

# Conditions of Carriage

Domestic

International

Codeshare

Passenger Rights

**These Conditions of Carriage form a binding and enforceable contract of carriage by air between IndiGo and Customer(s).**

## 1. Definitions and Interpretation ^

The capitalized terms used in these Conditions of Carriage will have the meanings ascribed to them below.

### 1.1 Definitions

- **"Add-on Services"** means additional services offered by IndiGo to Customers on a chargeable basis as described under Clause 5.1 of this Conditions of Carriage.
- **"Airline GSTIN"** means the GSTIN(s) used by an airline for issuance of invoice to Customers for the Booking.
- **"Airport Charges"** means PSF, UDF, ASF or any other similar fees charged by an airport operator including Airports Authority of India, from the Customers.
- **"Aviation Security Fees" or "ASF"** means aviation security fee collected by IndiGo in relation to a Booking, from each Customer per Sector, for and on behalf of airport operators in India.
- **"Baggage"** means Customer's luggage/items containing personal property carried along by him/her in connection with the journey to be undertaken. Unless otherwise specified, it consists of both Checked-in Baggage and Hand Baggage.
- **"Baggage Identification Tag"** means a document issued solely for identification of Checked-in Baggage and is attached to each piece of Checked-in Baggage.
- **"Baggage Tag"** means the tag/receipt issued by IndiGo to a Customer at the time of web check-in or at the airport kiosk, as applicable which relates to the carriage of Customer's Checked-in Baggage and is affixed to the boarding pass as applicable.
- **"Booking"** means a confirmed booking made in IndiGo's database subject to the receipt by IndiGo of full payment from a Customer (made either by or on behalf of a Customer), and the issuance of a valid confirmation number or PNR or E-ticket number by IndiGo or IndiGo's Travel Agent, as the primary record of the reservation.
- **"Billing & Settlement Plan (BSP)"** BSP is a system designed to facilitate and simplify the selling, reporting and remitting procedures of IATA Accredited Passenger Sales Agents.
- **"Checked-in Baggage"** means Baggage which is carried by IndiGo for Customers for which a Baggage Tag has been issued by IndiGo and does not include a Hand Baggage.
- **"Child/Children"** means a child over the age of 2 (two) years and under the age of 12 (twelve) years, as on the date of travel of the onward and return journey (if any under the same PNR).
- **"CGST"** means a tax leviable on the intra-state supply of goods and services under the Central Goods and Services Tax Act, 2017.
- **"Codeshare Flight"** means a flight operated by a Codeshare Partner pursuant to a codeshare arrangement with such Codeshare Partner.
- **"Codeshare Partner/Partner"** means an operating carrier that operates flights with IndiGo's airline designator code.
- **"Conditions of Carriage/ IndiGo's CoC"** means the conditions that form a legally binding and enforceable contract of carriage between IndiGo and a Customer, that are available on the Website

and are incorporated by reference in the Itinerary issued to Customers for Bookings made through the Website or through Travel Agents. The Conditions of Carriage shall be subject to change from time to time, based on applicable law or at IndiGo's sole discretion.

- **"Connected Segments"** means 2 (two) or more Flight Segments that are connected by virtue of the connectivity offered by IndiGo between them and operated by IndiGo under a common PNR.
- **"Convenience Fee"** means a non-refundable fee applicable per person per flight for Net banking/Credit Cards/Debit Cards payments collected by the airlines when booking is done through IndiGo's website, for establishing, maintaining and operating the online flight booking system. However, there is no Convenience Fee on IndiGo's Stretch and Stretch+ offerings.
- **"Credit Shell"** means a credit note issued by IndiGo to a Customer, on account of any adjustment in the taxable value of services to be offered by IndiGo and any compensation to be provided to Customers under applicable law which may include redressal of any Customer grievance in terms of the provisions of these Conditions of Carriage.
- **"Customer"** means any person, except members of IndiGo's crew, carried or to be carried in an aircraft by IndiGo, pursuant to a Booking.
- **"Customer GSTIN"** means the GSTIN mentioned by a Customer, its authorised representative or agent in the Booking.
- **"Damage"** means death or bodily injury to a Customer, loss, or other damage to a Customer's Checked-in Baggage, arising out of or in connection with carriage on an IndiGo aircraft or other incidental services performed by IndiGo.
- **"Denied Boarding"** Denied Boarding means refusal to carry a Customer holding confirmed ticket on a flight although he/she has presented himself/herself for check in / boarding within the time specified by the airline, except where there are reasonable grounds to refuse carriage such as reasons of health, safety or security, or inadequate travel documentation.
- **"DGCA"** shall mean the Directorate General of Civil Aviation, a Regulatory Authority responsible for regulation of air transport services to, from or within India.
- **"Electronic Cigarette"** or **"E-Cigarette"** means an electronic device that heats a substance with or without nicotine and flavours, to create an aerosol for inhalation and includes all forms of "Electronic Nicotine Delivery System", heat not burn products (heated tobacco products), electronic hukkah or any other similar devices, by whatever name called and whatever shape, size or form, but does not include any products licensed under the Drugs and Cosmetics Act, 1940.
- **"Emergency Exit Seats"** means the seats in the emergency exit rows of an aircraft, namely the:
  - (a) 12th and 13th rows in an A320 aircraft;
  - (b) 18th, 19th and 28th rows in an A321 aircraft with 4 over-wing exits and 222 seats;
  - (c) 18th and 28th rows in an A321 aircraft with 2 over-wing exits and 222 seats;
  - (d) 18th, 19th, 28th and 29th rows in an A321 aircraft with 4 over-wing exits and 232 seats;
  - (e) 18th, 28th and 29th rows in an A321 Dual Class aircraft with 3 over-wing exits and 220 seats; and
  - (f) 1st and 2nd rows in an ATR aircraft.
- **"E-ticket"** means an Itinerary or any other document issued by IndiGo, its partners or IndiGo's Travel Agent to Customers evidencing a confirmed Booking in IndiGo's database.
- **"Fit to Fly Certificate"** means a certificate provided by a qualified registered medical practitioner/doctor indicating that a Customer is 'fit to fly'.
- **"Flight Segment" or "Route"** means a single segment of an IndiGo flight from the point of departure to the point of arrival.
- **"Force Majeure"** means the occurrence of unusual or unforeseeable circumstances that are beyond IndiGo's control, the consequences of which could not have been avoided even if all due care had been exercised by IndiGo to prevent such occurrence i.e. extra ordinary circumstances beyond the control of IndiGo, including without limitation political instability, natural disaster and other acts of God and nature, pandemics, lockdowns, wars, insurrection, riots, floods, explosion, government regulation, order or requirements affecting the aircraft, strikes, labour disputes, slow down or interruption of work, cancellation and delays clearly attributed to air traffic control, metrological conditions, acts of terrorism, security risks, hostilities, disturbances, shortage of critical manpower,

parts or materials, mechanical, technical, or operational issues or failures, or any other factors that are beyond the control of IndiGo, which affects its ability to operate flights on schedule.

- **"Gate No-Show"** means a Customer who has checked-in for an outbound flight within the stipulated check-in timelines, but fails to report at the boarding gate 25 (twenty-five) minutes prior to the departure of the outbound flight.
- **"GST"** means goods and service tax, which is an indirect tax leviable on the supply of goods and services, and includes SGST, CGST, UTGST, IGST or a combination thereof.
- **"GSTIN"** means a unique goods and services tax identification number issued to the person duly registered with the relevant government authority.
- **"Hand Baggage"** means any piece of Customer's Baggage, other than Checked-In Baggage, which a Customer is permitted to carry in a flight, in accordance with the Conditions of Carriage and other applicable laws.
- **"IGST"** means the integrated goods and services tax which is a component of GST and is leviable on the supply of goods and services in the course of inter-state trade or commerce under the Integrated Goods and Service Tax Act, 2017.
- **"INR"** means Indian Rupees, which is the lawful currency of India.
- **"Infant"** means a child over the age of 3 (three) days and under the age of 2 (two) years, as on the date of travel of the onward and of the return journey (if any, under the same PNR).
- **"Invoice"** means an invoice issued by IndiGo to a Customer or GSTIN holder in relation to a Booking or any other service provided by IndiGo to the Customer, in accordance with the GST regulations.
- **"Itinerary"** means a document that IndiGo issues to a Customer (pursuant to a Booking) containing the Customer's name, contact details, flight information, booking reference number, break-up of the constituents of Tariff, an extract of the Conditions of Carriage and/or link to such conditions.
- **"No-Show"** means a Customer who fails either to check-in at the checking kiosk/counter or to complete web check-in, 60 (sixty) minutes prior to the departure of the outbound flight and fails to cancel his/ her Booking, at least 3 (three) hours before the departure of the outbound flight.
- **"No-Show Charges"** means the amount of Tariff that will be retained by IndiGo in the event of a No-Show, after deduction of the Airport Charges excluding GST.
- **"On-hold Booking"** means a Booking made by a Customer through any Booking channel of including the call centre, airport counters, Website or mobile application of IndiGo, which is kept on hold, and is confirmed only if the payment for such a Booking is made by the Customer within the period of time indicated by IndiGo at the time of Booking. The Booking shall stand cancelled if the payment is not made within such prescribed period of time.
- **"PNR"** means a passenger name record, which is a unique Booking reference number that identifies a Customer's Booking in IndiGo's database or Partner's database, for a Flight Segment or a Connected Segment.
- **"Passenger Service Fee" or "PSF"** means the passenger service fee collected by IndiGo per sector from each Customer on behalf of the airport operators at the stipulated rate.
- **"Points of Sale"** mean Website, IndiGo's mobile application available on IOS and Android, IndiGo's call centre, IndiGo's airport counters, IndiGo's partners and Travel Agents.
- **"Promotional Airfare"** means a class of Tariff which is lower than the Tariff available on the relevant date, by virtue of one or more Sectors booked under a common PNR, or the Tariff prescribed under any other promotional scheme.
- **"Regulatory Authority"** means any statutory, government or quasi-judiciary, commission, court or authority (either at the Union, State or Local level) incorporated under a statute or functioning within the purview of applicable laws.
- **"Sector"** means one or more consecutive Flight Segments, having the same flight number.

- **“Self-offloading”** means a voluntary act of off-loading/ disembarking by Customers after boarding an aircraft, as detailed under clause 9.5 of this Conditions of Carriage.
- **“SGST”** means state goods and services tax which is a component of GST, and is levied on the supply of goods and services in the course of intra-state trade or commerce under the State Goods and Service Tax Act of the respective states in India.
- **“Stopover”** means a scheduled stop during a Customer’s journey, not exceeding 12 (twelve) hours, at a point between the place of departure and the place of destination.
- **“Tariff”** means the determined and published fare inclusive of applicable taxes, fees and Airport Charges.
- **“Tariff Types”** mean various types of fares offered by IndiGo to Customers, including different fares for different class (i.e., ‘Economy’ or ‘Business class’), such tariff types (fare products) are dynamic and may change by IndiGo from time to time, [click here](#) to know
- **“Travel Agent”** means a third-party travel agency that makes Bookings on behalf of Customers for air travel and other ancillary services on IndiGo flights, and accepts consideration for the same from Customers. For the avoidance of doubt, a Travel Agent is an independent entity facilitating Bookings and is not a representative of IndiGo.
- **“User Development Fee” or “UDF”** means the user development fee levied by an airport operator and collected by IndiGo, at the prevailing rates, on arriving or departing Customer per Sector, as applicable.
- **“UTGST”** means union territory goods and services tax leviable on the supply of goods and services, in the course of trade or commerce within any of the union territories of India, under the Union Territory Goods and Services Tax Act, 2017.
- **“we”/“our”/“ourselves”/“us”/“Carrier”/“IndiGo”** means InterGlobe Aviation Limited.
- **“Website”** means the website of InterGlobe Aviation Limited with URL [www.goindigo.in](http://www.goindigo.in), on which Customers can make Bookings and access other information about IndiGo.

## 2. Interpretation

The title or heading of each paragraph of the Conditions of Carriage is for convenience only and may be ignored for the purposes of interpretation.

The references to ‘Civil Aviation Requirements’ (CARs) issued by DCGA in these Conditions of Carriage shall mean the most recent version of CARs with all the amendments.

## 3. Applicability

These Conditions of Carriage shall apply only if the origin and destination of a Flight Segment is within India. In case any of the origin or destination of a Flight Segment is outside India, IndiGo’s Conditions of Carriage for international travel and relevant Passenger Rights shall apply.

## 4. Overriding Law

These Conditions of Carriage are applicable to the Booking, except to the extent they are inconsistent with Tariffs or applicable law, in which events such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is or becomes invalid or is held to be unenforceable under applicable law, the remaining provisions of these Conditions of Carriage shall remain valid and continue to be enforceable.

## 5. Bookings – General Provisions, Payments & Invoices.

### 5.1 General Provisions

The 'Booking' constitutes an evidence of the contract of carriage (except in the case of On-Hold Booking) between IndiGo and the Customer named in the Booking. All Bookings are subject to these Conditions of Carriage.

IndiGo will permit carriage only to the Customer(s) named in the Booking, subject to (i) valid proof of identification being produced at the time of travel by the relevant Customer as mandated by Regulatory Authorities; and (ii) any other requirements imposed by law, regulations or IndiGo's policies.

A Customer is responsible to ensure that at the time of Booking, correct contact details of the Customer (for example, valid mobile number and email address) and all necessary particulars are provided to IndiGo, either by the Customer or the Customer's Travel Agent for each city in the Customer's Itinerary including the applicable country and area codes. Any verification or rectification by the Customers in the particulars mentioned in the Booking/Itinerary should be done no later than 24 hours from the time of the Booking.

The above will assist IndiGo in (i) informing Customers of any changes in relation to the flight on which they are booked for. e.g. delay, cancellation *etc.*, (ii) issuing Invoices to Customers, and (iii) providing any other relevant information to Customers.

An Itinerary is sent to the email address of a Customer after completion of Booking. A Booking in IndiGo's official database is the primary record of carriage, and in the event of any discrepancy or conflict between an Itinerary and a Booking in IndiGo's official database, the Booking retrieved from IndiGo's official database will prevail.

Some Bookings may be made at discounted Tariffs, which may be partially or completely non-refundable. It is clarified that IndiGo does not issue open Bookings, i.e. a Booking without having a specific date, Sector, Route and time of travel.

Bookings and corresponding payments may be made at any Point of Sale. All Customers making Bookings at Points of Sale including through Travel Agents, are deemed to have agreed to be bound by these Conditions of Carriage.

A Booking is valid from the date the Booking was made until the last date of travel mentioned in the Booking. The Bookings or parts thereof, where respective Customers fail to travel or check-in as per the terms of the Booking, are non-refundable (except airport charges as applicable), and will expire in accordance with the Conditions of Carriage.

## **5.2 Add-on services and other services offered by IndiGo to Customers**

IndiGo offers certain Add-on services such as seat selection, pre-paid snacks and pre-paid excess Baggage allowance to Customers, which can be availed by Customers in relation to their travel on IndiGo flights, on board the aircraft and at selected airports. A Customer may book such add-on services at the time of making a Booking or there after. Click [here](#) to access detailed description of Add-on services and related terms and conditions.

IndiGo also offers Customers an option to travel on a flight departing earlier than the flight on which the original Booking has been made by a Customer, through its service 'IndiGo Early'. The departure time of such alternative flight should not be more than 4 (four) hours earlier than the departure of the flight under the original Booking. A Customer may avail services under IndiGo Early only if the Customer is physically present at the airport before the departure of the flight under the original Booking, and makes a request for Booking on the alternative flight before the check-in process for the alternative flight is completed. Click [here](#) to access other terms and conditions for availing services under IndiGo Early.

In addition, IndiGo offers Customers an option to purchase gift vouchers, which can be used for booking of IndiGo flights and other services provided by IndiGo. Click [here](#) to purchase gift vouchers offered by IndiGo.

Hot snacks and beverages are not available on ATRs and on any flight that has a total flight time of less than sixty (60) minutes. Further, complimentary drinking water is offered on all IndiGo flights.

Customers have the option to pre-book their meals before the departure of their flights as per availability on IndiGo's website. However, pre-booked meals shall be served or merchandise shall be sold to Customers on the basis of availability. Customer will not be entitled to a specific food item, beverage or

merchandise (even if such food item, beverage or merchandise is pre-booked) if it is unavailable, and IndiGo shall not be liable and responsible to Customers for its unavailability. The meals will be served to Customers in the order of their seating.

Customers shall make requisite inquiries in relation to the food and beverages offered or sold by IndiGo at the time of Booking and ensure that they are not allergic to the contents of such food or beverages. IndiGo shall not be liable for any claims and damages to a Customer due to any allergies or illness on account of consumption of food offered or sold by IndiGo to the Customer.

For food and beverages services of IndiGo's Stretch and Stretch+, [click here](#).

### 5.3 Payments & Invoices:

IndiGo accepts Diners Club, MasterCard, VISA, Amex, Rupay cards, Maestro, digital wallets, net banking and payments through united payments interface (UPI) for Bookings made through the Website and IndiGo's mobile application. IndiGo accepts Visa credit cards and MasterCard credit cards issued by banks for Bookings made through IndiGo's Call Centre. The usage of these cards, as a mode of payment, is governed by the terms and conditions framed by the respective banks issuing such cards. IndiGo does not accept cheques as a mode of payment for Bookings.

A Customer shall be responsible to ensure that the full payment of the Tariff against a particular PNR is successfully received by IndiGo at the time of making a Booking, at any Points of Sale. In case, IndiGo's Booking system does not acknowledge the receipt of payment on account of any technical error or on non-receipt of payment from the bank or any default of payment for any reason whatsoever, IndiGo shall not be responsible for the non-carriage of the said Customer(s) under the said PNR, or for any liability thereof. If any payment is received by IndiGo's Booking system for any Booking, and such payment is found to be, or suspected to have been, made fraudulently or unlawfully, IndiGo shall have the absolute right and discretion to reverse such payment and/or cancel such Booking. Customers acknowledge and accept that in such a situation IndiGo shall not be held responsible for the carriage of the said Customer(s) under the said Booking, or for any consequential, direct or indirect liability thereof.

Where cash is the mode of payment for Bookings made at IndiGo's airport counters, such payments are subject to an overall limit of Rupees INR 1,99,999 (One Lakh Ninety Nine Thousand Nine Hundred and Ninety Nine) against any 1 (one) PNR. Any payments in excess of such overall limit will not be accepted at the airport counters, under any circumstances.

**For Cards issued outside India:** Customers who have used cards issued outside India, as a mode of payment for Bookings, may receive a verification call in relation to such payment. It is mandatory for the Customers travelling on such Bookings to carry the original card or a signed copy of the card used for making the Booking at the time of check-in.

If a payment transaction is not verified, the amount will be refunded, and an email notification will be sent to the Customer to make the payment towards such Booking by way of any of the prescribed alternative modes of payment, within the timelines prescribed by IndiGo, failing which the payment transaction may be cancelled.

### Customer's GSTIN

A Customer holding a GSTIN may itself or through its representative or Travel Agent provide details of the GSTIN held by him/her to IndiGo, at the commencement of the process of Booking and before generation of the PNR. A Customer shall be solely responsible for validity and correctness of the GSTIN in the Booking. IndiGo will not assume any responsibility for verifying the validity and correctness of the Customer GSTIN. If a Customer has not mentioned the GSTIN in the Booking or has mentioned an invalid or incorrect GSTIN, IndiGo will not be held responsible and will not accommodate any request for inclusion or change in the Customer GSTIN in the Booking. The applicable GST will be charged to a Customer based on the Customer's GSTIN and the Airline GSTIN relevant for the Booking. Only one Customer GSTIN can be mentioned against one PNR.

### Issuance of Invoice to Customers

#### 1. Invoices for Bookings:

Once a Booking has been made by a Customer, an Invoice for such booking shall be sent in the



name of that Customer to its email address, within 30 (thirty) days of the Booking. This is also applicable for Customer who is a GSTIN holder and have provided their GSTIN number to IndiGo at the time of Booking. Additionally, a Customer may download the Invoice using his/her PNR on the Website within 30 (thirty) days of making the Booking. Invoices shall be denominated in INR, even in cases where the payment is made in a currency other than INR.

In case of any change in a Booking by a Customer as per the provisions of Clause 7.1 of these Conditions of Carriage, the Customer will receive an Invoice for the total Tariff paid by the Customer for the revised Booking.

A Customer shall not receive any Invoice if a Booking is cancelled by the Customer within a period of 24 (twenty-four) hours of making the Booking.

2. Invoices for on-board sale of food, beverages and merchandise (Pre- booked and Cash sale on-board):

For on-board sale of food, beverages and merchandise to Customers, IndiGo shall issue payment receipts as per the applicable law. For this purpose, Customers shall ensure to provide and declare correct identification (PNR/booking reference & name), contact details (mobile number & email Id) and respective seat numbers on the flight, as applicable. Customers agrees & acknowledges to bear liability in providing correct details on IndiGo's website and IndiGo will not be liable for any error, omissions, discrepancies or misrepresentations in the same.

A Customer may request a GST Invoice, by sending an e-mail with details of the PNR (in case of pre-booked meal) and also a copy of the receipt issued to them at the time of supply (in case of sales on-board) to IndiGo's customer care team at [customer.relations@goindigo.in](mailto:customer.relations@goindigo.in) requesting a GST Invoice for such sale. IndiGo shall provide a GST Invoice to the Customer by e-mail within 14 days of receipt of such request by IndiGo.

GST may also be applicable on any special services requested by Customers, at applicable rates, in accordance with applicable law.

3. Travel Certificate:

On the request of the Customer, IndiGo can provide a travel certificate or a document evidencing travel at the charges set out [here](#), per Customer per Sector. However, if such request is made through IndiGo's call centre, an additional fee of INR 100 per person sector will apply.

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## 6. Tariff, Taxes and Charges ^

### 6.1 Tariff

Tariff is payable only for carriage from the airport at the point of origin, to the airport at the point of destination, unless otherwise expressly stated. Tariff does not include ground transport service between airports or between airport terminals.

The Tariff payable by a Customer is calculated in accordance with IndiGo's Tariff in effect, on the date/time of payment for a Booking. Tariff payable by Customer to IndiGo per Booking per Sector includes the following components:

1. basic fare, charged by IndiGo,
2. GST and other taxes imposed by the Government,
3. charges imposed by IndiGo, including fuel charge,
4. charges for add-on services, if any availed by the Customers,
5. fees and charges imposed by the Government and airports, including UDF, ASF & development fee (DF) etc.,
6. Common User Terminal Equipment ("CUTE") and
7. service fees or any other fee, if any, charged by IndiGo.

The aforesaid components of Tariff may undergo a change at any time, without prior notice.

Any change in the Booking or dates of travel, may result in a change in the applicable Tariff to be paid.

IndiGo offers various Tariff Types including Promotional fares to Customers which provides for various offers for Checked-in Baggage allowance, Hand Baggage allowance, fees for changing or cancelling the Booking and other terms and conditions including the requirement to display additional proof of identity by Customers. Such Tariff Types can be accessed by clicking [here](#). The terms and conditions in relation to Tariff Types shall be an integral part of the Conditions of Carriage and are incorporated here by reference. However, if a Booking is made on such Tariff, except to the extent specified in the additional terms and conditions specified for such Tariff, the Booking shall be subject to the Conditions of Carriage.

IndiGo offers Tariff on a one-way basis. However, certain Tariff Types including Promotional Airfares determined and offered by IndiGo require a round-trip Itinerary and once purchased do not allow partial cancellation of the Itinerary. Customers should refer to detailed terms and conditions attached to Tariff at time of making the Booking.

All classes of Tariffs are determined and quoted in Indian Rupees (INR) and may be subject to change without any notice. Once purchased the Tariff will not change after completion of a Booking, however if a Customer requests for a change in his/her Booking, revised Tariff may be applicable to the changed Booking.

Fuel charges may vary depending on the Sector, the date of Booking, and the actual date of travel.

CUTE charges (inclusive of GST) are levied on Customers, for every Sector, at selected airports, for usage of CUTE services.

## **6.2 Taxes, Fees and Charges**

The amount of applicable taxes including GST, fees or charges payable by a Customer, are calculated as on the date of the Booking. If there is a change in an existing tax, fee or charge, or a new tax, fee or charge is imposed, after the date of Booking, a Customer will not be obliged to pay any additional amount (in case of an increase) or be entitled to get any refund (in case of any decrease), unless the Customer decides to change the date of travel which requires a change in his Booking or re-booking. A Customer may also be required to pay additional tax, fee or charge (including Airport Charges) after completion of a Booking, if such amount is required to be paid to a Regulatory Authority in relation to the Booking, pursuant to any change in applicable law.

IndiGo shall collect a non- refundable Convenience fee, as mentioned at the link set out [here](#), per person per Sector for all Bookings made through IndiGo's website. Such fee is collected by IndiGo for establishing, maintaining and operating the online flight booking system that enables Customers to make Bookings. Such fee includes the charges paid by IndiGo to concerned banks (varies from one bank to another) for availing such facility.

IndiGo shall collect a booking fee per Customer per Sector as applicable for all bookings made from the IndiGo's call centre and airport ticketing counter.

IndiGo shall collect a fee per page for Customers who request for a physical copy of their Itinerary at IndiGo's airport reservation counters. For more details on such fees click [here](#)

IndiGo may also offer certain other services to Customers, from time to time, for which additional Fees may be charged by IndiGo.

## **6.3 Currency**

For the convenience of Customers, fares, applicable taxes, fees, and charges are also payable in the currency chosen by a Customer or a Travel Agent while making a Booking. A Customer or a Travel Agent can choose only from the options of currencies provided by IndiGo. Please note that the amount of Tariff and other fees & charges in some currencies (other than INR) are fixed by IndiGo, and may not be equivalent to the amount obtained after converting such amounts in INR at the exchange rate applicable at the time of Booking.

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## **7. Changes, Cancellations & Refund**



### **7.1 Changes and Cancellations**



Once a Booking is made, the Tariff paid shall only be refundable, subject to changes or cancellation terms/fee of IndiGo, as mentioned below:

1. Changes/cancellations of the Booking must be made at least 3 (three) hours prior to the scheduled departure time.
2. IndiGo shall levy a fee for a change/cancellation as per the terms and conditions of the Tariff Type, at the time of making a Booking. Customers acknowledge that certain Tariff Types may either limit or exclude a Customer's right to change or cancel Bookings. Such change/cancellation fee charged is in accordance with the DGCA CAR – Section 3, Series M, Part II, Issue I.  
The change/cancellation fee will be deducted from the total amount paid at the time of Booking and the residual amount will be refunded to Customers (in case of cancellation) or in case of change in Booking, the same may be adjusted against the Tariff required to be paid for Customer.

In case of changes to a Booking: (a) a revised Invoice will be issued based on the Tariff prevailing at the time of making such change and (b) if residual amount is lesser than the price of the changed Booking, Customers will be required to pay the difference.

If any cancellations to Bookings are made through IndiGo's call centre, an additional fee upto INR 500 per person per flight will be levied by IndiGo.

### **Look In**

IndiGo provides a look in option to Customers where no change or cancellation fees shall be retained by IndiGo in case a Customer cancels or changes a Booking within 24 (twenty-four) hours of making the Booking, provided that the Booking is for a flight whose departure is not less than 7 (seven) days from the date of the Booking. Any change to a Booking will nevertheless require Customers to pay any increase between the Tariff of the original Booking and the changed Booking. Customers can reach out to the IndiGo contact centre at +91 124-4973838 / 124-6173838 for assistance.

### **Name Change**

IndiGo does not permit changes in name once a Booking is complete. However, a spelling correction in the name of a Customer can be done within 24 (twenty-four) hours of the Booking having been made, without incurring any additional charges, by calling IndiGo's Customer Care number at +91 124-4973838 / 124-6173838.

In case of the Codeshare Flights, IndiGo will be able to accept any request for change in the name only in accordance with the policy of the Codeshare partner.

For any change or cancellation to a Booking made by a Travel Agent through the International Air Transport Association ("IATA") billing and settlement plan ("BSP"), Customers should request all changes or cancellations to be done only through their respective Travel Agent, specifically for any partial cancellation in a Booking where any of the legs of the Bookings have not been utilized (no-show/ boarded). Any changes or modifications to a partially utilized (no-show/ boarded) Booking is not permitted.

### **7.2 Refunds**

In case of change or cancellation of Bookings, if IndiGo is required to refund Tariff or a part thereof to Customers, Customers will receive the refundable amount in INR (after the deduction of the applicable fee per Customer per Sector mentioned above), at the option of the Customer, as follows:

#### **(i) Refund through the original mode of payment:**

- a. For Bookings made through credit/debit cards or via wallets either online on the Website or through IVR at the IndiGo call centre/airport counters, the refund will be processed to the credit/debit card or to the wallet used to make such Booking within 7 (seven) working days from the date of the refund request;
- b. For Bookings made through Travel Agents, refunds will be processed to the account of the respective Travel Agent instantly and Customers may claim such refund from the Travel Agent. A Travel Agent

shall remain responsible for processing of the refund to a Customer once the refund is received from IndiGo.

- c. For Bookings made by cash at the airport, the refund will be processed through an electronic transfer of funds, pursuant to submission of the requisite refund form duly filled and submitted by Customers, at any of the IndiGo counters on airports; and
- d. For Bookings made through American Express cards, the refund will be processed to the American Express card used to make such Booking within 21 (twenty-one) working days from the date of refund request.

Or

(ii) Refund as a Credit Shell

A Credit Shell may be utilised by Customers for future travel on IndiGo flights, within a specified period from the date of change or cancellation of the Booking in lieu of which a refund has been made.

IndiGo shall be entitled to decline or refuse refund to a Customer, if the option to receive a refund is exercised after the departure of the flight.

IndiGo shall make refunds either to the person named in the Booking, or to the person who has paid for the Booking or the relevant Travel Agent. The refund to the person not named in a Booking shall be processed upon submission of a satisfactory proof to IndiGo that such person is entitled to receive a refund.

In case of change or cancellation of Bookings on account of Force Majeure, Customers acknowledge that IndiGo shall decide the manner in which such refunds may be processed.

If a Customer does not check-in for a flight at least 60 (sixty) minutes prior to its scheduled time of departure, the entire amount paid for the Booking will be retained by IndiGo. However, in such event, Customers are entitled to a refund of Airport Charges, excluding GST.

A refund made by IndiGo in accordance with these Conditions of Carriage shall be deemed to be an appropriate refund to Customers in accordance with IndiGo's obligations / responsibilities under applicable laws and the Conditions of Carriage. The same shall indicate that IndiGo has carried out all reasonable acts in its power in pursuance of the same and shall discharge IndiGo from any further liability or claim towards refund from such Customers.

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## 8. Personal Data and Seating arrangements

### 8.1 Personal Data

Customers recognise that personal data has been given to IndiGo in relation to Bookings and for ancillary services or products that may be offered by IndiGo or its service partners from time to time. Customers consent that such personal data may be used by IndiGo or its service partners to prevent credit card, debit card or identity fraud, and also to improve the experience of Customers with IndiGo. For these purposes, Customers authorise IndiGo to retain and use such data, and to transfer the data to IndiGo's group companies, Travel Agents, government agencies, Regulatory Authorities, other carriers, service providers and other authorised third parties. Customers also recognise that IndiGo or its service partners may contact them via email or phone to inform them regarding the status of their Booking including any changes to the Booking. In this regard, Customers shall be bound by the Privacy Policy of IndiGo available at [here](#).

### 8.2 Seating arrangements

IndiGo offers assigned seating at airport check-in counters. For preferential seating, IndiGo offers advanced seat assignment through its service 'Seat-Select', at the time of making a Booking or after making a Booking with stipulated payment.

All seats on an ATR aircraft are non-reclining.

The Emergency Exit Seats may only be available to Customers, who are:

1. able-bodied;

2. aged 15 years and above, on date of travel;
3. In case Customer's current physical/mental condition does not prevents them from opening an emergency exit (as set out in DGCA CAR – Section 8, Series O, Part VIII, Issue I);
4. not suffering from a temporary illness which affects their mobility in any way whatsoever; and
5. capable of (a) locating the emergency exit, (b) recognizing the emergency exit opening mechanism, (c) comprehending the instructions for operating the emergency exit, (d) operating the emergency exit, (e) following oral directions and hand signals given by a crew member, (f) stowing or securing the emergency exit door so that it does not impede use of the exit, (g) passing expeditiously through the emergency exit; and (h) assessing, selecting, and following a safe path away from the emergency exit.
6. Not travelling with an infant
7. Willing to open the emergency exit and assist other passengers in the event of an emergency.

If a Customer is unwilling to sit at the emergency exit then IndiGo may relocate their seat only for the period of take-off and landing, during their journey. However, IndiGo shall have the discretion to assign & re-allocate Emergency Exit Seats and other seats to Customers, keeping the prescribed security norms and the safety and comfort of all the Customers on-board a flight in consideration. Customers seated near an emergency exit will be briefed by the crew regarding emergency procedures and are expected to pay special attention to the same.

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## 9. Conditions Precedent ^

### 9.1 Checking-In

A Customer shall not be allowed to board an IndiGo flight unless the Customer presents a valid Itinerary (either a print or screenshot of the Itinerary on his/her mobile/tablet/computer). Customer agrees to comply with any other requirement of the respective airport, as applicable.

All Customers, including Customers accompanied by Infants or Children, must present any valid identification document as mentioned below in original, at the time of check-in:

1. Passport;
2. Voter photo identity card issued by the Election Commission of India;
3. Aadhaar or m-Aadhaar issued by the Unique Identification Authority of India ("UIDAI");
4. PAN card issued by the Income Tax Department;
5. Driving license issued by the Regional Transport Offices;
6. Service photo identity card issued by State or Central Government, public sector undertakings, local bodies or public limited companies;
7. Student photo identity cards issued by Government Institutions/Government recognized Educational Institutions;
8. Nationalized bank passbook with attested photograph;
9. Pension card or any other pension related documents having photograph of the Customer; or
10. Photo identity card or medical certificate issued to differently abled Customers by the Governments of respective States or Union Territories.

An unaccompanied Child shall be required to produce any valid proof of identity listed above.

In case a Customer is not in a position to produce any of the documents listed above as proof of his/her identity, an identity certificate issued by a Group A Gazetted Officer of the Central or State Government on official letterhead, with the Customer's duly attested photograph, will be valid for this purpose.

In case of a Customer travelling on an international flight, a valid passport along with an air ticket shall also be required for entry into the airport and at check-in counters.

The Customers who fail to produce any of the above mentioned documents during the check-in process will be denied boarding by IndiGo, and IndiGo shall not be held liable for such denial or any other consequence resulting therefrom.

IndiGo recommends that Customers report for check-in at IndiGo counters, at least 2 (two) hours prior to the departure of the scheduled flight. A Customer's journey will be smoother if the Customer has ample time to comply with the check-in requirements.

Customers are required to check-in their baggage/bag drop at least 60 (sixty) minutes prior to their departure time. Failure to check-in baggage/bag drop and not reporting 60 (sixty) minutes or any other time period prescribed by IndiGo, prior to the flight's scheduled time of departure to the checking-in kiosk/counter, will result in: (i) the Customer being declared as "No-Show" and (ii) retention of the No-Show Charges by IndiGo and accordingly the Customer will not be entitled to a refund or a Credit Shell in lieu of the Tariff except for the refund of Airport Charges.

In case of Booking 2 (two) or more Sectors under different PNRs, it is the Customer's responsibility to ensure that there is a sufficient time-interval between the two flights. If a Customer misses his/her connecting flight due to such circumstances or factors, in a prior Sector IndiGo shall not be liable for such missed connection, in any manner whatsoever.

## **9.2 Web Check-in**

In this regard, IndiGo has ensured that Customers are able to check-in for their flights by way of a tele-check-in over the phone, or online using a web browser or IndiGo's mobile application, and download their baggage tags/baggage identification numbers prior to arriving at the airport. To know more about downloading & affixing the baggage tag [click here](#).

Customers can do a web check-in on the Website anytime up to one (1) hour prior to the scheduled departure of their flights. It shall be the duty of Customers to ensure that the Customer's Checked-in Baggage displays a Baggage Identification Tag at least 60 (sixty) minutes prior to the scheduled time of departure of the Customer's flight. Failure to check-in for a flight or failure to ensure that Checked-in Baggage displays a Baggage Identification Tag/bag drop at least 60 (sixty) minutes prior to the scheduled time of departure will result in (i) the Customer being declared as "No-Show" and (ii) retention of the No-Show Charges by IndiGo and accordingly the Customer will not be entitled to a refund or a Credit Shell in lieu of the Tariff except for a refund of Airport Charges.

In case of web check-in on the Website, the Customer is required to produce (in original) any of the documents mentioned in clause 9.1 evidencing the identity of a Customer, at the boarding gate, for verification.

IndiGo reserves the right to refuse carriage to a Customer if he/she does not comply with the check-in requirements and prescribed timelines.

## **9.3 Boarding**

For Customers who check-in through the kiosks available at the airports, the identification check will be carried at the boarding gate by staff members of IndiGo. During the identification check, Customers will be required to produce any of the documents as set out in Clause 9.1 above. Customers who fail to produce any of the above mentioned documents will be denied boarding by IndiGo, and IndiGo shall not be held liable for such denial or any other consequence resulting therefrom.

To avoid any delays, the boarding gates will be closed 25 (twenty-five) minutes prior to the time of departure. Customers must be present at the boarding gate no later than the time specified at the time they check-in or any subsequent announcements made at the airport.

Mere check-in or issuance of a boarding pass does not guarantee boarding unless a Customer adheres to all the requirements including the timelines mentioned in relation to boarding in the Conditions of Carriage. A Customer understands and acknowledges that such announcements may only be made in the event of a change of the boarding gate or change in the schedule of boarding and may be made orally through the airport sound systems, or through display/ notifications on the digital screens placed at airports by the airport authorities. IndiGo is under no obligation to make boarding announcements at

airports designated as 'silent airports' and it is the duty of Customers to check the flight information display system (operated by an airport operator) for current boarding status and boarding gates.

A Customer understands and acknowledges that IndiGo or its staff is not obligated to reach out to the Customer in the event that the Customer fails to be present at the boarding gate, in the manner required in terms of these Conditions of Carriage. IndiGo is not liable to any Customer who fails to report at the boarding gate for any reason whatsoever. Any Customer failing to report at the boarding gate within the aforesaid timelines shall be treated as a "Gate No-Show" and IndiGo will reserve the right to retain no-show charges.

#### 9.4 Failure to Comply

IndiGo will not be liable to Customers for any damage, liability, loss, delay or expense incurred due to their failure to comply with the provisions of this Clause 9.

#### 9.5 Self-Offloading

Self-offloading after boarding an aircraft is not permitted, since it can cause safety and security risks besides inconveniencing other Customers on-board.

If any Customer expresses desire to off-load himself/herself and is subsequently off-loaded, then such Customer shall be penalized with applicable Fees set forth [here](#). IndiGo shall also have the right to retain the amount paid by the Customer for such a Booking. IndiGo may, at its sole discretion, not penalize such Customers, in case of a medical emergency and other personal emergencies. In case of self-offloading by a Customer due to a medical emergency, IndiGo may require a certificate in relation to the same from the airport doctor.

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### 10. Customer's Responsibility, Refusal and Limitation of Carriage and Special/Disability Assistance ^

#### Customer's Responsibility:

- a. In order to make a Customer's journey comfortable, IndiGo requires support and cooperation from Customers. A Customer travelling alone should be able to perform the following activities independently:
  1. Fastening and unfastening the seat belt;
  2. Putting on an oxygen mask;
  3. Taking off and putting on a lifejacket; and
  4. Leaving the seat and getting to an emergency exit.
- b. For certain Customers we express our special concern and insist that they travel with a safety assistant. Typically, the Customers who are likely to need a safety assistant are those who:
  1. have a severe learning or cognitive challenge which prevents them from understanding or reacting to safety instructions;
  2. have one or more sensory impairments such as a visual, hearing or speech impairment;
  3. have a mental disorder or epilepsy; provided the safety assistant/ attendant complies with requirements under clause 10.1 of this Conditions of Carriage.
  4. have a challenge or disability that may prevent them from moving without assistance to reach an emergency exit.

#### 10.1 Right to Refuse Carriage

IndiGo may refuse the carriage of a Customer or the Customer's Baggage, under the following circumstances, in the exercise of its sole discretion:

- a. such action is necessary to comply with any applicable laws, regulations or orders;

b. the Customer's conduct, mental or physical condition or the condition or state of the Customer's Baggage is such:

- i. as to cause reasonable apprehension of harm to or endangerment of the safety and security of other Customers or IndiGo's crew, or the aircraft or safety in general, or
- ii. that the Customer or the Customer's Baggage may pose a hazard or risk to himself, other persons or any property, IndiGo's crew or the aircraft or safety in general.
- iii. Provided further that, IndiGo may refuse carriage to Customers with mental disorder & epilepsy unless;
  1. Customer to be carried is certified by a qualified registered medical practitioner/ doctor to be fit to travel by air without being a risk to other passengers or to the aircraft; and
  2. Customer has not taken or used any alcoholic drink or preparation within twelve hours of the commencement of the flight; and
  3. Customer is kept under proper sedative, if in a state of excitement, during the flight and stops en route; and
  4. Customer is accompanied by an attendant/safety assistant, provided that in case the Customer has been in a state of excitement requiring sedation within the two weeks preceding the date of commencement of the flight, such Customer shall be accompanied by a qualified registered medical practitioner/ doctor and adequate escort who shall individually and collectively be responsible for ensuring that no alcoholic drink or preparation is taken by the person in their charge and that such person is kept suitably sedated during the flight and stops en route.

c. Customer has committed misconduct on a previous flight and there being a reasonable likelihood that such conduct may be repeated;

d. the Customer has not observed, or is likely to not follow IndiGo's or its crew's instructions;

e. the Customer fails to observe IndiGo's instructions with respect to safety or security;

f. the applicable Tariff, Fees, any other charges or applicable taxes payable by the Customer, have not been paid;

g. payment information or credit/debit card details provided by the Customer are not correct/verified, a Booking has been made fraudulently or unlawfully, or has been made by a person not authorised by IndiGo to make a Booking;

h. the Customer does not have proper and adequate travel documentation;

i. the Customer fails to complete the check-in requirements/ formalities or boarding requirements or arrive at the boarding gate within the stipulated timeline;

j. the Booking has been altered by a party other than IndiGo or its Travel Agents;

k. the person checking-in or boarding, cannot prove that he/she is the Customer named in the Booking;

l. the Customer's Checked-in Baggage has a power bank or any other item prohibited to be carried as a part of Checked-in Baggage;

m. the Customer is under the influence of alcohol, drugs or is intoxicated or declared as unruly as per Clause 10.3 of the Conditions of Carriage;

n. the Customer is suffering from any ailment, or disease which is likely to risk the health, safety and security of the said Customer or other Customers or IndiGo's crew;

o. the Customer (if he/she falls under the special/disabled category) fails to comply with the mandatory requirements of Clause 10.4 of the Conditions of Carriage; or

p. the Customer fails to comply with any of the mandatory requirements as incorporated in Clause 11, 12, 15, 16 of these Conditions of Carriage.

## 10.2 Denied Boarding



- a. There may be instances when certain IndiGo flights may be overbooked due to commercial, operational or technical reasons such as seating capacity optimization, or change in the aircraft from a higher capacity aircraft to a lower capacity aircraft. This may result in a denial of boarding to certain Customers with confirmed Bookings by IndiGo.
- b. Upon occurrence of events set forth in Clause 10.2 (a) above, IndiGo will endeavour to seek volunteers from Customers with Bookings willing to surrender such Bookings to allow boarding to other Customers with Bookings. IndiGo will accommodate such volunteering Customers on an alternate available flight, and in addition, may offer certain benefits or facilities at IndiGo's discretion to such volunteers from Customers. If IndiGo does not find sufficient number of volunteers to surrender their Bookings on an overbooked flight, IndiGo has the absolute right and discretion to deny boarding to some Customers based on their check-in sequence at the airport counter (or such other parameters as IndiGo may decide from time to time). However, IndiGo endeavours to give priority to the following categories of Customers:
- i. A Child;
  - ii. A safety assistant;
  - iii. A pregnant woman;
  - iv. Customers with one or more sensory impairments such as a visual, hearing or speech impairment;
  - v. Customers using or requiring wheelchairs, crutches, braces, other prosthetic devices or requiring any special assistance;
  - vi. Customers with limited mobility due to injured or fractured limbs or any other disability;
  - vii. Customers having psychiatric disability or mental disorder;
  - viii. Customers with certain adverse medical conditions; and
  - ix. Such other Customers accompanying any of the aforementioned persons, who, in IndiGo's discretion, should not be denied boarding considering specific circumstances.
- c. Compensation to Customers for Denied Boarding (in accordance with Para 3.2 of DGCA CAR - Section 3, Series M, Part IV, Issue I).
- i. IndiGo will pay compensation, in the form of vouchers, to the Customers who are denied boarding by IndiGo.
  - ii. IndiGo shall not be liable to pay any compensation, as specified under Clause 10.2 (c) (i) above, to Customers, who are denied boarding by IndiGo, if a seat in an alternate flight is arranged by IndiGo (subject to availability) that is scheduled to depart within 1 (one) hour of the original scheduled departure time of the flight under the original Booking.
  - iii. A Customer booked on connecting flights of IndiGo or any other airline under a common PNR of the original Booking, shall be compensated in accordance with Clause 10.2 (c) (i) above, by IndiGo only for the first leg of such connection, when he/she has been delayed at the departure station on account of denied boarding by IndiGo for such first leg, and as a result of such denied boarding has arrived at the final destination at least 3 (three) hours later than the scheduled arrival time.
  - iv. For the avoidance of doubt, IndiGo shall not have any obligation to compensate a Customer travelling on a connecting flight, if the Customer has been delayed due to boarding being denied in the first leg of the connecting flight operated by IndiGo, if such Customer arrives at the final destination, within 3 (three) hours of the scheduled arrival time.
  - v. In case of denied boarding in any subsequent leg of a connecting flight, the airline operating such subsequent leg of the connecting flight shall be responsible for compensating the Customer in accordance with Para 3.2 of DGCA CAR - Section 3, Series M, Part IV, Issue I.
  - vi. The terms and Conditions of IndiGo vouchers issued to Customers in lieu of being denied boarding are as follows:
    - 1. Vouchers will be issued only in the name of the Customers specified in the Booking.

2. Vouchers are non-transferable, non-exchangeable and non-encashable.

3. Each voucher will be valid for a maximum period of 12 (twelve) months from the date of its issuance. Requests for extension or revalidation of a voucher shall not be entertained under any circumstances.

4. Vouchers can only be redeemed by utilising the voucher code at the time of making a Booking (i) on the Website or (ii) over the phone at the IndiGo call centre.

5. Vouchers can be redeemed against the base fare of IndiGo flights and any other products and services offered by IndiGo, other than any kind of Airport Charges, pass-through charges or any other statutory charges and taxes.

6. Vouchers cannot be redeemed for the Tariff required to be paid for group Bookings or Bookings made in currency other than INR.

7. Voucher redemption cannot be combined with any other IndiGo offer or promotion and are for single use only.

8. Vouchers are deemed to have been fully utilised in case of partial redemption by a Customer, and the remaining value of the voucher will be deemed to have lapsed.

9. IndiGo will not be responsible for loss, theft or unauthorised use of the voucher and no replacement voucher shall be provided under any circumstances. IndiGo reserves the right to deny acceptance of a voucher if it suspects any fraud.

10. A Customer who accepts a voucher shall be deemed to have relinquished all its rights, claims and interest against IndiGo in respect of the said denied boarding before any Regulatory Authority.

d. That Denied boarding as mentioned above will exclude instances/cases where there is reasonable ground to refuse carriage such as reasons of health, safety, security, or inadequate travel documentation. In particular the following cases will not be considered as denied boarding despite overbooked flights and will not be eligible compensation under Clause 10.2 (c) above:

- i. No-Show at check-in and boarding gate by a Customer (which is governed by provisions relating to "Checking-in and Boarding" under the Conditions of Carriage);
- ii. cancellation of a flight (compensation for which is governed by provisions relating to Changes and Cancellations of Booking" under the Conditions of Carriage); and
- iii. denial of boarding to any Customer (at IndiGo's absolute discretion) under the influence of alcohol or drugs, for health and safety of others, a Customer who is unruly, on account of security breach or in the absence of adequate travel documents of Customers and for the reasons set out in Clause 10.1 of the Conditions of Carriage.

e. *Refer Section-3, Series M Part IV of the Civil Aviation Requirements for information on facilities in cases of denied boarding, cancellations, and delays. Details at DGCA website: [Home | Directorate General of Civil Aviation | Government of India \(dgca.gov.in\)](http://Home | Directorate General of Civil Aviation | Government of India (dgca.gov.in))*

### **10.3 Guidelines on Unruly Behaviour by a Customer**

1. A Customer who fails to respect the rules of conduct at an airport or on board an aircraft, or to follow the instruction of the airport staff or crew members, and thereby disturbs good order or discipline at an airport or on board an aircraft will be considered an unruly passenger.

2. No Customer shall on board an IndiGo aircraft –

1. assault, intimidate or threaten, whether physically or verbally, a pilot, a crew member or any of IndiGo's members of staff on-duty, which may interfere with the performance of the duties of the pilot, the crew member or any of IndiGo's members of staff on-duty or lessen the ability of the pilot, the crew member or IndiGo's members of staff on-duty to perform their duties;
2. refuse to follow an instruction given by the Pilot-in-Command, or on behalf of the Pilot-in-Command by a crew member or IndiGo's members of staff on-duty for the purpose of

ensuring the safety of the aircraft or of any follow an instruction given by the Pilot-in-Command, or on person or property on-board or for the purpose of maintaining good order and discipline on-board; or

3. assault, intimidate or threaten any other person, whether physically or verbally, or intentionally cause damage to or destroy any IndiGo property or consume alcoholic beverages or drugs which may or may not endanger the safety of the aircraft or of any person or jeopardise the good order and discipline in the aircraft.
3. If a Customer harasses, assaults, intimidates or threatens any IndiGo employee including crew members, IndiGo shall have the right to offload such a Customer from the IndiGo flight, and file a complaint against such a person with the relevant authorities.
4. No person shall smoke in any part of an aircraft or in its vicinity.
5. No Customer shall tamper with an aircraft or its equipment or conduct himself/herself in a disorderly manner in and around an aircraft or commit any act likely to imperil the safety of an aircraft or its Customers or crew.
6. The use of mobile phones in flight mode is allowed during all phases of the flight. The use of other personal electronic devices (PEDs) like laptops and electronic entertainment devices are allowed only during cruise.
7. In case the behaviour of a Customer (inside the premises of an airport or on an aircraft) is likely to endanger the safety of other Customers, crew members or IndiGo's staff on-duty or is in violation of any applicable law, crew members or IndiGo's staff on-duty may take such measures as they deem reasonably necessary to prevent continuation of such conduct, including restraint. Such Customer may be disembarked and refused onward carriage at any point. IndiGo may file a criminal complaint against such Customer, at the airport where (a) such incidence takes place or (b) where a Pilot-in-Command may choose to land (if such incidence takes places on board a flight).
8. Any customer who fails to adhere to COVID-19 protocols including wearing of face masks & maintaining social distancing.

For further details on COVID-19 guidelines, regulations/ advisories, Customers can access government guidelines click [here](#) Customers are required to strictly adhere to such guidelines & regulations pertaining to COVID-19 safety as published by the relevant authorities or as informed to the passengers by IndiGo from time to time & made available on its website. Click [here](#) for further information. Failure to comply with these guidelines and the directions of our ground staff and/or crew may attract penal action against the concerned individual.

#### **10.4. Special and Disability Assistance**

1. IndiGo may provide Special and disability assistance to the following types of Customers:

1. Customers travelling with Infants
2. Children availing the Flying Solo Service
3. Pregnant women
4. Safety Assistants
5. Customers with one or more sensory impairments such as visual, hearing or speech impairment
6. Customers travelling with a service Dog
7. Customers who require mobility Assistance
8. Customers using wheelchairs, crutches, braces or other prosthetic devices
9. Customers with psychiatric or emotional disorders
10. Customers having autism or Intellectual Disability
11. Customers fitted with internal devices
12. Customer carrying portable oxygen concentrators (POC)

### 13. Customers with certain adverse medical conditions

To know more about the above mentioned categories of customers, click [here](#)

2. All persons with a disability or reduced mobility shall notify IndiGo of their requirements, if any, at least 48 (forty-eight) hours before the scheduled departure time of the flights booked by them so that IndiGo can make necessary arrangements to cater to any of the following requirements:

1. assistance required while embarking and disembarking. IndiGo is required to be notified of the nature and level of assistance required by a Customer;
2. mobility equipment and assistive devices that need to be carried by IndiGo, either as a Hand Baggage and/or as a Checked-in Baggage; or
3. requirement of an escort or a safety assistant and any other enquiry on Safety Assistant, please click [here](#)

IndiGo may provide the assistance as set out above to the Customers, at its discretion. IndiGo may also seek the opinion of qualified registered medical practitioners/ doctor and other experts appointed by IndiGo before providing any such assistance to the Customers.

IndiGo will provide special and disability assistance subject to restriction as mentioned in Clause 10.1 above.

3. Seating accommodation and aircraft accessibility for Customers with a disability/reduced mobility:

1. IndiGo will allocate you a seat that is convenient and designated as accessible for persons with disabilities at no additional charge. These seats will remain blocked until as close to the scheduled time of departure as practicable. Our seats have movable armrests for easy accessibility to the seats. However, in order to meet the safety requirements set out in DGCA CAR – Section 3, Series M, Part I, Issue III, Customers with mobility issues which make it unsafe to facilitate aircraft evacuations will not be given a seat in a location where they would obstruct emergency exits, impede crew members in carrying on their duties or obstruct access to emergency equipment or hinder aircraft evacuation in case of an emergency. IndiGo reserves the right to change the seats of Customers, who do not meet the parameters, set out in Clause 8.2 in these Conditions of Carriage, in cases where such Customers have been allocated seats without the necessary information in relation to such Customer's condition being provided to IndiGo by Customers. To allow us to provide the best assistance to all our Customers, please provide us with as much information as possible at the time of your Booking, to provide IndiGo and its staff with ample and sufficient time to make the necessary adjustments and arrangements that will aid us to serve you better.

2. Lavatories:

A lavatory with a single panel door and additional grab bar is available on all our aircraft. Our cabin crew can provide assistance moving to and from the lavatory door (same as above) but will not be able to assist the Customer inside the lavatory.

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## 11. Baggage

At the time of checking in of Baggage, a Customer is required to check the details incorporated in the Baggage Tag and the Baggage Identification Tag.

### 11.1. Items unacceptable as Baggage

IndiGo reserves the right to refuse carriage of Baggage with certain restricted items. To know more about the description of such items, please click [here](#).

### 11.2. Checked In Baggage and Hand Baggage

IndiGo prescribes certain terms and conditions for admitting Checked-In Baggage as mentioned below;

1. **Checked-in Baggage allowance:**

- a. IndiGo allows free Checked-in Baggage up to 15kg per Customer limited to 1 (one) piece only (**Checked- in Baggage\***). In case, such single (1) piece weighs above 15 kg per Customer, IndiGo will levy excess Baggage charges as set out under [here](#) (**Excess Baggage Charges**).
- b. In case, a Customer wish to travel with more than 1 piece of Checked-in Baggage, IndiGo will levy an "Additional Piece" charges as set out in point no. (2) below.
- i. \*In case a Customer opts for Double/Triple or Multi Seats services, such Customer will get additional Baggage allowance of 10 kg, which lets them carry two pieces of checked baggage. Additional Excess Baggage Charges may apply for exceeding 10 kg.
- c. IndiGo allows free Checked-in Baggage up to 30 kg per Customer limited to 2 (two) piece only for IndiGo's Stretch and IndiGo Stretch+ Customers (**\*\*IndiGo Stretch Checked-in Baggage**). In case, such two (2) pieces weigh above 30 kg per Customer, IndiGo will levy excess Baggage charges as set out under [here](#) (**Excess Baggage Charges**).
- d. IndiGo allows free Checked-in Baggage up to 40 kg per Customer limited to 2 (two) piece only for IndiGo's business class Customers (**\*\*IndiGo Stretch+ Checked-in Baggage**). In case, such two (2) pieces weigh above 40 kg per Customer, IndiGo will levy excess Baggage charges as set out under [here](#) (**Excess Baggage Charges**).
- i. \*\*As per regulatory requirement, carrying more than 32kgs in one (1) checked-in luggage/baggage is not allowed, even with excess baggage charges.

## 2. Additional Piece allowance (maximum of up to 2 (two) Pieces)

1. IndiGo will levy a per piece charge for each additional piece of Checked-in Baggage as mentioned in table below. Such charges do not include any weight allowance on such purchased additional Checked-in Baggage; and
2. Additionally, Customer will also be required to pay per kg Excess Baggage Charges corresponding to the weight of the additional Checked-in Baggage.

Additional Per Piece	Domestic Sector
Pre-Book Charges (Subject to Maximum of up to 2 Pieces)	INR 900
Airport Charges	INR 1000

To know more about the descriptions and terms and conditions of the Checked In Baggage, click [here](#).

To know more about Baggage allowance on IndiGo Stretch and IndiGo Stretch+, [click here](#).

### 11.3. Right to Refuse Carriage of Baggage

IndiGo may refuse to carry as Baggage any item reasonably considered by the airline to be unsuitable for carriage because of its size, shape, weight, content, being radioactive, or character, or for safety or operational reasons, or in the interests of the comfort of other Customers. Information about unacceptable items is available upon request. IndiGo may refuse to accept Baggage for carriage unless it is in IndiGo's reasonable opinion, properly and securely packed in suitable container/packaging.

### 11.4. Right to Search

1. For reasons of safety and security, IndiGo or the competent Regulatory Authority may require Customers to undergo a search through x-ray or other type of scan in person or of the Baggage. IndiGo reserves the right to search the Baggage of a Customer in the absence of the Customer, if the Customer is not available, for determining whether the Customer's Baggage contains any unacceptable or prohibited items.
2. If a Customer refuses to comply with such searches or scans, IndiGo reserves the right to refuse carriage of such Customer and his/her Baggage without refund Tariff or without any other liability to

such Customer. Any other procedures as may be required under law may follow subsequently, in relation to such cases.

3. If a search or scan causes injury to a Customer or loss/damage to his/her Baggage, IndiGo shall not be liable for such injury or damage, unless the same is due to IndiGo's wilful fault or gross neglect.

#### **11.5. Collection and delivery of Checked-in Baggage**

1. IndiGo will make its best effort to ensure that Checked-in Baggage of Customers arrives in a safe condition. Customers are advised to collect their Checked-in Baggage as soon as it is available for collection at the relevant conveyor belt. If a Customer's Checked-in Baggage is not claimed within 3 (three) months from the date it is made available at the airport where the Customer's flight arrives, IndiGo or the relevant airport operator may dispose it off without any liability or notice to the Customer.
2. It is an obligation of Customers to collect their Checked-in Baggage from a conveyor belt, as early as possible, to avoid any incident of theft or misplacement of Checked-in Baggage.
3. The moment the Checked-In Baggage is placed at the relevant conveyor belt of the airport, IndiGo shall not be responsible for any loss or theft of the Checked-In Baggage.
4. If Customers are travelling in a group (i.e. if in one Booking there are more than one Customers) and the Checked-in Baggage is not delivered at arrival, all the Customers under that Booking need to be present at the arrival hall at the time of registering a complaint for the lost Checked-in Baggage. The Checked-in Baggage will be considered to be delivered in good condition if the above condition is not met.
5. IndiGo shall deliver Checked-in Baggage to the bearer of the Baggage Tag, upon payment of all unpaid sums due to IndiGo, under the Conditions of Carriage.
6. IndiGo is under no obligation to ascertain that the bearer of the Baggage Tag is entitled to delivery of the Checked-in Baggage. and IndiGo is not liable for any loss, Damage, or expense arising out of its failure to ascertain so.
7. Delivery of the Checked-in Baggage will be made at the destination indicated on the Baggage Tag.
8. If a Customer claiming Checked-in Baggage is unable to produce the Baggage Tag and identify the Checked-in Baggage by means of a Baggage Tag, IndiGo will deliver the Checked-in Baggage to the Customer only after he/she establishes to IndiGo's reasonable satisfaction, his right to such Checked-in Baggage, and if required by IndiGo, such Customer shall furnish adequate security to indemnify IndiGo for any loss, damage or expense which may be incurred by IndiGo, as a result of such delivery.
9. Acceptance of the Checked-in Baggage by Customers without complaint at the time of delivery, is a prima facie evidence of Checked-in Baggage being delivered in good condition and in accordance with the Conditions of Carriage. A Customer shall be required to raise an irregularity report in case there is a loss of or damage to Checked-in Baggage, while he/she is at the respective destination airport, at the time of arrival, and not after departing from the destination airport.
10. To ensure that Customers pick-up their own Checked-in Baggage and there is no confusion, IndiGo reserves the right to match the Baggage Tag to the Baggage Identification Tag, upon arrival, either for all Customers or on a random basis, without any prejudice or discrimination. In the event there is a possibility or the slightest assumption that a Customer may be picking up somebody else's Checked-in Baggage, IndiGo reserves the right to divulge personal information of such Customer to the original owner of the Checked-in Baggage, and IndiGo will not be liable for any losses or damages incurred thereof.

#### **11.6. Items removed by Airport Security Personnel.**

IndiGo will not be responsible for, or have any liability in respect of, articles removed from a Customer's Baggage by any airport security staff or CISF.

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## **12. Connected Segments**

Information related to your connecting flights





### **12.1. Any Booking with respect to Connected Segments**

Any Booking with respect to Connected Segments shall be required to be booked in advance, and all the Flight Segments in Connected Segments shall be confirmed on the same PNR and will be identified by a single fare component.

### **12.2. In cases where Customer undertakes travel on Connected Segments**

In cases where a Customer undertakes travel on Connected Segments, IndiGo will check-in the Checked-in Baggage through to the final destination of the Customer. However, in case of domestic to international connections and vice-versa, Customers will have to collect their Checked-in Baggage at the end of each leg and check-in again after completing applicable regulatory formalities.

Customers will be provided with two boarding cards, one for the flight taken from the point of origin till the Stopover and other from the Stopover until the next destination. If at a Stopover, a Customer is required to change terminals, the Customer will be responsible for:

1. Transportation from arrival terminal (arrival from the point of origin) to departure terminal (departure to the next destination); and
2. Reporting on time at the check-in counter for the next flight.

Except in cases of delay and cancellation of flight as mentioned under DGCA CAR, Section 3, Series M, Part IV, Issue I dated 6<sup>th</sup> August 2010. IndiGo will not provide any food or lodging at a Stopover. (A 'Stopover' in reference to 'Connected Segments', which requires change of terminals by a Customer at the Stopover, shall include the arrival terminal (arrival from the point of origin) as well as the departure terminal (departure to the next destination)).

### **12.3. In case of Customers failing to report for boarding of a flight for Connected Segments**

If Customers fail to report at boarding gate, at least twenty-five (25) minutes prior to departure of the concerned flight for the Connecting Segments despite having arrived on-time from the point of origin, the Customers will be treated as a 'Gate No-Show'. The Checked-in Baggage of such Customers will be offloaded and handed over to the Customers or to the relevant airport authority at the Stopover station, without any liability of IndiGo. In this case, no-show charges will be retained by IndiGo. The Customers are, however, entitled to a refund of the Airport Charges (if applicable).

The Customers for Connecting Segments shall board the flight from the origin city only. Any requests for boarding from any Stopover point would be treated as cancellation and re-booking at the applicable fares, at the time of such request being made by a Customer.

### **12.4. In case of delay or cancellation of a flight operated as a part of Connected Segments**

In case of delay or cancellation of a flight operated as a part of Connected Segments, the following shall apply:

1. In case of delay or cancellation of a flight at the point of origin which leads to the possibility of a missed connection at Stopover, a Customer shall have to right to choose a refund, or a Credit Shell for future travel on IndiGo flights, or re-booking onto an alternative IndiGo flight at no additional cost, subject to availability.
2. In case of delay or cancellation of a connecting flight at Stopover, IndiGo shall, subject to availability:
  1. Offer a Customer the option to travel on the next available IndiGo flight on the same sector, or
  2. Provide lodging for overnight stay to a Customer at the point of Stopover (provided that the next available flight is only on the following day) and ground transportation to and from the airport and such lodging (subject to availability); and/or
  3. Offer a choice between refund or Credit Shell for the part of the Booking that is not flown.
3. Customer may also opt for a partial refund on a pro-rata basis in case of involuntary termination of journey at a Stopover for reasons other than a Customer being unruly or any other disciplinary issues in relation to a Customer, in the opinion of IndiGo.

The foregoing obligations shall at all times be subject to availability of lodging and/or transport, as the case may be, and IndiGo's obligations as set out in DGCA CAR Section 3, Series M, Part IV, Issue I, dated 6<sup>th</sup> August 2010.

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## 13. Security Screening

### 13.1. Screening

As required by applicable law, all Customers will be subjected to a security screening prior to boarding an aircraft. A Customer shall agree to any security checks prescribed by the Government, Regulatory Authorities, airport officials or by IndiGo.

Itineraries will be checked at the time of entering the terminal building. Checked-in Baggage will also be screened through either: (i) An X-ray machine before check-in, at all non in-line baggage screening airports. (ii). In-line Baggage screening system of airport operator, subject to all the requirements of applicable law. Random physical checks will also be carried out of Checked-in Baggage in addition to X-ray screening at all such airports, in accordance with the norms stipulated by the Regulatory Authorities.

As per security regulations, Customers will be required to undergo personal frisking and their Hand Baggage will be subject to security check through X-ray in the manner set out in Clause 11.4 of the Conditions of Carriage.

Checked-in Baggage reconciliation is carried out through an internal matching system. In addition to the Checked-in Baggage reconciliation, the physical identification of the Checked-in Baggage by Customers may also be carried out. Unidentified Checked-in Baggage will not be loaded on to an aircraft.

A secondary security check may also be carried out before embarkation, as stipulated by Bureau of Civil Aviation Security, during normal or high alert periods.

### 13.2. General

According to security regulations, Customers are required to do the following:

1. Not to accept anything from unknown persons,
2. Not to leave Baggage unattended as the same may be removed by airport security staff as an object of suspicion,
3. To declare before Baggage screening or check-in, if they are carrying any arms, ammunition, or explosive substance. Concealment of arms or explosives is an offence under applicable laws.
4. To carry Hand Baggage of the dimensions prescribed by IndiGo click [here](#)
5. All Hand Baggage should be clearly labelled with Customer's name, address and contact details.

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## 14. General – Schedule, Delay and Cancellation of Flights

### 14.1. Times and Schedules Not Guaranteed

IndiGo is committed to provide on-time, courteous and hassle free service. IndiGo undertakes to use its best efforts to avoid delay in carrying its Customers and their Baggage. IndiGo endeavours to adhere to publish schedules in effect on the date of travel. However, times shown in schedules or elsewhere, are subject to change at any time.

IndiGo's liability in respect of delay's & cancellation of flights will be as per DGCA CAR, Section 3, Series M, Part IV. However, IndiGo shall not be liable in any way whatsoever, for any consequential, remote, direct or indirect damages and losses, including any losses caused as a result of an inadvertent error or omission in publications of schedules, or in statements or representations made by agents, representatives of IndiGo or any third-party as to the dates or times of departure or arrival, or as to the operation of any flight.

### 14.2. Compensation for Delay, Cancellation, Changes of Schedule etc.

At any time, after a Booking has been made, IndiGo may change schedules of flights or cancel, terminate, divert, postpone, reschedule or delay any flight, where IndiGo reasonably considers the same to be justified by unavoidable factors and circumstances beyond IndiGo's control including Force Majeure, for safety reasons, or for commercial or operational reasons. IndiGo would like to emphasize that any such change in schedule or cancellation of IndiGo's flights on account of above factors and circumstances is at the absolute discretion of IndiGo, and such decision is taken keeping in mind the aircraft routing, aircraft connectivity and to avoid inconvenience to Customers at other airports.

IndiGo sends prompt SMS & other alerts in case of any change/cancellation or delay hence it is requested from all Customers to provide their correct contact details including phone numbers and email addresses, to enable IndiGo to inform Customers of any flight delays or cancellations in unforeseen cases. IndiGo shall not be liable for any liability or claim if Customers have not provided accurate and valid contact information at the time of Booking. Customers will also be provided a prior notification, if they are required to report to the airport check-in counter earlier than the prescribed time period, before the scheduled departure of the flight, on account of extra security measures or for any other reason. A Customer understands and acknowledges that if his/her phone number and/or email address is found to be incorrect or unreachable or if he/she cannot be contacted due to any reason whatsoever, IndiGo cannot be held liable for the same.

Any compensation in case of Delay & Cancellation, will be provided as per [DGCA CAR - Section 3, Series M, Part IV](#), Issue I, if applicable, and IndiGo's liability will be limited in accordance with the provisions thereof. Customer understands and acknowledges that, apart from such compensation, no further compensation (whether indirect or consequential or remote) would be payable whatsoever.

#### **14.3. Sole Remedy**

Upon the occurrence of any of the events set out in Clauses 14.1 and 14.2 above, the options outlined therein are the sole, limited and exclusive remedies available to Customers, and IndiGo shall have no further liability or claim towards Customers. A Customer may file a grievance with the AirSewa app or portal. If a Customer is not satisfied with the resolution of the Customer's grievance by IndiGo, the Customer is at liberty to complain to any statutory body or court established under relevant applicable laws.

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### **15. Conduct On-board the Aircraft and at airports**



#### **15.1. Payment of Diversion Costs**

If, as a result of the conduct (as mentioned in Clause 10.3 (g) above) of a Customer, IndiGo decides, in the exercise of IndiGo's reasonable discretion, to divert the aircraft for the purpose of offloading such a Customer, the Customer shall be required pay all costs resulting from that diversion.

#### **15.2. Use of Electronic Devices**

For safety reasons, IndiGo may forbid or limit operation of electronic equipment, including but not limited to cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies, inside the aircraft. Operation of hearing aids and heart pacemakers is permitted.

#### **15.3. Removal of life jacket**

Any act (attempted or otherwise) of removal of life jacket from the aircraft seat without consent of the crew members of the flight is prohibited.

#### **15.4. No consumption of alcohol, smoking and chewing of tobacco**

Consumption/chewing of tobacco in any form, including smoking is strictly prohibited on all IndiGo aircraft. All lavatories are fitted with smoke detectors. Tampering with or disabling a smoke detector is prohibited.

Alcohol consumption on-board all IndiGo aircraft operating in the domestic sector is prohibited and is a punishable offence under applicable law.

## 15.5. Possession or use of E- Cigarettes not permitted

The production, manufacture, import, export, transport, sale, distribution, storage and advertisement of E-Cigarettes is prohibited on the premises of aerodromes and on the aircraft.

E-Cigarettes are not permitted to be taken to a place outside India or brought into India from a place outside India and Customers are not permitted to carry E-Cigarettes in their Hand Baggage or Checked-in Baggage.

IndiGo reserves the right to refuse carriage of Customers in possession of E-Cigarettes and of any Baggage containing E-Cigarettes on flights operated by IndiGo.

## 15.6. Photography by Customers on the airport premises and on-board an aircraft

1. Subject to Clause 15.6 (b) below, a Customer may take photographs (i) within the terminal building of a civil airport as well as a defence airport, and (ii) on-board an aircraft, without causing inconvenience and/or invading privacy of any other person including crew members and other Customers.
2. However, Customers are not permitted to take photographs (i) while embarking and disembarking an aircraft, (ii) from the part of an airport used for take-off, landing and taxiing of aircraft, and (iii) of the airside of a defence airport from the aircraft, the terminal building or any other part of the defence airport. In case a Customer is found taking any unauthorised photograph or video by IndiGo crew/ground staff, they may seek deletion of such photograph/video from the passengers.
3. Customers are required to take special permission from the DGCA for taking photographs of or in any prohibited areas set out in Clause 15.6 (b) above.

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## 16. Administrative Formalities

### 16.1. General

Customers with a valid Booking has agreed to the contents of these Conditions of Carriage and understands that he/she has accepted to travel by IndiGo at his/her free will and volition and further agrees that IndiGo will not be liable or responsible for any liability other than the liability specified in these Conditions of Carriage.

Customers shall be solely responsible for obtaining all the travel documents prescribed under applicable laws or by the relevant Regulatory Authorities. Customers are required to comply with statutory obligations prescribed by applicable law and the Regulatory Authorities, and perform all acts as agreed and accepted under the Conditions of Carriage.

IndiGo shall not be liable for any information given by any agent of IndiGo, whether in writing or otherwise, to any Customer in connection with obtaining necessary documents or complying with laws, regulations, orders, demands, and requirements, or for the consequences resulting therefrom.

IndiGo shall not be liable or responsible if it fails to provide services to a Customer on account of the Customer's failure to comply with applicable laws or as per the directions of the Regulatory Authorities.

IndiGo undertakes all reasonable steps to keep the aircraft clean including disinfection and fumigation of its aircraft, in accordance with applicable law. Customer acknowledges and agrees that the aircraft doors have to be kept open at certain stages of operations. Customer acknowledges and accepts that pursuant to an order passed by the National Green Tribunal, IndiGo is not permitted to disinfect an aircraft, while Customers are on-board the aircraft. Therefore, IndiGo will not be liable for any damage or claim, in case of the inadvertent presence of any mosquitoes, insects or pests in the aircraft.

### 16.2. Customer Responsible for Fines, Detention Costs, etc.

If IndiGo is required to pay any fine or penalty or it incurs any expenditure because of a Customer's failure to comply with applicable law or to produce the relevant documents required by the relevant Regulatory Authority, the Customer shall reimburse IndiGo, on demand, any amount so paid or the expenditure so incurred by IndiGo. IndiGo may apply towards such reimbursement, the value of any unutilised Booking, or any of the Customer's funds in IndiGo's possession.

In addition, if a Customer avails any onboard service (including but not limited to seat upgrades, meals, or ancillary products) and the payment transaction fails or remains incomplete, the Customer shall remain liable to pay the applicable charges.

### 16.3. Customs Inspection

Customers agree and acknowledges that Customs authorities or any other Government officials may inspect their Baggage for any nefarious or illegal activities, including but not limited to import/ smuggling of Gold/ precious items, Narcotics, Counterfeit currency or any other Contraband. IndiGo will not be liable to Customers for any loss, damage and/or detention of such Baggage, item, etc., if suffered by them in the course of such inspections or through their failure to comply with this requirement.

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## 17. Liability for Damage ^

### 17.1. Applicability

IndiGo's liability and its limits, in cases of (i) death or bodily injury of Customers, and (ii) for loss, damage and delay of Baggage, will be governed by the relevant provisions of the Carriage by Air Act, 1972 and rules, notifications framed thereunder, as amended from time to time and notified by the Ministry of Civil Aviation, Government of India, which are set out in this Clause 17.

### 17.2. Death or Bodily Injury to Customers

- a. In the event of death or bodily injury suffered by a Customer on board an aircraft or in the course of embarking or disembarking an aircraft, IndiGo's maximum liability will be limited to Rupees Twenty-Five lakhs and fifty thousand per passenger (refer Notification No S.O. 3129(E), dated August 22, 2019, issued by the Ministry of Civil Aviation, Government of India, under Carriage by Air Act, 1972) (*as amended from time to time*).
- b. Notwithstanding the provisions of Clause 17.2 above, IndiGo shall not be liable, if IndiGo proves that such damage was caused, or contributed by the negligence of the Customer and/or any other person, IndiGo may be exonerated wholly or partly from its liability in relation thereto.
- c. IndiGo is not responsible for any illness, injury or disability, including death, attributable to a Customer's physical condition or for the aggravation of such condition.
- d. IndiGo does not assume, and expressly disclaims, any liability to any passenger, person(s) or entities for any direct or indirect loss or damage, injury, disease, poor health or death caused to any such passenger or person(s) on account of any disease, epidemic or pandemic including contracting any such disease, on board an IndiGo flight or in the course of any of the operations of embarking or disembarking or otherwise in the course of their journey with IndiGo.
- e. In cases where IndiGo facilitates the carriage of passengers of another airline on account of a disruption in the other airline's operations, IndiGo shall not be liable for the acts or omissions of such other airline, including but not limited to providing flight status information, delays and other acts or omissions that arise from the other airline's flight operations.

### 17.3. Lost, damaged and delayed Checked-in Baggage

- a. For loss, damage, destruction and delay of the Checked-in Baggage, which took place on board the aircraft or during any period within which the Checked-in Baggage was in charge of IndiGo, IndiGo's liability will be limited to INR 350 per kg, subject to maximum of INR 25,000 per passenger, unless a special declaration is made by the Passenger, at the time of Check-in (*refer Notification No S.O. 3129(E), dated August 22, 2019, issued by the Ministry of Civil Aviation, Government of India, under Carriage by Air Act, 1972*) (*as amended from time to time*).
- b. Notwithstanding the provisions of Clause 17.3 above, IndiGo shall not be liable, if it proves that:
  - i. such loss, destruction or damage is a result of inherent defect, quality or vice of the Checked-in Baggage.
  - ii. such damage was caused or contributed by the negligence, or wrongful act or omission of the Customer and/or any other person from whom he or she derives his or her rights caused or

contributed to the loss, delay or damage to the Checked-in Baggage, IndiGo may be exonerated wholly or partly from its liability in relation thereto.

- iii. it took all measures that could reasonably be required to avoid such loss, delay or damage or that it was impossible for it to take such measures.
  - c. IndiGo shall not be liable to pay any compensation to Customers on account of any indirect, consequential or remote reasons attributable to IndiGo for lost, delayed or damaged Checked-in Baggage.
  - d. Customers will be solely responsible for carriage of their Hand Baggage / personal belongings and IndiGo will not be liable for any loss or damage in relation thereto.
  - e. IndiGo assumes no liability for loss or damage to articles not permitted to be carried in 'Checked-in Baggage' such as valuable, fragile or perishable items or articles, as mentioned below:
    - i. Customers are strongly advised not to check-in such items as Checked-in Baggage which by their very nature are valuable, fragile or perishable items; and
    - ii. If such items are checked-in as Checked-in Baggage, Customers agree to carriage of such items, at their own risk and cost.
    - iii. Such items include, without limitation, currency, jewelry, silverware, glassware, medicines, perishable goods, computers, computer software, phones, cameras, video equipment, any other electronic equipment, negotiable instruments, title documents, certificates, securities, bonds, business and personal documents, samples, paintings, artefacts, manuscripts, other works of art, antiques, research material, unique or irreplaceable items, scholarship items or documents, irreplaceable books or publications, passport, or other similar valuable documents or items.
    - iv. Click [here](#) for more details.
  - f. IndiGo shall make reasonable endeavours to ensure safe custody of Customer's Baggage while the same is in charge with IndiGo i.e., from checking-in at the departure airport until the placement of the same on the relevant conveyor belt of the arrival airport/ destination.
- However, IndiGo assumes no liability for wear and tear to Checked-in Baggage, which includes:
- i. Broken wheels or base;
  - ii. Loss of external locks or security straps;
  - iii. Damage to any protruding part of the baggage;
  - iv. Damage resulting from over-packing;
  - v. Damage to retractable luggage handles;
  - vi. Scratches, torn zippers, straps and handles scuffing, denting, soiling or manufacturing defects;
  - vii. Damage to perishable or fragile baggage; or
  - viii. Any other wear and tear.
- g. A Customer shall be held solely responsible for any loss or damage caused by the Customer's Checked-in Baggage to any other person or property, including IndiGo's property, and IndiGo will not be held liable to any third person in relation thereto.
  - h. The Conditions of Carriage and the exclusions or limits on liability mentioned herein, apply to Travel Agents, servants, employees and representatives of IndiGo to the same extent as are applicable to IndiGo.
  - i. It is clarified that IndiGo will not be liable for any loss, delay or damage arising from IndiGo's compliance with applicable laws or from a Customer's failure to comply with the same. In any event, IndiGo's liability shall not exceed the amount of proven damages under any circumstances.

#### **17.4. Delay in carriage of passengers**

In the event of delay in carriage of passengers/Customer on the flights operated by IndiGo. IndiGo's maximum liability will be limited to Rupees one lakh only per passenger (*refer Notification No S.O. 3129(E)*),



*dated August 22, 2019, issued by the Ministry of Civil Aviation, Government of India under Carriage by Air Act, 1972) (as amended from time to time).*

Notwithstanding the provisions of clause 17.4 mentioned above, in any event, IndiGo shall not be liable, if IndiGo proves that it, its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for IndiGo, to take such measures.

#### **17.5. Involuntary Downgrading:**

In the event of an involuntary downgrade of a Customer's seat to a class lower than the class for which the applicable Tariff has been paid, IndiGo shall reimburse the Customer as per the applicable provisions of the [DGCA CAR Section 3, Series M, Part IV, Issue I](#), dated 6th August 2010 effective 15th February 2023, as amended from time to time.

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## **18. Codeshare Flights and Interline Arrangements**



**18.1** IndiGo has arrangements with other carriers wherein some of our services are operated under Codeshare arrangements. Under the Codeshare arrangements, although passengers have Booked their ticket with IndiGo, another carrier will operate the aircraft on one or more Flight segments or for that particular Sector.

**18.2** IndiGo will inform the Passengers of the other Codeshare carrier during the Booking process. The Codeshare Partner's conditions of carriage can be found on the Codeshare Partner's website. Passengers itineraries will have journey details for more than Flight with one or more carriers, in such cases, the conditions of carriage of the other Carrier may apply that differ from those of IndiGo.

**18.3** Passengers travelling on Codeshare services may be subject to differing terms regarding:

- i. Baggage acceptance, free baggage allowance and excess baggage charges.
- ii. Facilities provided in case any delay, irregularity or cancellation of a Codeshare Flight.

**18.4** Please visit the Codeshare page for more details click [here](#).

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## **19. Time Limitations on Claims and Actions**



### **19.1. Notice of Claims**

The acceptance of Checked-in Baggage by Customers, without registering any complaints with IndiGo before leaving the airport premises, is a sufficient evidence that the Checked-in Baggage has been delivered in good condition and in accordance with the Conditions of Carriage. A Customer is required to match the identification number mentioned on the Baggage Tag with the Baggage Identification Tag to ensure that the Checked-in Baggage collected by a Customer belongs to him/her. If a Customer fails to conduct such verification and collects the Checked-in Baggage that does not belong to him/her, IndiGo shall take necessary steps to retrieve such Checked-in Baggage in accordance with applicable law.

However, it is clarified that any claims/ losses or damages arising out of loss of Baggage of a Customer due to direct/ indirect act or omission of any other Customer or third party shall be borne solely by such other Customer or third- party. In such cases IndiGo will not be liable for any claims, losses or damages.

### **19.2. Limitation of Actions**

Subject to applicable law, any right to damages shall be extinguished, if an action is not brought against IndiGo within two (02) years of the date of arrival of flight booked by a Customer at the destination, or the date on which the flight was scheduled to arrive at the destination, or the date on which the carriage of a Customer is completed. The method of calculating the period of limitation shall be determined by law of the court where the case is heard.

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## **20. Governing Law and Dispute Settlement Mechanism**



### **20.1. Governing Law**

The Conditions of Carriage shall be construed by and governed in accordance with the laws of India.

## 20.2. Dispute Settlement Mechanism

All disputes or differences arising out of, or in connection with the Conditions of Carriage shall be settled by the courts of Delhi, India, which shall have exclusive and sole jurisdiction to hear all the matters in relation to the Conditions of Carriage.

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## 21. Customer Grievance Redressal

21.1. 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 about our service and wish to submit related grievance, or seek any clarification relating to these 'Conditions of Carriage', please contact us through any of the following:

1. To connect with us : [click here](#)
2. Contact: [Customer.experience@goindigo.in](mailto:Customer.experience@goindigo.in); IndiGo's Call Centre: at 0124-4973838 / 0124-6173838;
3. Nodal Officer, Ms. Isha Gandhi at [nodalofficer@goindigo.in](mailto:nodalofficer@goindigo.in); 0124-4973838 / 0124-6173838
4. Appellate Authority, Mr. Pratik Arjun Sen at [appellateauthority@goindigo.in](mailto:appellateauthority@goindigo.in); 0124-4973838 / 0124-6173838
5. Postal address: InterGlobe Aviation Ltd., Tower C, Level 1, Global Business Park, M.G. Road, Gurugram – 122002, Haryana, India.

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## 22. Frequently Asked Questions

Please click at the link set out [here](#) to access the Frequently Asked Questions (FAQs). The FAQs form an integral part of these Conditions of Carriage.

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## 23. Modifications

IndiGo reserves the right to amend the Conditions of Carriage, at any time, without any prior notice or liability.