air carrier can prove the followings;

(a) notified the passenger of such flight cancellation and the details of other travelling options to the passenger prior to departure time no less than three (3) days for scheduled domestic flight or no less than seven (7) days for scheduled international flight; or;

(b) notified the passenger of such flight cancellation to passengers prior to departure time less than period of time in (a) in a case where the new flight will depart
to the destination prior or after the original date and time and will arrive at destination according to the air ticket sooner or later than the original date and time no more than three (3) hours; or;

(c) such cancellation caused by the extraordinary circumstances.

In relation to the notification of flight cancellation according to (2) (a) and (b), the air carrier shall notify the passenger to his/her contacting point or via any other channel given by the passenger to the air carrier or the carrier’s agent at the time of seat reservation.

In relation to compensation payment under (2), if the air carrier wishes
to reimburse in the form of credit shell or travel voucher or mileage according to
the frequent-flyer programme or other form instead of the concerned air fare and fee,
the air carrier must have consent from the passenger beforehand and such reimbursement shall have no period limitation for usage.

(3) the air carrier shall immediately offer all of the following options:

(a) receive such reimbursement of the air fare and other fees in full amount
that the passenger has already paid for the part or parts of journey not made, but if the air carrier wishes to reimburse in the form of credit shell or travel voucher or mileage according to
the frequent-flyer programme or other form instead of the air fare and fee, the air carrier must have consent from the passenger beforehand and such reimbursement shall have
no period limitation for usage, and;

(b) re-routing the flight to the destination as specified in the air ticket
or to the alternative destination close to the original destination as soon as possible within the same day, the next day or any other day, depending on convenience of the passenger and availability of seats that the air carrier is able to provide. The passenger can travel
by the original air carrier whose air ticket has been reserved or by others. The air carrier 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 paid in the first place, the air carrier
must reimburse the difference to the passengers. In case of the air carrier offers to re-routing
the flight to the airport close to the original destination, the air carrier must bear the transport costs from the alternative airport to the original destination for the passenger; or

(c) in a case in which the air carrier is able to provide the passenger
with other means of transport, the air carrier shall offer other appropriate means of transport to the destination specified in the air ticket or other destination close to the original destination according to the passenger’s intention as soon as possible with no additional payment except when the costs for other means of transport are lower than the amount the passenger paid in the first place, the air carrier must reimburse the difference to the passenger.

The payment of compensation, the reimbursement of the air fare and other fees or credit shell or travel voucher or mileage or other form instead of the concerned air fare and fee according to this Article shall comply to the procedure and within the timeframe specified in Article 20 or Article 21, as the case may be.

Part 4

Measure to Protect Passengers Rights in Case of Overbooking

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**Article 19** In case where an air carrier over sells air tickets and passengers have shown themselves more than available seats on that flight. The air carrier will firstly seek passengers to give up their seats voluntarily, in exchange for interest and upon conditions as agreed by passengers and the air carrier. Also, the air carrier shall accommodate the passengers with measure as same as Article 18. Such passenger shall also be entitled to interest and upon conditions as agreed, and the air carrier shall assure such exchange
of interest and upon conditions as agreed in written and handed over to such passengers before flight departure.

If the number of voluntary passengers is inadequate in comparison with
the number of excessive passengers and the air carrier needs to select passengers who will not travel on that flight, the air carrier will immediately pay compensation and take care of passengers according to protection measures in a case of flight cancellation or denied boarding as specified in Article 18.

In case where passenger selection is needed, the air carrier shall set priorities for such persons as: child traveling alone, person with disabilities traveling with assistant
or with guide animal, the elderly, person with reduced abilities and passenger travelling
as a family, to choose such options between traveling on the flight or giving up their seats
in exchange for interest and upon conditions as agreed between passenger and the air carrier prior to other passengers.

Chapter 4

Other Provisions

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**Article 20** Procedures to pay compensation according to the Article 14 (3), Article 15 (2) (c), (3) (c) and Article 18 (2), the air carrier shall pay monetary compensation
in cash or pay in a form of a credit shell, travel voucher, mileage or other forms instead within seven (7) days since the date in which flight delay, flight cancellation or denied boarding is notified, as the case may be.

**Article 21** Procedure to reimburse the air fare and other fees or the differential of air fare, the air carrier shall undertake as follows;

(1) provide a refund form for air fares and other fees or the differential of air fare and make it available in an airport at a terminal building of the airport and at the headquarters or other branches of the air carrier or, provide it available for downloading on website
of the air carrier. The refund form must include at least the date, the time and the flight
that the air carrier delayed the flight, cancelled the flight or denied boarding, as well as
the methods of payment made by the passenger such as in cash or credit card, etc.
The form must also include the amount of the air fare that the passenger paid, passenger’s contact address including the passenger’s preferred method of refunded payment such as cash, bank transfer, or bank cheque, etc;

(2) prescribe and notify passenger of location or channels that the passenger may submit the refund form under (1) such as sales booth of the air carrier at the terminal building at the airport and the headquarters or other branches of the air carrier or on the website of the air carrier;

(3) reimburse the air fare and other fees or the differential of air fare
to the passenger via the passengers’ method of payment such as in cash, bank transfer,
and bank cheque within the timeframe from the date that the air carrier received the refund form and all the complete relevant documents as follows:

(a) if the passenger purchased the air ticket by cash, refund must be done within seven (7) days;

(b) if the passenger purchased the air ticket by credit card, refund must be done within forty-five (45) days.

(c) if the passenger purchased the air ticket from online travel agency
by cash or credit card, the air carrier must re quire online travel agency to reimburse within seven (7) days from the date that online travel agency received such reimbursement
from the air carrier.

(4) reimburse as credit shell or travel voucher or mileage or other form instead of the concerned air fare and fee within seven (7) days from the date that the air carrier received the refund form and all the complete relevant documents.

**Article 22** The air carrier must submit a report to CAAT in a case of flight delay, or flight cancellation, or denied boarding according to this Regulation within twenty-four
(24) hours since the time on which flight delay, or flight cancellation, or denied boarding
is notified, as the case may be through the Economic Compliance Monitoring System (ECMS).

**Article 23** In a case in which an air carrier imposes a better passenger right protection measure and that does not violate or infringe the measure stipulated in this Regulation, the air carrier shall apply such measures to the passenger.

**Article 24** Protection of passengers’ rights under this Regulation shall not limit the rights of passenger in claims for damages according to the law on international air carriage.

**Article 25** In relation to channels for complaints, passengers may submit
a complaint on alleged infringement of this Regulation committed by the air carrier through

Complaint Management System of CAAT with any relevant evidences via the website; http://www.caat.or.th.

**Article 26** Measures to protect passenger’s rights under the 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) which have been taken before
this Regulation is effective and which is still on process, shall be undertaken by following
the 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).

Given on the 2024 (B.E. 2567)

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Minister of Transport

Chairman of the Civil Aviation Board