

# Conditions of Carriage

Domestic

International

Codeshare

Passenger Rights

Europe



## IndiGo's Notice to Passengers

This notice is issued pursuant to REGULATION (EC) No 261/2004 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 February 2004 ('EU261 Regulation') establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights ('Notice').

This Notice is applicable only for passengers on IndiGo flights including the flights operated under dry, wet/damp leases, departing from members of the European union.

Passengers are entitled to avail or exercise certain rights on the occurrence of the following events:

### **I. Denied Boarding:**

- a) As a policy IndiGo does not overbook its flight. However, in case of overbooked situation, resulting in customers being Denied Boarding against their will, IndiGo shall:
  - b) At first, call for Volunteers to surrender their seats/Bookings and will be assisted in accordance with reimbursement or re-routing, as mentioned under clause VI (2) of this Notice, below.

Additionally, IndiGo will provide benefits to the passengers as agreed between them and IndiGo at the time of voluntary Denied Boarding.

- c) If an insufficient number of Volunteers come forward, IndiGo will compensate passengers who have been Denied Boarding against their will, by:
  - (i) Providing them compensation, in accordance with clause VI(1) of this Notice; and
  - (ii) Assist them with reimbursement or re-routing, as applicable and specified under clause VI(2); and
  - (iii) Assist them with care as specified under clause VI(3) of this Notice.

### **II. Cancellation:**

If a flight is cancelled by IndiGo without any 'extra-ordinary circumstances', IndiGo shall:

- a) offer reimbursement of the Ticket or re-routing to the Final Destination as per the '**Right to reimbursement or re-routing**' in accordance with clause VI(2) of this Notice.
- b) offer assistance under '**Right to Care**', in accordance with clause VI(3)(a) and VI (3)(d) of this Notice. Further, the '**Right to Care**' as specified under clause VI (3)(b) and VI (3)(c) of this Notice, will also be offered, if the expected time to departure of the new flight is at least the day after the departure of the originally planned flight.

c) Provide compensation as per 'Right to Compensation' mentioned under clause VI(1) of this Notice.

**DISCLAIMER: INDIGO WILL NOT BE LIABLE TO PAY COMPENSATION, IF THE PASSENGER WAS INFORMED OF THE CANCELLATION:**

- (i) at least two weeks before the scheduled time of departure; or
- (ii) between two weeks and seven days before the scheduled time of departure and offered re-routing, allowing them to depart no more than two hours before the scheduled time of departure and to reach the Final Destination less than four hours after the scheduled time of arrival; or
- (iii) 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 the Final Destination less than two hours after the scheduled time of arrival.

**III. Delay:**

- a) When the flight is expected to be delayed beyond its scheduled time of departure:
  - (i) for two hours or more in the case of flights of 1,500 kilometres or less; or
  - (ii) for three hours or more in the case of all intra-Community flights of more than 1,500 kilometres and of all other flights between 1,500 and 3,500 kilometres; or
  - (iii) for four hours or more in any case of all flights not falling under (i) and (ii) above.

The passengers shall be provided assistance as specified under clause VI(3)(a) and VI(3)(d) of this Notice.. When a reasonable time of departure is at least the day after then the departure previously announced, IndiGo shall also provide the hotel accommodation(s) as mentioned under clause VI(3)(b) of this Notice.

- b) When the flight is delayed by at least five hours, IndiGo shall provide the assistance as specified under clause VI(2) (a) (i) & (ii) of this Notice.

**IV. Upgrading and downgrading:**

- a) Upgrading: In case a passenger is upgraded to a class higher than the one Ticket is purchased for by IndiGo. IndiGo will charge no supplementary payment for such an upgrade.
- b) Downgrading: If IndiGo places a passenger in a class lower than the one Ticket is booked for. IndiGo shall reimburse the passenger, within 7 days, as follows:
  - (i) 30% of the price of the Ticket for all flights of 1500 kilometers or less;
  - (ii) 50% of the price of the Ticket, for all flights between 1500 and 3000 kilometers;
  - (iii) 75% of the price of the Ticket for all flights not falling under (i) and (ii) above.

**V. Persons with Reduced Mobility or special needs:**

- a) IndiGo shall give priority to carrying Persons with Reduced Mobility and any persons or certified service dogs accompanying them, as well as unaccompanied children.

b) In cases of Denied Boarding, Cancellation and delays of any length, Persons with Reduced Mobility and any persons accompanying them, as well as unaccompanied children, shall have the '**Right to Care**' in accordance with clause VI(3) of this Notice, specified below, as soon as possible.

**VI. Subject to the above-mentioned events, passengers are entitled to the following rights:**

**1. Right to Compensation:**

a) Where a reference is made to this clause and its sub-clauses, passengers shall receive compensation amounting to:

- (i) EUR 250 for flights of 1,500 kilometres or less;
- (ii) EUR 400 for all intra-Community flights of more than 1,500 kilometres, and for all other flights between 1,500 and 3,500 kilometres;
- (iii) EUR 600 for all flights not falling under (i) or (ii).

b) The above-mentioned compensation in clause (a), will be reduced by fifty percent (50%), if passengers are offered re-routing to their Final Destination on alternative flight and the arrival time of such flight does not exceed the scheduled arrival time of the flight originally booked by:

- (i) by two hours, in respect of all flights of 1500 kilometres or less; or
- (ii) 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
- (iii) by four hours in respect of all flights not falling under (i) or (ii).

c) The compensation paid under this clause VI(1)(a), shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with the signed agreement of the passenger, in travel vouchers and/or other services.

**2. Right to reimbursement or re-routing:**

a) Where a reference is made to this clause and its sub-clauses, IndiGo shall offer the following choices to the passengers:

(i) reimbursement within seven (7) days by the means provided under clause VI(1) (c), of the full cost of the 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 the passenger's original travel plan, together with, **when relevant**,

(ii) a return flight to the first point of departure, at the earliest opportunity;

b) re-routing under comparable transport conditions, to the Final Destination at the earliest opportunity; or

c) re-routing under comparable transport conditions, to the Final Destination at a later date at the passenger's convenience, subject to availability of seats.

d) In case, where a town, city or region is served by several airport and a flight is offered to an alternate airport to which the booking was made, IndiGo shall bear the cost of transferring the passenger from that alternative airport either to the airport where booking was made or to an agreed close by destination.

### **3. Right to Care:**

Where a reference is made to this clause and its sub-clauses, IndiGo shall offer, free of charge:

- a) meals and refreshments in a reasonable relation to the waiting time;
- b) hotel accommodation in cases:
  - (i) where a stay of one or more nights become necessary; or
  - (ii) where a stay additional to that intended by the passenger becomes necessary.
- c) transport between airport and place of accommodation (hotel or other).
- d) two telephone calls, telex or fax messages or emails.
- e) IndiGo will pay particular attention to the needs of Persons with Reduced Mobility and any person accompanying them, as well as need of unaccompanied children.

### **VII. Customer Grievance Redressal**

At IndiGo, we strive to achieve the highest level of customer satisfaction, and our teams are well trained to address your concerns. However, in the event you feel dissatisfied with our service, please contact us through any of the following means:

1. Write to the Nodal Officer: Isha Gandhi
2. Email: [NodalOfficer@goidigo.in](mailto:NodalOfficer@goidigo.in)
3. Write to the Appellate Authority: Pratik Arjun Sen  
Email: [AppellateAuthority@goidigo.in](mailto:AppellateAuthority@goidigo.in); or
4. Contact at: [customer.experience@goidigo.in](mailto:customer.experience@goidigo.in) and/or
5. Our airport teams at various airports will be more than happy to help you.

### **VIII. Definitions:**

1. "**Ticket**" means a valid document giving entitlement to transport, or something equivalent in paperless form, including electronic form, issued or authorised by the air carrier or its authorised agent.
2. "**Reservation**" means the fact that the passenger has a Ticket, or other proof, which indicates that the reservation has been accepted and registered by the air carrier.
3. "**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.
4. "**Person with Reduced Mobility**" means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special attention and adaptation to the person's needs of the services made available to all passengers.
5. "**Denied Boarding**" means a refusal to carry passengers on a flight, although they have presented themselves for boarding with confirmed reservation/booking of the concerned flight, except where there are reasonable grounds to deny them

boarding, such as reasons of health, safety or security, or inadequate travel documentation.

6. "**Volunteer**" means a person who has presented himself for boarding for the flight they hold a reservation/booking, and responds positively to the air carrier's call for passengers prepared to surrender their reservation in exchange for benefits.
7. "**Cancellation**" means the non-operation of a flight which was previously planned and on which at least one place was reserved.
8. For any other definition, rights and details, please refer to the EU261 Regulation, hosted [here](#)

---

## Thailand



### IndiGo's Notice to Passengers- Thailand

This notice is issued pursuant to the Thailand Civil Aviation Board Regulations 101 ('**CAB Regulation 101**') establishing rules on compensation and assistance to passengers in the event of denied boarding, cancellation or long delay of flights ('**Notice**').

#### **Article 1: Applicability:**

- a) This Notice is applicable only for passengers on IndiGo flights including the flights operated under dry, wet/damp leases, departing from Thailand.
- b) If your flight is cancelled or is subject to a long delay, or if you are denied boarding on a flight for which you hold a valid reservation/booking; and
- c) You have presented yourself timely for check-in, at the requisite time accepted for travel by IndiGo; and/or
- d) You have not been precluded from boarding the flight by reason of application on IndiGo's [Conditions of Carriage](#) or for any other reasonable grounds such as reasons of health, safety, security or inadequate travel documentation, etc., you are entitled to certain rights and offerings in accordance with the CAB Regulation 101.

**DISCLAIMER- INDIGO WILL NOT BE OBLIGATED TO PROVIDE ANY COMPENSATION FOR DELAY, DENIED BOARDING OR CANCELLATION WHICH IS CAUSED DUE TO EXTRAORDINARY CIRCUMSTANCES, BEYOND INDIGO'S CONTROL.**

#### **Article 2: Delay:**

When a flight is delayed beyond its scheduled departure time :

- a) **For more than 2 hours:**
  - i) Passengers are entitled to receive food and beverages, or food voucher to buy such food and beverages as appropriate with the mealtime and the waiting period prior to boarding the aircraft;
  - ii) Necessary and appropriate communications facilities such as telephone calls or e-mails, etc.

- b) **For more than 5 hours:**

Along with offerings as mentioned under point no (a) above, passengers will be entitled for compensation as follows:

- i) Compensation in cash of 1,500 Thai Baht or equivalent currency, in the original mode of payment, or provide credit shell, travel voucher, as selected by the passenger;
- ii) Overnight accommodation during the waiting period (if applicable), as well as appropriate transportation between the airport and accommodation;

- iii) If the passenger does not wish to proceed with the flight, they can seek reimbursement/refund of the Tariff paid for the parts of the journey not made or, receive the same in the form of a credit shell or travel voucher.

c) For more than 10 hours:

Along with offerings as mentioned under point no (a) above, IndiGo shall accommodate as follows:

- i) Compensation based on the distance of the scheduled flights, shall be offered in cash, credit shell or travel voucher, for the passengers to select:

| Flight distance             | Compensation amount |
|-----------------------------|---------------------|
| 1,500 km or less            | THB 2,000           |
| Between 1,500 km – 3,500 km | THB 3,500           |
| More than 3,500 km          | THD 4500            |

- ii) Overnight accommodation during the waiting period (if applicable), as well as appropriate transportation between the airport and accommodation.
- iii) If passenger(s) do not wish to proceed with the flight, they have one (1) of the following options:
  - 1) Reimbursement of fare paid in full amount for the parts not used, in the original mode of payment or in the form of a credit shell or travel voucher, as requested by the Customer; or
  - 2) Re-routing the flight to the destination specified in the ticket or to the alternative destination close to the original destination at the earliest opportunity; or
  - 3) An offer of other appropriate means of transport to the destination specified in the ticket.

To avail such compensation, please refer to Article 6 of this Notice.

**Article 3: In case of Tarmac delay:**

In a delayed situation where the passengers have already boarded the aircraft, they are entitled to compensation as mentioned under Article 2 above. Additionally, passengers are entitled to proper ventilation, an appropriate cabin temperature, lavatory facilities and medical assistance adequately and urgent medical assistance (if required).

They may also be allowed to disembark if the delay is expected to be exceeding three (3) hours, except such disembarkation in any way affect the safety or security or in a case concerning air traffic management. Such disembarkation, will be at sole discretion of IndiGo.

**Article 4: Denied boarding:**

**Clause (A):** (1) IndiGo will provide food and beverages, or food vouchers to buy food and beverage as appropriate meal time and the waiting period prior to boarding the aircraft;

(2) Access to means of communication, such as a telephone call or email;

(3) Overnight accommodation during the waiting period (if applicable), as well as appropriate transportation between the airport and accommodation.

**Clause (B): Compensation**

If eligible, passengers will receive monetary compensation based on the distance of the affected flight:

- a) In case of 'Voluntary Denied boarding' compensation shall be processed within fourteen (14) working days.
- b) In case of 'Involuntary Denied boarding' compensation payment shall be made immediately.
- c) Passengers can choose to receive the same in cash or credit shell or travel voucher.

| Flight distance             | Compensation amount |
|-----------------------------|---------------------|
| 1,500 km or less            | THB 2,000           |
| Between 1,500 km - 3,500 km | THB 3,500           |
| More than 3,500 km          | THD 4500            |

#### Clause (C): Re-routing or Reimbursement:

In addition to Clause (A) and (B), IndiGo will provide an option to choose between 'option A or option B' as mentioned below:

##### Option A – Reimbursement:

- a) If passenger chooses not to travel, reimbursement/refund of the unused portion(s) of your ticket and other fees paid for the part(s) of the journey not made, can be made to the original mode of payment or credit shell or travel voucher, as selected by the passenger.

##### Option B: Re-routing:

- a) Passenger can choose to travel on an alternative flight(s) to their destination (as indicated on their original reservation/booking) or nearby airport, at their convenience and subject to availability. Transport will be provided to your destination airport if re-routed to an alternate airport.
- b) Offer other appropriate means of transportation, if acceptable to passengers, to the destination specified in their reservation/booking or closer to the destination.

#### Article 5: Cancellation:

- a) If the flight has been cancelled by IndiGo, for which a passenger holds a valid reservation/booking, they are entitled to compensation mentioned under this section. It is to be noted, there is no right to compensation when the passenger has been informed of the cancellation and the alternative for travel:
  - i) at least 7 days before the scheduled time of departure; or
  - ii) the time mentioned above can be shorter in case the alternative flight departs no more than 3 hours before or after the originally scheduled time of departure and reaches the destination less than 3 hours before or after the scheduled time of arrival; or
  - iii) if such cancellation is caused due to any extra-ordinary circumstances, i.e., beyond IndiGo's control.
- b) Other than the circumstances listed above in point no. (i), if the flight is cancelled by IndiGo, IndiGo will provide and offer compensation as per Article 4 'Denied Boarding' above.

#### Article 6: Involuntary downgrade:

In the event, if a passengers is involuntarily downgraded to a class lower than the class booked by the passenger, IndiGo will provide them with a proportional reimbursement of the airfare paid (excluding any additional charges or fees), as detailed below:

| Flight distance | Reimbursement amount (proportional amount of fare paid) |
|-----------------|---|
|                 |   |

|                             |     |
|-----------------------------|-----|
| 1,500 km or less            | 30% |
| Between 1,500 km - 3,500 km | 50% |
| More than 3,500 km          | 75% |

This will be calculated based on the flight distance of the original ticket from which the passenger was downgraded.

#### Article 7: Customer Grievance Redressal:

- a) In case you are entitled to any compensation and/or reimbursement , they can submit their request at [experience@goindigo.in](mailto:experience@goindigo.in), together with the relevant flight and passenger details such as date, time, flight number of the concerned flight including reason for requesting compensation (i.e., delay, denied boarding or cancellation by IndiGo). Passengers should also provide details of communication i.e., mobile phone and email address.
- b) Any reimbursements/refunds required to be processed under this Notice, shall be refunded as follows:
  - i) Any reimbursements/refunds or compensation to be paid in 'cash' – will be processed within fourteen (14) days.
  - ii) Any payments made by 'credit cards' – will be processed within forty-five (45) days
  - iii) In case a ticket is purchased through the 'travel agent'– such reimbursements/refunds will be processed within sixty (60) days.
  - iv) If passengers agree to receive the reimbursements/refunds in the form of other benefits i.e., in credit shell or travel voucher, your reimbursements/refunds we will proceed within seven (7) days.

Note: These timelines will be adhered only when IndiGo or travel agent receives, the complete and accurate details as mentioned above, from the passengers.

- c) At IndiGo, we strive to achieve the highest level of customer satisfaction, and our airport teams are well trained to address your concerns. However, in the event you feel dissatisfied with our service, please contact us through any of the following means:
  - i) Write to the Nodal Officer: Isha Gandhi  
Email: [NodalOfficer@goidigo.in](mailto:NodalOfficer@goidigo.in)
  - ii) Write to the Appellate Authority: Pratik Arjun Sen  
Email: [AppellateAuthority@goidigo.in](mailto:AppellateAuthority@goidigo.in); or
  - iii) Contact at: [experience@goidigo.in](mailto:experience@goidigo.in).

#### Article 8 : Important Information:

Should you have any queries about this regulation or in case you wish to lodge your complaint if IndiGo violates or fails to comply with this regulation, you can contact the Civil Aviation Authority of Thailand at <https://complaint.caat.or.th/>

#### Article 9:

For any other definition, rights and details, please refer to the English translation of the CAB Regulation 101, hosted [here](#).