

MALAYSIAN AVIATION COMMISSION ACT 2015
MALAYSIAN AVIATION CONSUMER PROTECTION CODE 2016

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MALAYSIAN AVIATION COMMISSION ACT 2015

MALAYSIAN AVIATION CONSUMER PROTECTION CODE 2016

IN exercise of the powers conferred by subsection 69(1) of the Malaysian Aviation Commission Act 2015 [*Act 771*], the Commission prescribes the following code:

PART I

PRELIMINARY

Citation and commencement

1. (1) This code may be cited as the **Malaysian Aviation Consumer Protection Code 2016**.

(2) This Code comes into operation on 1 July 2016.

Interpretation

2. In this Code, unless the context otherwise requires—

“complaint” means a specific written or verbal expression of dissatisfaction concerning a difficulty or problem which a consumer experienced when using or attempting to use services from providers of aviation services;

“baggage” means any personal property carried by the passenger, either by check-in or hand-carry;

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

“Special Drawing Rights” means special drawing rights as defined by the International Monetary Fund;

“days” means calendar days;

“contract of carriage” means a contract for or including aviation services, and includes a contract where the transport is composed of two or more flights operated by the same or different airlines;

“person with disability” means any person whose mobility is reduced when using transport due to—

- (a) any physical disability, whether sensory or locomotory, or permanent or temporary;

(b) intellectual disability or impairment;

(c) age; or

(d) any other cause of disability,

whose situation needs special attention and adaptation to the person's needs of the services made available to all passengers;

“cancellation” means the non-operation of a flight which was previously planned and on which at least one place was reserved;

“aerodrome operator” means the holder of an aerodrome operator license issued by the Commission or any person authorized to operate an aerodrome under the Act;

“airline” means—

(a) a holder of an air service licence or an air service permit issued by the Commission;

(b) a person authorized under the Act to carry by air or use any aircraft for the carriage of passengers, mail or cargo for hire or reward; or

(c) any other person who is permitted to operate a scheduled journey or non-scheduled journey to or from a place in Malaysia under the terms of any agreement or arrangement entered into by the Government;

“contracting airline” means the airline and any of its agents, which concludes a contract of carriage with a passenger;

“operating airline” means an airline that performs or intends to perform a flight under a contract with a passenger or on behalf of another person, legal or natural, having a contract with that passenger;

“volunteer” means a person who has presented himself for boarding under the conditions laid down in subparagraph 10(1) or who has been contacted by an airline prior to the scheduled departure time, and responds positively to the airline's call for passengers prepared to surrender their reservation in exchange for compensation and care as specified in the First Schedule;

“air fares” means the prices to be paid to airlines or their agents or other ticket sellers for the carriage of passengers on air transport services and any conditions under which those prices apply, including remuneration and conditions offered to agency and other auxiliary services;

“reservation” means the fact that the passenger has a ticket or other proof, which indicates that the reservation has been accepted and registered by the airline;

“denied boarding” means a refusal to carry a passenger on a flight, although the passenger has presented himself for boarding under the conditions laid down in subparagraph 10(1);

“ticket” means a valid document giving entitlement to transport, or something equivalent in paperless form, including electronic form, issued or authorized by the airline or its authorized agent.

PART II

MINIMUM SERVICE LEVEL AND STANDARD OF PERFORMANCE FOR AIRLINES AND AERODROME OPERATORS

Full disclosure of air fare

3. (1) An airline shall indicate the final price of air fares to be paid for the air transport service offered or published by the airline in any form, including on the Internet.

(2) The final price of air fares shall include any government imposed taxes and fees, fees and charges imposed by the Commission, charges, surcharges and other related fees which are unavoidable and foreseeable at the time of publication.

(3) In addition to the indication of the final price, the airline shall clearly itemise at least the following items:

- (a) government imposed taxes and fees;
- (b) fees and charges imposed by the Commission;
- (c) passenger service charges;
- (d) security charges;
- (e) baggage fees; and
- (f) fuel charges.

Prohibition on post-purchase price increase

4. An airline shall not increase the price of an air fare after the air fare has been purchased by the consumer, unless—

- (a) such increase is due to government imposed taxes or fees, or fees imposed by the Commission; and
- (b) the consumer is given notice of the potential price increase and has consented in writing before completing the purchase.

Prohibition on automatically adding on services

5. (1) An airline shall not automatically add on any optional services to a customer’s purchase if the customer takes no other action when making the purchase.

(2) Any optional services shall be communicated in a clear, transparent and unambiguous way at the start of any reservation process and acceptance to any of the optional services shall be made by the customer on an opt-in basis.

Identity of operating airline

6. (1) A contracting airline shall—

- (a) inform its consumer the identity of the operating airline when the consumer is making a reservation; and
- (b) specify in the general terms of sale its obligation to inform the consumer of the identity of the operating airline.

(2) If the identity of the operating airline is not yet known at the time of reservation, the contracting airline shall ensure that the passenger is informed of the name of the airline that is likely to act as operating airline on the flight concerned as soon as such identity is established.

(3) If there is a change of an operating airline after the reservation, the contracting airline shall take immediate steps to ensure that the passenger is informed of the change by any means as soon as practicable irrespective of the reason for the change.

(4) The contracting airline shall ensure that its agent is informed of the identity of the operating airline as soon as this is known in particular in the event of a change of such identity.

Disclosure of terms and conditions

7. (1) An airline shall disclose all terms and conditions of the contract of carriage to the consumer before the purchase of a ticket by the consumer.

(2) An airline shall ensure that all the terms and conditions of the contract of carriage is printed on or attached to the ticket or boarding pass, or the incorporation of such terms and conditions of carriage by reference.

(3) The airline shall ensure that the following key terms and conditions are identified on the ticket:

- (a) any conditions and restrictions attached to the fare type;
- (b) any refund and rebooking policies;
- (c) baggage allowance policies;
- (d) any government imposed taxes and fees;
- (e) fees and charges imposed by the Commission;
- (f) any charges, surcharges and other related fees;

- (g) contact details of the airline; and
- (h) other information necessary to inform the passenger of the conditions and the total price of the ticket purchased.

(4) For the purposes of this paragraph, “incorporation of such terms and conditions of carriage by reference” means that the ticket or boarding pass shall state that the complete terms and conditions of carriage are available on the airline’s website.

(5) An airline may stipulate in its terms and conditions that the contract of carriage shall be subject to higher limits of liability than those provided for in this Code or to no limits of liability.

Communication of change in flight status

8. (1) An operating airline shall provide to passengers and to the public information about any change in the status of a flight, as soon as practicable after the operating airline becomes aware of such change by means as may be determined by the Commission.

(2) The airline shall specify the obligation to inform passengers of such change in the status of a flight in the general terms and conditions of the contract of carriage.

(3) For the purposes of this paragraph, “change in the status of a flight” means cancellation of a flight, a delay of thirty minutes or more in the scheduled operation of a flight or a diversion.

Non-discrimination of persons with disability

9. (1) An airline shall not refuse—

- (a) to accept a reservation for a flight departing from an aerodrome to which this Code applies; or
- (b) to embark a person with disability at such an aerodrome, provided that the person concerned has a valid reservation, on the grounds of disability.

(2) An airline may refuse to accept a reservation under subparagraph (1)(a) or to embark a person with disability under subparagraph (1)(b) if—

- (a) the refusal is to meet the safety requirements established by the Director General of the Department of Civil Aviation; or
- (b) the size of the aircraft or its doors makes the embarkation or carriage of that person with disability physically impossible.

(3) An airline may, in order to meet the applicable safety requirements referred to in subparagraph (2)(a), require that a person with disability be accompanied by another person who is capable of providing the assistance required by that person with disability.

(4) In the event of refusal to accept a reservation on the grounds referred to in subparagraph (2)(a) or (b) above, the airline shall make reasonable efforts to propose an acceptable alternative to the person with disability.

(5) A person with disability who has been denied embarkation on the grounds of his disability and any person accompanying such person pursuant to subparagraph (3) shall be offered the compensation and care as specified in the First Schedule.

(6) The right to the option of a return flight or re-routing shall be conditional upon all safety requirements being met.

(7) An airline shall make publicly available, in accessible formats and in at least the same languages as the information made available to other passengers, the safety rules that it applies to the carriage of persons with disability, as well as any restrictions on their carriage or on that of mobility equipment due to the size of aircraft.

(8) An airline that refuses to accept a reservation or to embark a person with disability under subparagraph (2)(a) or (b), or subparagraph (3) shall—

- (a) immediately inform the person with disability the reasons for the refusal; and
- (b) if requested by the person with disability, provide the reasons in subparagraph (a) in writing within five working days from such request.

(9) Where an airline receives notification of the need for assistance by a person with disability at all its points of sale, the airline shall take all measures necessary for the receipt of such notification.

(10) Where the notification referred to in subparagraph (9) is received at least forty-eight hours before the scheduled time of departure of the flight, the airline shall—

- (a) transmit the information concerned within twelve hours from the receipt of notification of the need for assistance to the operating airline, if a reservation was not made with that airline; or
- (b) if the identity of the operating airline is not known at the time of notification, transmit the information to the operating airline as soon as its identity is known.

(11) The notification referred to under subparagraph (9) shall cover a return flight, if the outward flight and the return flight have been contracted with the same airline.

(12) If notification referred to in subparagraph (9) is received less than forty-eight hours before the scheduled time of departure of the flight, the airline shall transmit the information to the operating airline as soon as practicable.

(13) When a person with disability arrives at an aerodrome for travel by air, the operating airline shall make all reasonable efforts to provide the assistance specified in the Second Schedule in such a way that the person concerned is able to take the flight for which he holds a reservation, provided that—

- (a) the passenger presents himself for check-in at the time stipulated by the operating airline; or
- (b) the passenger arrives at a point within the airport boundary designated in accordance with subparagraph (19) at the time stipulated by the operating airline.

(14) When a person with disability transits through an aerodrome, or is transferred by an operating airline from the flight for which he holds a reservation to another flight, the operating airline shall be responsible for ensuring the provision of the assistance specified in the Second Schedule in such a way that the person is able to take the flight for which he holds a reservation.

(15) On the arrival by air of a person with disability at an aerodrome, the operating airline shall be responsible for ensuring the provision of the assistance specified in the Second Schedule in such a way that the person is able to reach his point of departure from the aerodrome as referred to in subparagraph (19).

(16) The assistance provided shall, as far as possible, be appropriate to the particular needs of the individual passenger.

(17) An airline shall—

- (a) ensure that all its personnel, including those employed by any sub-contractor, providing direct assistance to persons with disability have knowledge of how to meet the needs of persons having various disabilities;
- (b) provide disability-equality and disability-awareness training to its personnel working at the aerodrome who deal directly with the travelling public; and
- (c) ensure that all new employees attend disability-related training upon recruitment and that all personnel receive refresher training courses when appropriate.

(18) An aerodrome operator shall be responsible for ensuring the provision of structural amenities and facilities for persons with disabilities in such a way that the person is able to take the flight for which he holds a reservation.

(19) An aerodrome operator shall—

- (a) designate points of arrival and departure within the airport boundary or at a point under the direct control of the aerodrome operator, inside and outside terminal buildings, at which a person with disability can, with ease, announce his arrival at the airport and request assistance; and
- (b) ensure that the points of arrival and departure referred to in subsubparagraph (a) are clearly signed and shall offer basic information about the airport, in accessible formats.

PART III

PASSENGER'S RIGHTS

Entitlement to claims

10. (1) A passenger shall be entitled to claim compensation and care under this Code if the passenger—

- (a) has a confirmed reservation on the flight concerned and, except in the case of cancellation under paragraph 12, presents himself for check-in at the time stipulated by the airline; or
- (b) has been transferred to another flight by an airline from the flight for which he held a reservation, irrespective of the reason.

(2) For the avoidance of doubt, a passenger referred to in subparagraph (1) includes a passenger with a ticket issued under a frequent flyer programme or other commercial programme by an airline.

Denied boarding

11. (1) When an operating airline reasonably expects to deny boarding on a flight, it shall first contact passengers to volunteer to surrender their reservations.

(2) Passengers who volunteered under subparagraph (1) shall be offered compensation and care in accordance with the First Schedule.

(3) If the number of passengers who volunteer is insufficient, the operating airline may deny boarding to any passenger and shall immediately offer compensation in accordance with the First Schedule.

(4) This paragraph does not apply to passengers who are denied boarding on reasonable grounds such as health, safety or security, or inadequate travel documentation.

Flight delay and cancellation

12. (1) Where an operating airline reasonably expects a flight to be delayed for at least two hours in its scheduled time of departure or in the case where a flight is cancelled, the operating airline shall offer passengers the compensation and care as specified in the First Schedule.

(2) The airline is liable for damage occasioned by delay in a flight unless the airline proves that the airline and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for the airline to take such measures.

(3) The liability of an airline for damages under subparagraph (2) is limited to 4,694 Special Drawing Rights for each passenger.

(4) The operating airline shall inform the passengers of the cancellation, and provide an explanation as to the reason for cancellation and possible alternative transport.

(5) An operating airline shall not be obliged to pay compensation if it can prove that the delay or cancellation, as the case may be, is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

(6) The burden of proof concerning the questions as to whether and when the passenger has been informed of the delay or cancellation of the flight shall rest with the operating airline.

(7) For the purpose of this paragraph, “extraordinary circumstances” means circumstances that may, in particular, occur in cases of war, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings and strikes that affect the operation of an operating airline.

(8) Extraordinary circumstances is deemed to exist where the impact of an air traffic management decision in relation to a particular aircraft on a particular day gives rise to a long delay, an overnight delay, or the cancellation of one or more flights by that aircraft, although all reasonable measures had been taken by the operating airline concerned to avoid the delays or cancellations.

Compensation for lost, damaged or delayed baggage

13. (1) Where a baggage does not arrive on the same flight as the passenger, the operating airline is liable to compensate any damage occasioned by the delay and the passenger to whom the baggage belongs shall be compensated unless the operating airline took all reasonable measures to avoid the delay or it was impossible to take such measures.

(2) The liability for baggage delay on a flight is limited to 1,131 Special Drawing Rights for each passenger.

(3) Where baggage is lost while on board the aircraft or during any period within which the checked baggage was in the charge of the operating airline, the passenger to whom the baggage belongs shall be compensated if—

(a) the operating airline admits the loss of the checked baggage; or

(b) the checked baggage has not arrived after the expiration of twenty one days after the date it ought to have arrived.

(4) The operating airline is liable for damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the operating airline.

(5) The liability for lost or damaged baggage on a flight is limited to 1,131 Special Drawing Rights for each passenger.

(6) A passenger may benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

(7) If a baggage is delayed or damaged, the passenger shall write and complain to the airline within—

(a) in the case of a delayed baggage, twenty-one days from the date on which the baggage was placed at the passenger's disposal; or

(b) in the case of a damaged baggage, seven days from the date on which the baggage was placed at the passenger's disposal.

(8) If no complaint is made within the times referred to in subparagraph (7), no action under this Code shall lie against the operating airline.

(9) Where the operating airline is not the same as the contracting airline, the passenger has the right to address a complaint or to make a claim for damages against either the operating airline or the contracting airline.

(10) For the purpose of subparagraph (9), the name or code of an airline indicated on the ticket is the contracting airline.

Compensation for lost or damaged mobility equipment and assistive devices

14. Where mobility equipment or assistive devices of the passenger are lost or damaged whilst being handled at an aerodrome or transported on board an aircraft, the passenger shall receive compensation as set out in the First Schedule.

Notice to inform passengers of their rights

15. (1) An operating airline shall ensure that a notice containing the words “If you are denied boarding or if your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the information stating your rights, particularly with regard to compensation and care” be displayed at check-in counters in a manner clearly visible to the passengers.

(2) The operating airline shall, if requested by a passenger affected by denied boarding, flight cancellation or flight delay of at least two hours, provide to the passenger a written notice setting out—

- (a) the compensation and care in line with this Code; and
- (b) the contact details of the designated department of the operating airline.

(3) In the event the passenger who is affected by denied boarding, flight cancellation or flight delay of at least two hours is blind or visually impaired, the obligation under subparagraph (2) shall be communicated verbally to the passenger.

Conversion of monetary units

16. For the purpose of converting the amount of money required to be paid under the Code from special drawing rights into Ringgit Malaysia, one special drawing right shall be treated as equal to a sum in Ringgit Malaysia as fixed by the International Monetary Fund as being the equivalent of one special drawing right for—

- (a) the day on which the order under subparagraph 18(8) is made by the Commission; or
- (b) if no sum of money has been so fixed for that day, the last day before that day for which a sum has been so fixed.

PART IV**CONSUMER COMPLAINTS****Complaint to airline and aerodrome operator**

17. (1) An airline or an aerodrome operator shall make available the contact number, mailing address and e-mail or web address of the department in the airline or aerodrome operator with which a consumer may lodge a complaint pertaining to its services.

(2) An airline shall publish the particulars referred to in subparagraph (1) on its website and e-ticket confirmation and shall, upon request, provide the particulars at any ticket counter or boarding gate that is staffed by the airline.

(3) An aerodrome operator shall publish the particulars referred to in subparagraph (1) on its website and provide the particulars at the information counter at the aerodrome.

(4) An airline or aerodrome operator shall acknowledge receipt of any complaint lodged to the airline or aerodrome operator within twenty-four hours from the receipt of the complaint and shall send a substantive written response to the complainant and provide a resolution to the complaint within thirty days from the receipt of the complaint.

(5) An airline or aerodrome operator that uses a social networking site and that does not intend for the site to be a method for receipt of consumer complaints shall clearly indicate on the airline or aerodrome operator's primary page of the social networking site that it will not reply to consumer complaints on that site and shall direct consumers to the airline or aerodrome operator's mailing address and e-mail or website location for lodgement of complaints.

Complaint to the Commission

18. (1) A consumer may lodge a complaint to the Commission pertaining to any aviation service in the form and manner as may be determined by the Commission.

(2) A complaint under subparagraph (1) shall not be lodged after the expiration of one year from the date the cause of complaint accrued.

(3) The Commission may, within seven days of receipt of the complaint under subparagraph (1)—

- (a) reject the complaint and notify the complainant the reason for rejection and provide guidance on alternative avenues for redress; or
- (b) accept the complaint and notify the complainant that the complaint will be directed to the provider of aviation service against which the complaint was lodged.

(4) The Commission may reject a complaint under subparagraph (3)(a) if—

- (a) the Commission finds the complaint to be frivolous or vexatious;
- (b) the nature of the complaint does not relate to the civil aviation industry;
- (c) the complaint is the subject of proceedings between the same parties in any court and such proceedings were commenced before the complaint was lodged with the Commission; or
- (d) the subject matter of the complaint has been decided by any court.

(5) Where subparagraph (4)(d) applies, the complaint may be brought before the Commission if the claim before the court is withdrawn, abandoned or struck out.

(6) Where the Commission accepts a complaint under subparagraph (3)(b), the Commission shall forward such complaint to and instruct the provider of aviation service concerned to provide a substantive written response to the complainant and provide a resolution to the complainant within thirty days from the receipt of the forwarded complaint by the provider of aviation service.

(7) The provider of aviation service shall forthwith furnish a copy of the written response under subparagraph (6) to the Commission.

(8) If the provider of aviation service fails to provide a written response under subparagraph (6) or if the Commission finds the response to be inadequate or insufficient to address the complaint, the Commission may make an order to provide remedy to the complainant.

(9) The Commission may, before making an order under subparagraph (8), require the complainant or provider of aviation service to provide further information or documents to the Commission.

(10) An order made by the Commission under subparagraph (4) shall be notified to the complainant and the aviation service provider as soon as practicable.

PART V

CONSUMER AWARENESS

Consumer awareness

19. A provider of aviation service shall make efforts to raise awareness of the consumer rights and the complaints procedures.

Obligations of the airlines

20. The airlines shall—

- (a) prominently publish the minimum service levels and standards of performance within the contracts of carriage;
- (b) display signage at airports, of the minimum service levels and standards of performance as set out in the Code; and
- (c) perform such other obligations as may be determined by the Commission to raise consumer awareness.

PART VI

GENERAL

Reports

21. A provider of aviation service shall furnish a report in the form and manner as may be determined by the Commission, consisting—

- (a) statistics of non-compliance with the Code and their resolution, outlined in appropriate detail;
- (b) statistics on complaints against the respective airlines and aerodrome operator and their resolution, outlined in appropriate detail;
- (c) identified non-compliance with the Code and steps taken to address such non-compliance;
- (d) identified recurring complaints and steps taken to address such complaints;
- (e) steps taken by the respective airlines and aerodrome operators in the development of in-house compliance systems; and
- (f) any other information as may be determined by the Commission.

Penalty

22. The Commission may impose a financial penalty to any person for non-compliance with Part II of the Code, paragraph 11, 12, 13, 14, 15, 17 dan 18 of the Code, Part V of the Code, and Part VI of the Code, an amount not exceeding two hundred thousand ringgit, and in the case of a second or subsequent non-compliance, an amount ten times of the financial penalty which was imposed for the first non-compliance.

FIRST SCHEDULE

[Paragraphs 9, 11, 12 and 14]

COMPENSATION AND CARE

<i>No.</i>	<i>Provision</i>	<i>Description</i>	<i>Compensation/Care</i>
1.	Paragraph 9	Denied embarkation of person with disability on the grounds of disability	<p>The person with disability and any person accompanying him shall be offered the choice between—</p> <p>(a) reimbursement within thirty days, of the full cost of the ticket at the price at which it was bought, including taxes and fees, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, without right to board;</p> <p>(b) a return flight to their first point of departure, at the earliest opportunity; or</p> <p>(c) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity or at a later date at the passenger's convenience, subject to availability of seats, at no extra charge.</p> <p>In the case where a town, city or region is served by several airports, an operating airline offers a passenger a flight to an airport alternative to that for which the reservation was made, the operating airline shall bear the cost of transferring the passenger from that alternative airport either to that for which the reservation was made, or to another close-by destination agreed with the passenger.</p>
2.	Paragraph 11	Passenger denied boarding	<p>The passenger shall be offered free of charge:</p> <p>(a) meals, limited telephone calls and internet access;</p> <p>(b) hotel accommodation where a stay of one or more nights becomes necessary;</p> <p>(c) transport between the airport and place of accommodation (hotel or other); and</p>

No.	Provision	Description	Compensation/Care
			<p>the choice between—</p> <p>(a) reimbursement within thirty days, of the full cost of the ticket at the price at which it was bought, including taxes and fees, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, without right to board; or</p> <p>(b) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity or at a later date at the passenger's convenience, subject to availability of seats, at no extra charge.</p> <p>In the case where a town, city or region is served by several airports, an operating airline offers a passenger a flight to an airport alternative to that for which the reservation was made, the operating airline shall bear the cost of transferring the passenger from that alternative airport either to that for which the reservation was made, or to another close-by destination agreed with the passenger.</p>
3.	Paragraph 12	Flight delayed for two hours or more	Passengers shall be offered free of charge, meals, refreshments, limited telephone calls and internet access in a reasonable relation to the waiting time.
4.	Paragraph 12	Flight delayed for five hours or more	<p>Passengers shall be offered free of charge—</p> <p>(a) hotel accommodation in cases—</p> <p>(i) where a stay of one or more nights becomes necessary; or</p> <p>(ii) where a stay additional to that intended by the passenger becomes necessary; and</p> <p>(b) transport between the airport and place of accommodation (hotel or other).</p>
5.	Paragraph 12	Flight cancellation	<p>(1) Passengers shall be offered the choice between—</p> <p>(a) reimbursement within thirty days, of the full cost of the ticket at the price at which it was bought, including taxes and fees, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, without right to board; or</p>

<i>No.</i>	<i>Provision</i>	<i>Description</i>	<i>Compensation/Care</i>
			<p>(b) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity or at a later date at the passenger's convenience, subject to availability of seats, at no extra charge.</p> <p>(2) Where an operating airline offers a passenger a flight to an airport alternative to that for which the reservation was made, the operating airline shall bear the cost of transferring the passenger from that alternative airport either to that for which the reservation was made, or to another close-by destination agreed with the passenger.</p>
6.	Paragraph 14	Lost or damaged mobility equipment or assistive device	The passenger shall be compensated based on the prevailing market price of the device.

SECOND SCHEDULE

[Paragraph 9]

ASSISTANCE BY AIRLINES

1. Assistance and arrangements necessary to enable persons with disability to—

- (a) communicate their arrival at an airport and their request for assistance at the designated points inside and outside terminal buildings mentioned in subparagraph 9(19);
- (b) move from a designated point to the check-in counter;
- (c) check-in and register baggage;
- (d) proceed from the check-in counter to the aircraft, including the completion of immigration, customs and security procedures;
- (e) board the aircraft, with the provision of lifts, wheelchairs or other assistance needed, as appropriate;
- (f) proceed from the aircraft door to their seats;
- (g) store and retrieve baggage on the aircraft;
- (h) proceed from their seats to the aircraft door;
- (i) disembark from the aircraft, with the provision of lifts, wheelchairs or other assistance needed, as appropriate;
- (j) proceed from the aircraft to the baggage hall and retrieve baggage, with completion of immigration and customs procedures;
- (k) proceed from the baggage hall to a designated point;
- (l) reach connecting flights when in transit, with assistance on the air and land sides and within and between terminals as needed;
- (m) move to the toilet facilities if required.

2. Where a person with disability is assisted by an accompanying person, this person must, if requested, be allowed to provide the necessary assistance in the airport and with embarking and disembarking.
3. Ground handling of all necessary mobility equipment, including equipment such as electric wheelchairs, subject to advance notice of forty eight hours and to possible limitations of space on board the aircraft, and subject to the application of relevant legislation concerning dangerous goods.
4. Temporary replacement of damaged or lost mobility equipment, albeit not necessarily on a like-for-like basis.
5. Communication of information needed to take flights in accessible formats.
6. In addition to medical equipment, transport of up to two pieces of mobility equipment per person with disability, including electric wheelchairs, subject to advance notice of forty eight hours and to possible limitations of space on board the aircraft, and subject to the application of relevant legislation concerning dangerous goods.
7. Communication of essential information concerning a flight in accessible formats.
8. The making of all reasonable efforts to arrange seating to meet the needs of individuals with disability or reduced mobility on request and subject to safety requirements and availability.
9. Where a person with disability is assisted by an accompanying person, the airline will make all reasonable efforts to give such person a seat next to the person with disability.

Dated 30 June 2016

[MAVCOM/EC/(CC)/2016/001; PN(PU2)735]

GENERAL TAN SRI DATO' SRI ABDULLAH BIN AHMAD (R)
Executive Chairman
Malaysian Aviation Commission

Hakcipta Pencetak (H)

PERCETAKAN NASIONAL MALAYSIA BERHAD

Semua Hak Terpelihara. Tiada mana-mana bahagian jua daripada penerbitan ini boleh diterbitkan semula atau disimpan di dalam bentuk yang boleh diperolehi semula atau disiarkan dalam sebarang bentuk dengan apa jua cara elektronik, mekanikal, fotokopi, rakaman dan/ atau sebaliknya tanpa mendapat izin daripada Percetakan Nasional Malaysia Berhad (Pencetak kepada Kerajaan Malaysia yang dilantik).



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KUALA LUMPUR
BAGI PIHAK DAN DENGAN PERINTAH KERAJAAN MALAYSIA