

You are entitled to compensation as follows:

- (a) EUR 250 for all flights of 1500 kilometres or less;
- (b) EUR 400 for all intra-Community flights more than 1500 kilometres, and all other flights between 1500 and 3500 kilometres;
- (c) EUR 600 for all flights not falling under (a) or (b) of this paragraph.

The compensation referred to above shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with your signed agreement, travel vouchers and/or other services.

When you are offered re-routing to your final destination on an alternative flight as described above in paragraph I, (b) or (c), and the arrival time of the re-routed flight does not exceed the scheduled arrival time of the flight originally booked:

- (a) by two hours, in respect of all flights of 1500 kilometres or less; or
- (b) by three hours, in respect of all intra-Community flights of more than 1500 kilometres and for all other flights between 1500 and 3500 kilometres; or
- (c) by four hours, in respect of all flights not falling under (a) or (b) of this paragraph.

Thai Airways International Public Company Limited may reduce the compensation described above by 50%.

For the above purposes, "final destination" means the destination on the ticket presented at the check-in counter, or, in the case of directly connecting flights, the destination of the last flight; alternative connecting flights available shall not be taken into account if the original planned arrival time is respected.

The assistance described above will apply without prejudice to any rights you may have under applicable law (including EU Directive 90/314 package travel) to further compensation, although any such assistance granted may be deducted from any such further compensation.

## DELAY NOTICE

### Applicability

The following rules shall apply:

- in respect of flights departing from an airport in the EU
- on condition that you have a confirmed reservation on the flight concerned and present yourself for check-in as stipulated and at the time indicated in advance and in writing or electronically, or, if no time is indicated, not later than 45 minutes before the published departure time;
- only to passengers travelling at a fare available directly or indirectly to the public, or on tickets issued under a frequent flyer programme or other commercial programme;
- where Thai Airways International Public Company Limited is the operating carrier of the flight.

### Rules for Assistance

When Thai Airways International Public Company Limited reasonably expects a flight to be delayed beyond its scheduled time of departure:

- (a) for two hours or more in the case of flights of 1500 kilometres or less; or
- (b) for three hours or more in the case of all intra-Community flights of more than 1500 kilometres and of all other flights between 1500 and 3500 kilometres; or
- (c) for four hours or more in the case of all flights not falling under (a) or (b).

**Thai Airways International Public Company Limited will offer you free of charge:**

- (a) meals and refreshments in a reasonable relation to the waiting time; and
- (b) two telephone calls, telex or fax messages, or e-mails.

**When the delay is at least five hours and you decide not to travel on the delayed flight, in addition to the meals and communication assistance described above Thai Airways International Public Company Limited will offer you:**

**A choice between:**

- (a) reimbursement within seven days by means provided for in Article 7(3) of Regulation (EC) 261/2004 of the full cost of your ticket, at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to your original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity; or
- (b) re-routing, under comparable transport conditions, to your final destination, at the earliest opportunity; or
- (c) re-routing, under comparable transport conditions, to your final destination at a later date at your convenience, subject to availability of seats.

**When the time of departure reasonably expected is at least the day after the time of departure previously announced, in addition to the assistance described above, Thai Airways International Public Company Limited will offer you:**

- (a) hotel accommodation in cases:
  - where a stay of one or more nights becomes necessary, or
  - where a stay additional to that intended by you becomes necessary; and
- (b) transport between the airport and place of accommodation (hotel or other).

Thai Airways International Public Company Limited will offer you the assistance described above within the time limits set out in paragraphs (a)-(c) above with respect to each distance bracket.

The assistance described above will apply without prejudice to any rights you may have under applicable law (including EU Directive 90/314 on package travel) to further compensation, although any such assistance granted may be deducted from any such further compensation.

*If court proceedings are necessary, Katten Muchin Rosenman UK LLP is authorised to accept service of court proceedings in England or Wales on behalf of us. Under the Civil Procedure Rules, which govern the conduct of court proceedings in England and Wales, the Claim Form must be served at: Katten Muchin Rosenman UK LLP, Paternoster House, 65 St Paul's Churchyard, London EC4M 8AB (quoting reference JP1.JB1.ADM.390553.1)*



**What help can you expect from us in the event of an overbooked flight, a cancelled flight or a long delay?**

For further assistance, please contact our Airport Staff or [customerservices@thaairways.co.uk](mailto:customerservices@thaairways.co.uk)

*This Notice is required by Regulation (EC) 261/2004 of the European Parliament and of the Council of the European Union. The UK body designated for complaints concerning the above Regulation is the Civil Aviation Authority (CAA), Consumer Protection Group, CAA House, 45-59 Kingsway, London WC2B 6TE.*

## DENIED BOARDING NOTICE

### Applicability

The following rules shall apply:

- in respect of flights departing from an airport in the EU;
- on condition that you have a confirmed reservation on the flight concerned and present yourself for check-in as stipulated and at the time indicated in advance and in writing or electronically, or, if no time is indicated, not later than 45 minutes before the published departure time;
- only to passengers travelling at a fare available directly or indirectly to the public, or on tickets issued under a frequent flyer programme or other commercial programme;
- where Thai Airways International Public Company Limited is the operating carrier of the flight.

### Rules for Compensation and Assistance

Denied boarding is the refusal by an airline to carry a passenger on a flight, even though the passenger has presented him or herself for boarding under the conditions mentioned above under the heading Applicability, except when there are reasonable grounds to deny boarding, such as reasons of health, safety, security or inadequate travel documentation.

Before Thai Airways International Public Company Limited denies boarding for a flight, Thai Airways International Public Company Limited will call for volunteers to surrender their reservations, in return for benefits under conditions to be agreed, and also assistance as described in paragraph below as appropriate.

If an insufficient number of volunteers comes forward, and Thai Airways International Public Company Limited denies boarding to you against your will, Thai Airways International Public Company Limited will compensate you:

- (a) EUR 250 for all flights of 1500 kilometres or less;
- (b) EUR 400 for all intra-Community flights of more than 1500 kilometres, and for all other flights between 1500 and 3500 kilometres;
- (c) EUR 600 for all flights not falling under (a) or (b) of this paragraph.

The compensation referred to above shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with your signed agreement, travel vouchers and/or other services.

When you are offered re-routing to your final destination on an alternative flight as described below in paragraph I, (b) or (c), and the arrival time of the re-routed flight does not exceed the scheduled arrival time of the flight originally booked:

- (a) by two hours, in respect of all flights of 1500 kilometres or less; or
- (b) by three hours, in respect of all intra-Community flights of more than 1500 kilometres and for all other flights between 1500 and 3500 kilometres; or

(c) by four hours, in respect of all flights not falling under (a) or (b) of this paragraph.

Thai Airways International Public Company Limited may reduce the compensation described above by 50%.

In determining the distance, the basis shall be the last destination at which the denial of boarding will delay your arrival after the scheduled time. The distances shall be measured by the great circle route method.

**In addition, Thai Airways International Public Company Limited will offer you the following:**

#### I. A choice between:

(a) reimbursement within seven days by means provided for in Article 7(3) of Regulation (EC) 261/2004 of the full cost of your ticket, at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to your original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity; or

(b) re-routing, under comparable transport conditions, to your final destination, at the earliest opportunity; or

(c) re-routing, under comparable transport conditions, to your final destination at a later date at your convenience, subject to availability of seats.

#### II. And we will offer you, free of charge:

- (a) meals and refreshments in a reasonable relation to the waiting time; and
- (b) hotel accommodation in cases:
  - where a stay of one or more nights becomes necessary, or
  - where a stay additional to that intended by you becomes necessary;
- (c) transport between the airport and place of accommodation (hotel or other)
- (d) two telephone calls, telex or fax messages, or e-mails.

Unless you have volunteered to surrender your reservation, the assistance described above will apply without prejudice to any rights you may have under applicable law (including EU Directive 90/314 package travel) to further compensation, although any such assistance granted may be deducted from any such further compensation.

## FLIGHT CANCELLATION NOTICE

### Applicability

The following rules shall apply:

- in the event of the non-operation of flight which was previously planned to be operated by Thai Airways International Public Company Limited and in which at least one place was reserved;

- in respect of flights departing from an airport in the EU;

- on condition that you have a confirmed reservation;

- only to passengers travelling at a fare available directly or indirectly to the public, or on tickets issued under a frequent flyer programme or other commercial programme.

## Rules for Compensation and Assistance

**If your flight is cancelled, Thai Airways International Public Company Limited will offer you the following assistance:**

### I. A choice between:

- (a) reimbursement within seven days by means provided for in Article 7(3) of Regulation (EC) 261/2004 of the full cost of your ticket, at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to your original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity; or
- (b) re-routing, under comparable transport conditions, to your final destination, at the earliest opportunity; or
- (c) re-routing, under comparable transport conditions, to your final destination at a later date at your convenience, subject to availability of seats.

### II. In addition, we will offer you, free of charge:

- (a) meals and refreshments in a reasonable relation to the waiting time; and
- (b) two telephone calls, telex or fax messages, or emails.

**III. In the event of re-routing in connection with your cancelled flight, if the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, Thai Airways International Public Company Limited will also offer you:**

- (a) hotel accommodation in cases:
  - where a stay of one or more nights becomes necessary, or
  - where a stay additional to that intended by you becomes necessary; and
- (b) transport between the airport and place of accommodation (hotel or other).

### IV. Except when:

- you are informed of the cancellation at least two weeks before scheduled time of departure; or

- you are informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than two hours before the scheduled time of departure and to reach your final destination less than four hours after the scheduled time of arrival; or

- you are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing you to depart no more than one hour before the scheduled time of departure and to reach your final destination less than two hours after the scheduled time of arrival; or

- Thai Airways International Public Company Limited can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.