

General Authority of Civil Aviation (GACA)

Customer Protection Rights Regulation

Issued by the Board of Directors of the General Authority of Civil Aviation Resolution No. (20/380) dated 26/5/1438 H (corresponding to 23/2/2017), Based on the Civil Aviation Law issued by the Royal Decree No. M / 44 dated 18/7/1426, and the Statute of the General Authority of Civil Aviation issued by the Council of Ministers Resolution No. (33) dated 11/2 / 1426H.

This translation is provided for guidance.

The governing text is the Arabic Text.

Translation of the Regulation

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Article (1): Definitions

For the purposes of this regulation, the following words and expressions shall have the meanings herein assigned to them unless the context otherwise requires.

1. **"KSA"** means the Kingdom of Saudi Arabia
2. **"GACA"** means the General Authority of Civil Aviation
3. **"Board of Directors"** means the Board of Directors of the GACA.
4. **"Chairman"** means the Chairman of the Board of Directors of the GACA.
5. **"President"** means the President of the GACA.
6. **"Law"** means the Civil Aviation Law.
7. **"Regulations"** means the Customer Protection Regulations.
8. **"Customer Protection Department"** means the competent department in the GACA, which supervises all affairs in relation to the protection of the rights of Customers.
9. **"Customer"** means the passenger who concludes a contract with the Air Carrier operating flights governed by the scope of application of these Regulations.
10. **"Special Needs Customers"** means all passengers that require special assistance and Care to complete travel procedures and board the aircraft.
11. **"Care"** means the necessary Care and services that must be offered by the Air Carrier to Customers under these Regulations.
12. **"Volunteer"** means the passenger that responds to the Air Carrier's call for Volunteers to relinquish their seats and voluntarily accept the compensation offered thereto by the Air Carrier in exchange for relinquishing such confirmed reserved seat.
13. **"Air Carrier"** means a legal person, duly organized and legally authorized to operate in the air carriage sector in accordance with the laws of the Kingdom, acting as operator of scheduled or non-scheduled flights for carriage of passengers, mail, goods or any of them.
14. **"Confirmed Reservation"** means a space requested by the passenger on a specific flight, a specific date and a specific class of service being confirmed on the ticket issued by the Carrier or in any other manner stating that the space is being reserved for the Customer.
15. **"Take-off Time"** means the time determined for the departure of a flight pursuant to the flight schedule approved by the GACA, and announced by the Air Carrier.

16. **"Flight Delay"** means the delay of a flight departure from the original time approved by the GACA and announced by the Air Carrier.
17. **"Travel Status"** means the presence of a Customer in the scope of service of an Air Carrier from the moment he/she receives his/her boarding pass to the moment he/she disembarks the aircraft and receives his/her baggage .
18. **"Force Majeure"** "means an unusual and unforeseeable circumstance beyond the Air Carrier's control, whose consequences could not being avoided even if all due care had been exercised or if it had been impossible for the airline to take such reasonable measures.
19. **"Voucher"** means a paper or electronic receipt given as evidence of the Customer's financial right before the Air Carrier.
20. **"Special Drawing Right (SDR)"** means the monetary standard of the International Monetary Fund. The value of the SDR is converted to its equivalent in Saudi Arabian Riyals.

Article (2): Scope of Application

Without prejudice to the provisions of international treaties and amendments thereto, to which the Kingdom is a state party, the provisions of these Regulations shall apply to:

1. Flights of both national and foreign carriers departing from KSA airports.
2. Flights arriving at KSA airports by a national carrier (unless the passenger is compensated or given assistance according to the regulations of the country of departure).

Article (3): Competences of the Customer Protection Department

The Customer Protection Department shall apply the provisions of these Regulations, to order and supervise their implementation, and may to that end assume, without limitation, the following powers:

1. Issue instructions and the necessary mechanisms for implementation.
2. Supervise guidance of Customers and operating bodies in the air carriage sector in relation to Customer rights and the method of dealing therewith.
3. Receive, review and analyze complaints against Air Carriers, in relation to what falls within the scope of Customer protection and request any data from Air Carriers to resolve the issues pertaining to such complaints.
4. Develop the relevant policies of Customer protection rights in accordance with these Regulations, and submit them for approval by the competent authority.

5. Report any proposed amendments to the provisions of these Regulations to the President to decide on their submission to the Board of Directors.
6. Refer violations of the provisions of the Regulations to the committee indicated in article 174 of the Law to take action.

Article (4): Contractual Relationship

The contractual relationship arises between the Air Carrier and the Customer once the Confirmed Reservation has been issued by the Air Carrier.

The Air Carrier shall be liable towards the Customer from the time of the Customer's presence in the scope of the Air Carrier's service, including the Travel Status.

Article (5): Customer Obligations

The Customer is required to:

1. Read the terms and conditions of the carriage contract before the Confirmed Reservation process has been finalized.
2. Disclose any of his/her needs (if any) before the Confirmed Reservation process has been finalized.
3. Show up at the airport at the time specified by the Air Carrier to finalize travel formalities and follow the Air Carrier's instructions issued to that effect.
4. Provide all documents and fulfill all legal requirements necessary for traveling.

Article (6): Obligations of the Air Carrier

The Air Carrier shall undertake to:

1. Apply all provisions of the Regulations.
2. Provide the GACA without delay with all necessary information, records and documents as requested for the implementation of the provisions of the Regulations.
3. Provide the Customer Protection Department with monthly reports on delayed and cancelled flights, cases of denied boarding and complaints received from Customers. Failure to submit the monthly reports shall be considered an implied declaration by the Air Carrier that it and its employees did not take the necessary measures to avoid the damage incurred by the Customer.
4. Comply with the laws, instructions and circulars issued by the GACA and other relevant laws and instructions.

5. Submit any change, addition, deletion or alteration of any policy affecting the rights of the Customer to the GACA for approval.
6. Clarify terms and conditions of the contract of carriage to the Customer before the Confirmed Reservation has been finalized in any manner whatsoever.
7. Ensure that the Customer has all documents and legal requirements necessary for travel as instructed in this regard.

Article (7): Care and Support

Where boarding is denied, or a flight is delayed or cancelled, the Air Carrier shall provide Customers with care and support at any stage of the flight in the following manner:

1. Refreshments for the first hour from the original time of departure.
2. An appropriate meal if the delay exceeds three (3) hours from the originally scheduled time of departure.
3. Hotel accommodation and transportation to and from the airport if the delay exceeds 6 hours from the originally scheduled time of departure.

Article (8): Denial of Boarding

1. The Air Carrier shall seek to minimize the number of passengers denied boarding.
2. The Air Carrier shall not deny boarding to any Customer, if there is a seat available in a higher class on the same flight. In such a case, the Air Carrier shall upgrade the Customer to the higher class without any additional payments.
3. In case boarding is denied to any Customer due to the fact that alternative seats are not available on the same flight, the Air Carrier must act immediately as follows:
 - a. Provide the Customer with sufficient clear information in writing regarding his/her rights if boarding has been denied, and provide the necessary guidance in this regard.
 - b. Afford the Customer the right to choose between travelling on a different flight operated by the same Air Carrier, or to travel with another Air Carrier. The difference in cost, if any, shall be borne by the Air Carrier.
 - c. If the Customer is denied boarding by the Air Carrier and the Customer decides to terminate the contract, the Air Carrier shall refund the ticket price for any unused sector(s) and provide compensation equal to (100%) of that value.
 - d. The Customer shall not be eligible for compensation resulting from denial of boarding in the following cases:
 - 1) Failure to comply with the provisions of article 5 of these Regulations.

- 2) If the Air Carrier arranges similar air transportation within 6 hours of the originally scheduled departure time.
- e. The Air Carrier may request Volunteers to relinquish their seats in exchange for an offer of compensation by the Air Carrier.

Article (9): Downgrading

1. Downgrading the class on the same flight shall not be considered denial of boarding.
2. The Air Carrier shall not deny boarding to any Customer if there are seats available in a lower class on the same flight. In this case, the Air Carrier shall inform the Customer of the availability of such seats, and the matter shall be processed as follows:
 - a. If the Customer agrees to the downgrade, he/she shall be entitled to a refund equal to the difference between the original fare paid by the Customer and the replacement fare for the segment of flight according to the lowest fare in the class in which the downgrade was applied, in addition to a compensation equivalent to 50% of that amount. This compensation shall not be considered as compensation for any consequential damages resulting from the downgrade in class.
 - b. If the Customer decides to terminate the contract, the price of the unused sector(s) shall be refunded, in addition to a compensation equivalent to 100% of the refund amount. This compensation shall not be considered as compensation for any consequential damages resulting from denial of boarding.
 - c. Care and support stipulated in Article 7 of these Regulations shall be provided.

Article (10): Flight Cancellation

1. In cases other than those involving Force Majeure, the Air Carrier is not permitted to cancel scheduled flights.
2. The Air Carrier shall inform the Customer that his/her flight has been cancelled before its take-off time, and shall take into consideration:
 - a. **For International Flights:**
 - 1) Where the Air Carrier notifies the Customer of the cancellation of a flight fourteen (14) days before the original time of travel; the Air Carrier shall be exempted from the requirements of Care and support. Nevertheless, the Air Carrier shall refund the paid ticket value for the remaining part of the flight to the Customer, in addition to compensation equivalent to 100% of the unused sector(s).
 - 2) Where the Customer is notified of the cancellation of a flight between (14) days and (24) hours before the originally scheduled time of departure, the Air

Carrier shall allow the Customer the option of finding an alternative flight within (24) hours of the originally scheduled departure time or to terminate the contract under Paragraph (6) of this Article.

b. For Domestic Flights:

- 1) Where the Air Carrier notifies the Customer of the cancellation of a flight seven (7) days before the original time of travel, the Air Carrier shall be exempted from the requirements of Care and support. Nevertheless, the Air Carrier shall refund the paid ticket value for the remaining part of the flight to the Customer, in addition to a compensation equivalent to 100% of the unused sector(s).
- 2) Where the Customer is notified of the cancellation of a flight between seven (7) days and (24) hours before the originally scheduled time of departure, the Air Carrier shall allow the Customer an option of finding an alternative flight within less than (24) hours of the originally scheduled departure time or to terminate the contract under Paragraph (6) of this Article.
3. Where the Air Carrier notifies the Customer of the cancellation of a domestic or international flight between 24 hours and 4 hours before the originally scheduled time of departure and the Air Carrier fails to offer the Customer an option of finding an alternative flight within (6) hours from the originally time of scheduled departure and the Customer is forced to make a reservation with a different Air Carrier, the original Air Carrier shall refund the ticket price of the unused sector(s), in addition to a compensation equivalent to (100%) of that value, without prejudice to Care and support requirements stipulated in Article 7 of these Regulations.
4. If the Customer chooses an alternative flight other than the cancelled flight, under the paragraphs (2/A/2) and (2/B/2) of this article, which resulted in extending the Customer's stay at a hotel for an additional time until the departure time of the alternative flight, the Air Carrier shall bear the hotel expenses, meals and transportation from and to the airport for the additional stay per each Customer until the new travel time.
5. In the event of cancellation of a flight while the Customer is at the airport, the Air Carrier shall ensure an alternative flight to the cancelled flight.

The matter shall be processed as follows:

- a. If the alternative flight involves a higher fare section with the same Air Carrier or with a different Air Carrier, then the Air Carrier shall bear the difference in cost.
- b. If the alternative flight involves a lower fare section with the same Air Carrier or with a different Air Carrier, the Air Carrier shall refund the difference in cost of

the class on a lower fare section to which the class was downgraded, in addition to a compensation equal to (50%) of that value.

- c. In all cases, the Air Carrier undertakes to offer Care as stipulated in Article (7) of these Regulations up to the time of departure of the alternative flight.
- 6.** Subject to the provisions of Paragraph (4) of this Article, if the Customer decides to terminate the contract with the Air Carrier due to the cancellation of the flight, the Air Carrier shall refund the ticket price of the unused sector(s), and pay compensation equal to 50% of that value.
- 7.** Except where stated otherwise in the preceding Paragraphs of this Article, in the event that flights are cancelled at airports where no other scheduled flights are available on a daily basis, the consequences arising from cancellation shall be as follows:
- a. The Air Carrier shall secure an alternative flight to the cancelled flight with either the same Air Carrier or a different Air Carrier within a period that does not exceed six (6) hours from the original departure time of the cancelled flight.
 - b. If the time difference between the cancelled flight and the alternative flight exceeds six (6) hours, the Air Carrier undertakes to provide the Care stipulated in Article (7) of these Regulations until the take-off time of the alternative flight.
 - c. Upon the Customer's approval, the Air Carrier shall provide ground transportation to ensure the Customer arrives at the final destination or to the nearest airport that the Customer could depart from to the final destination. In such cases, the Air Carrier shall refund the paid ticket value of that sector of the flight to the Customer, in addition to compensation equal to 50% of that value.
 - d. In the two cases stated in Paragraphs (7/b) and (7/c) of this Article, the Air Carrier must refund the value of the whole flight or the remaining part of the flight to the Customer if the Customer decides to terminate the contract, in addition to a compensation equal to (100%) of that value.

Article (11): Flight Delays

- 1.** The Air Carrier is not permitted to delay flights unless for security and safety purposes according to field reports approved by the GACA.
- 2.** The Air Carrier shall notify the Customer that the flight has been delayed at least 45 minutes before the take-off time, and a notice of the new take-off time shall be given by the Air Carrier.
- 3.** In the case of a flight delay while the Customer is in the hotel, the Air Carrier shall bear the expenses of any additional hotel stay until the alternative take off-time, inform the Customer of the alternative take-off time and provide the relevant guidance in this regard.

4. In the case of an actual flight delay or an anticipated flight delay for a period that exceeds six hours, the Customer shall have the right to request the Air Carrier to consider the flight as a cancelled in accordance with the provisions of flight cancellation mentioned in Article (10) of these Regulations.
5. Where further delay is incurred beyond the new take-off time exceeding six (6) hours, the Air Carrier must extend the Care given to the Customer as stipulated in Article 7 of these Regulations.

Article (12): Special Needs Customers

1. The Air Carrier is not permitted to deny boarding to a Special Needs Customer after issuing the Confirmed Reservation ticket.
2. The Air Carrier shall take into consideration to ensure that the needs of Special Needs Customers are met at no cost, including without limitation;
 - a. Providing wheelchairs and clear guidance signs in the airport during boarding and embarking/disembarking;
 - b. Providing boarding counters to receive Special Needs Customers;
 - c. Ensuring that the boarding and embarking/disembarking service is offered;
 - d. The Air Carrier shall take the necessary measures to ensure notification of Special Needs Customers (particularly in the case of blindness or deafness) regarding times, cancellations, delay or change of flights;
 - e. Undertaking the necessary Care required by the Customer during cancellation, delay, or rerouting of flights, in addition to Care services and compensation as set forth in these Regulations;
3. In the event that a Special Needs Customer is denied boarding or downgraded, the Air Carrier shall:
 - a. Secure the nearest direct or indirect flight departing to the final destination in line with the originally scheduled arrival time.
 - b. Special Needs Customers are entitled to compensation equal to 200% of the total ticket value in the event the Air Carrier does not provide a suitable flight or fails to ensure the availability of the necessary services as stipulated in the above paragraphs.

Article (13): Loss of Baggage

1. The Air Carrier shall compensate the customer with no less than 350 Special Drawing Rights (SDRs) and no more than 1131 Special Drawing Rights (SDRs) for loss, damage or delay of baggage for each customer holding a ticket.

2. If a Customer wishes to increase the level of compensation as a result of the baggage containing valuable or precious items, the Customer must disclose to the Air Carrier the valuable items, and the value thereof, before boarding the aircraft, using the forms prepared for such purposes by the Air Carrier.
3. The Air Carrier shall compensate the Customer for delay or loss of baggage within thirty (30) days from the date on which a claim for compensation has been received by the Air Carrier.
4. The Air Carrier shall compensate the Customer for delayed baggage up to 20 SDRs for each day of delay to a maximum of 100 SDRs for domestic flights, and 40 SDRs for each day of delay to a maximum of 200 SDRs for international flights upon the receipt of delayed baggage.
5. Each additional piece (excess baggage) tagged by the Air Carrier in return for an additional fee shall be treated as a separate piece in accordance with the provisions of this article.

Article (14): Submission of Complaints

1. The Air Carrier shall develop a stated mechanism for receiving and responding to complaints according to forms approved by the GACA.
2. If the Customer intends to file a complaint with the Customer Protection Department, a complaint shall first be lodged with the respective Air Carrier to receive a reference number of such complaint.
3. The Air Carrier shall provide the Customer with a reference number of the complaint.
4. The Customer shall submit the complaint against the Air Carrier to the Customer Protection Department for breach of the provisions of these Regulations within sixty days from the date on which the breach in question takes place.
5. Failure of the Air Carrier to respond to the Customer's complaint within (15) days from the date on which the Air Carrier has been notified by the GACA shall be considered as an acknowledgement of the validity of the complaint.

Article (15): Refunding of Ticket Price and Compensation

1. The Air Carrier shall refund the value of tickets or pay compensation stipulated in these Regulations by cash payment, bank transfer, bank checks or vouchers in accordance with the Customer's wish within no later than 10 business days from the date on which the Air Carrier made acknowledgment of the Customer's right.
2. In the event that a voucher is used, the Customer has the right to:
 - a. Exchange it for cash at any office of the Air Carrier.
 - b. Use it again without paying any additional fees for further usage.

3. The Air Carrier shall commit to disclose its compensation policies and procedures for delayed, lost and damaged baggage on its official website as well as in any prominent place in the sales offices and airports upon the GACA's approval.
4. With regard to compensation for any damages arising from the Air Carrier's non-compliance with the terms and conditions of the contract of carriage concluded between the Air Carrier and the Customer, a lawsuit shall be filed to that effect with the competent court to determine the extent of damage and the amount of compensation.

Article (16): Force Majeure

1. In cases of Force Majeure:
 - a. The Air Carrier shall continuously update and instruct the Customer of the latest information and the relevant changes associated with the situation from the time when the situation was announced until its termination.
 - b. The Air Carrier shall be exempted from the compensation included in these Regulations.
 - c. The Air Carrier shall provide the appropriate Care and support services in these cases.
 - d. The Air Carrier is not permitted to claim Force Majeure if any breach of the provisions of these Regulations is due to a technical failure of the aircraft, operational conditions, scheduling or underestimation caused by the Air Carrier or its employees or due to negligence or default of the Air Carrier or its agents.

Article (17): Successive Carriage and Stopovers

1. A carriage to be performed by several successive Air Carriers under an alliance or code share or commercial arrangement is deemed, for the purposes of these Regulations, to be one undivided flight, whether it had been agreed upon under the form of a single contract or a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within the territory of one state.
2. In the case that the service is performed under commercial arrangements or marketing alliances such as code sharing, the Air Carrier shall clearly inform the Customer of such arrangements.
3. The Air Carrier shall clearly explain all flight itinerary stopovers to the Customer, whether they are on the same aircraft or not.
4. The Air Carrier shall clearly inform the Customer at the point of sale of the actual Carrier operating each sector of the flight as well as the contracting Carrier(s) with which the purchaser has concluded a contract of carriage to complete such a flight.

Article (18): Announcements and Fees

1. The Air Carrier shall commit to the principle of utmost transparency in its advertisements on flights and services provided thereby.
2. The Air Carrier is required to announce its policy and procedures thereof in the Arabic language alongside any other language of its choice by any available means of advertisements and mass media, and display the same in a conspicuous manner in sales offices and airports.
3. The Air Carrier shall not provide misleading information regarding the prices for services and the manner of provision thereof through its advertisement of such services.
4. The Air Carrier shall make the prices of all services offered to Customers available for selection among such prices while using computer reservation systems (CRS).
5. The Air Carrier shall announce any additional fees that are added to the published price in the same advertising material used, provided that such is clear in the same advertising material.
6. The prices advertised are considered as total prices, and the Air Carrier shall not be entitled to add additional fees to such prices, unless such is explicitly included in its advertising materials.
7. When the customer is making a reservation, the Air Carrier shall clarify all fees and charges resulting from the Customer's request to make any changes or modifications to the Confirmed Reservation.

Article (19): Fines

Without prejudice to the compensation entitled to Customers in accordance with the provisions of these Regulations, the Air Carrier shall be fined up to 50,000 Saudi Riyals for breach of the provisions of these Regulations or instructions issued to that effect.

Article (20): General Provisions

1. The Air Carrier shall disclose the rights of the Customer in accordance with the air carriage contract approved by the GACA in a visible place and in clear readable manner, including exclusively:
 - a. The Air Carrier's official website
 - b. Sales offices
 - b. Boarding counters
 - c. Baggage claim area with regard to baggage and compensation.

2. In the event of refusal to carry a pet whose ticket has already been issued, the Air Carrier shall bear the expenses resulting from such cancellation, and shall pay a maximum of 300 Special Drawing Rights (SDRs).

Article (21): Authority to Modify

The Board of Directors is vested with the authority to modify the provisions of these Regulations.

Article (22): Enforcement of the Regulations

1. The Regulations shall come into force within ninety (90) days from the date of their publication in the Official Gazette, and shall abrogate the Customer Protection Regulation issued pursuant to the resolution of the Board of Directors No. (356/T) dated 08/09/1437 AH, and all other previous regulations regarding Customer Protection.
2. These Regulations shall be published in the Official Gazette.