

Board of Directors
General Authority of Civil Aviation



مجلس إدارة
الهيئة العامة للطيران المدني

**Consumer Protection Regulation
in the Civil Aviation Sector
General Authority of Civil Aviation**

Issued by the Board of Directors of the General Authority of Civil Aviation pursuant to the Board resolution No. (8-99) dated 1/8/1431h, based on the Regulation of the General Authority of Civil Aviation issued pursuant to the resolution of the Cabinet of Ministers No. (33) dated 11/2/1426 Hijri (corresponding to 22/3/2005G), and the Civil Aviation Act issued pursuant to the resolution of the Cabinet of Ministers No. (185) dated 17/7/1426 Hijri by the Royal Decree No. (M/44) dated 18/7/1426 Hijri (corresponding to 23/8/2005G).





Index

Part 1:	Applicability and Definitions	4
Article 1	Definitions	4
Part 2:	Preliminary Provisions.....	6
Article 2	Regulation Objectives	6
Article 3	Competencies and Objectives of the Consumer Protection Department	6
Article 4	Relationship with Other Departments	7
Article 5	Scope of Application.....	7
Part 3:	Consumer Rights.....	8
Article 6	Denied Boarding Due to Overbooking.....	8
Article 7	Cancellation of Flights.....	10
Article 8	Delay of Flights.....	12
Article 9	Consumers with Special Needs.....	14
Article 10	Loss of Baggage.....	15
Article 11	Charter Flight.....	16
Article 12	Air Cargo.....	18
Article 13	Force Majeure and Natural Disasters	18
Part 4:	Final Provisions.....	19
Article 14	General Provisions.....	19
Article 15	Announcements and Fees.....	20
Article 16	Guidance.....	21
Article 17	Violations.....	21
Article 18	Fines and Enforcement.....	22
Article 19	Reporting.....	25
Article 20	Interpretation of Regulations Clarification.....	25
Article 21	25
Article 22	25
Article 23	Enforcement of the Regulation.....	26



Part 1

Applicability and Definitions

Article 1 Definitions

The following terms and phrases where included in the Regulation shall carry the meanings adjacent thereto unless the context otherwise requires.

The KSA: means the Kingdom of Saudi Arabia.

GACA: means the General Authority of Civil Aviation in the KSA.

Board of Directors: means the board of director of GACA.

Chairman: means the chairman of the Board of Director of GACA.

President: means the president of GACA.

Regulation: means the Consumer Protection Regulations.

Consumer Protection Department: means the competent department in GACA, which supervises Consumer protection affairs in accordance with the Regulation, the Economic Regulations, and the Civil Aviation Act.

Consumer: means any natural or corporate person who has a relationship with the air carrier or Air Operators for purposes of travel within the scope of GACA during their presence in the airport facilities.

Special Needs Consumers: means all Consumers that require special assistance to complete the travel process and boarding the aircraft, such as wheelchairs.

Volunteer: means the Consumer that responds to the carrier's call for Volunteers to relinquish their space and voluntarily accept the Compensation offered thereto by the air carrier in exchange for relinquishing such confirmed reserved seat.

Reception Halls: means the halls in airports that are assigned for hosting First Class and Business Class Consumers.

Operating Bodies in the Air Carriage Sector: means all governmental and non-governmental bodies and sectors operating in the air carriage sector or in relation thereto.

Air Operators: means all civil and governmental bodies operating on commercial basis in the air carriage sector, including air carriers, ground handling companies and Airport Operators.





Travel: means the presence of a Consumer in the scope of service of an air carrier, including Boarding Procedures.

Boarding Procedures: means the procedures undertaken by the Consumer before the flight, including contracting to travel, ticket purchase, receipt of boarding passes, baggage check-in, as well as the procedures of embarkation and disembarkation, including receipt of the baggage, and the guidance services required from the air carrier.

Take-off Time: means the time determined for the flight to take off pursuant to the flight schedule announced by the air carrier or pursuant to the time agreed upon in the case of charter air transportation.

Arrival Time: means the time determined for the flight to arrive at the destination airport pursuant to the flight schedule announced by the air carrier or pursuant to the time agreed upon in the case of charter air transportation.

Flight Suspension: means stopping a flight or flights to a particular destination or destinations due to a force majeure event or a natural disaster event in circumstances where it is not possible to determine a new time to resume the flight or flights.

Flight Delay: means the delay resulting from a late take off time of a flight from the point of departure or the rerouting thereof during the flight.

Compensation: means the monetary value offered to the Consumer as Compensation for the damages resulting from violation of the air carrier or Air Operator.

Special Drawing Rights: means the monetary standard of the International Monetary Fund. The value of the Special Drawing Rights is set daily by the International Monetary Fund.

Care: means the necessary Care that must be offered by the air carrier or Air Operator to Consumers in the event that they are exposed to a situation that requires Care to be offered to them, such as delay, cancellation, or rerouting of a flight, or in the event of requirement by a Consumer for Care, such as Consumers With Special Needs.

Support: the guidance and documentation services provided by the Consumer Protection Department to notify Consumers of their rights and the manner of claiming such rights, and providing the Support and coordination necessary upon their need to file a claim against the air carrier or Air Operator.





Part 2

Preliminary Provisions

Article 2 Regulation Objectives

- 1) To regulate the relationship between the Consumer and the different Operating Bodies in the Air Carriage Sector in the KSA and that falls under the power and scope of GACA, including air carriers, Airport Operators, ground service providers, travel and tourism agencies, in relation to the provision of services that fall under the scope of GACA.
- 2) To determine the rules of conduct that the Operating Bodies in the Air Carriage Sector must abide by in providing service to Consumers.
- 3) To determine the rules and policies for exercising Care, Support and Compensation to the Consumer.
- 4) To determine the rules and provisions in relation to the penalties and fines that GACA may impose on the Operating Bodies in the Air Carriage Sector upon breach of the provisions of the Regulation.

Article 3 Competences and Objectives of the Consumer Protection Department

- 1) The Consumer Protection Department shall be the competent body to apply the provisions of the Regulation, to order and supervise its implementation, and may to that end assume, without limitation, the following authorities:
 - a) Supervise guidance of Consumers and Operating Bodies in the air carriage sector in relation to the Consumers rights and the method of dealing therewith.
 - b) Receive complaints against air carriers, and airport and ground operators by the Consumer in relation to what falls in the scope of protection.
 - c) Investigate complaints and assist the Consumer and aviation companies to settle the issues related to Consumer Protection.
 - d) Follow up on the implementation by air carriers, airports and ground operators of the provisions of the Regulation, and investigate breaches and complaints, as well as impose the appropriate fines in accordance with the Regulation.
 - e) Propose the necessary amendments to the Regulation to the President,
 - f) Issue circulars, detailed policies, and reports necessary to follow upon implementation of the provisions of the Regulation.





- g) The Consumer Protection Department shall set the minimum terms and conditions of the overbooking policy that the air carriers may follow.
 - h) Coordinate with the airports, Air Operators, and other related bodies within or outside GACA to improve the infrastructure and reach the optimum regulatory and application environment that is consistent with the provisions of the Regulation, and to raise the standards of Consumer Care.
 - i) Contract with consultants and operators to undertake the tasks of Consumer Protection to the highest standard.
- 2) Provide the terms and conditions of the air carriage contracts, contracting procedures, and methods of dealing with Consumer complaints, as well as the requirements of disclosure and guidance.
 - 3) Represent GACA at commissions, agencies, local and international conferences relating to Consumer Protection and participate in their activities.

Article 4 Relationship with Other Departments

- 1) The Consumer Protection Department may coordinate with other departments of GACA for the purposes of undertaking its tasks.
- 2) Taking into consideration matters of security and safety, the relevant departments within GACA shall give priority to Consumer Protection matters, and coordinate with the Consumer Protection Department to undertake its duties to the highest standard.
- 3) The Consumer Protection Department shall represent GACA before the administrative and executive bodies in relation to implementation of the provisions of the Regulation to achieve the optimum regulatory and application environment.

Article 5 Scope of Application

- 1) The provision of the Regulation shall apply to the following:
 - a) All domestic and international air carriage of persons, baggage, or goods on flights arriving at the KSA or departing therefrom, without contradiction with the provisions of international treaties to which the KSA is party.
 - b) Operations of airport and ground operators related to the Consumer.
 - c) Air carriers and airport and ground operators must comply with all the regulations, rules, circulars, and detailed policies that are applicable thereto, and provide the GACA without delay with all the information, records, and documents that the GACA may request for purposes of applying the Regulation and administrative decisions issued by the GACA pursuant to the such Regulation.





- d) The administrative body of the air carrier and ground operators, and its employees, must fulfill any request issued by the GACA to clarify any matter or assist in any investigation related to application of the Regulation.

Part 3

Consumer Rights

Article 6 Denied Boarding Due to Overbooking

- 1) An air carrier is entitled to overbook its flights, provided that it ensures that as small a number of persons as possible holding confirmed reserved space on that flight are denied boarding involuntarily.
- 2) National Air Carriers shall submit their overbooking policy to GACA represented by the Consumer Protection Department for approval.
- 3) Foreign Air Carriers shall submit to GACA represented by the Consumer Protection Department their overbooking policy adopted by the respective civil aviation authorities in the country where its headquarter is located.
- 4) Air carriers shall display in a conspicuous manner their overbooking policy and inform the Consumers thereof when conducting their travel procedures, either via phone call, the air carrier's website, sales offices and counters, or when boarding at the airport.
- 5) In addition to what was set forth in Article (6/3), a foreign air carrier shall announce any significant differences in its overbooking policy, which provide less Consumer Rights than those determined by GACA.
- 6) In the cases in which an air carrier has to deny a Consumer from boarding due to overbooking, and in the event that alternative seats in a section for which a higher fare is charged than that specified on the ticket are available on that same flight, then the air carrier must upgrade the Consumer to the higher fare section.
- 7) In the cases in which the air carrier has to deny a Consumer from boarding due to overbooking, and in the event that alternative seats in a section for which a higher fare is charged than that specified on the ticket are not available on that same flight, then the air carrier must announce its request for Volunteers to relinquish their space in exchange for a Compensation offer provided by the air carrier.
- 8) In the event in which the air carrier has to deny a Consumer from boarding due to overbooking and insufficient number of Volunteers coming forward, the air carrier must immediately provide





the necessary Care, Support, and Compensation to the Consumer involuntarily denied boarding in the following manner:

- a) The air carrier must immediately provide sufficient clear information in writing to the Consumer of his rights upon being involuntarily denied boarding for overbooking, and must provide the necessary guidance in this regard.
 - b) In the event that seats in a section for which a lower fare is charged on the same flight are available, the air carrier must inform the Consumer of the availability of such seats on a lower fare section, in accordance with Article (6/8/e) below.
 - c) Subject to the provisions of Articles (6/6) and (6/8/b), the air carrier must grant the Consumer the right to choose between traveling on a different flight of the same air carrier, or a flight of a different air carrier, provided that the air carrier shall bear the difference in boarding costs, if any.
 - d) If the Consumer decides to wait until the next flight of the air carrier, or if the soonest alternative flight requires waiting for longer than an hour and less than six (6) hours in the airport, then the air carrier must permit the Consumer to use the Reception Halls in the airport, if any.
 - e) Downgrading the class on the same flight due to overbooking shall not be considered denied boarding, however in such event the Consumer seated in a section for which a lower fare is charged shall be entitled to a refund equal to the difference between the fare price paid by the Consumer and the replacement fare for the segment of flight during which the downgrade was applied.
 - f) In the event of denied boarding a Consumer having a connecting flight from the point of arrival to other destinations, the air carrier must ensure that the Consumer reaches the destination point at the soonest time possible with the least time of delay whether via other air carriers or a higher fare class, provided that the air carrier bears the difference in costs, if any. The Consumer must provide evidence of the connection from the point of arrival.
- 9) A Consumer denied boarding involuntarily from an overbooked flight shall not be eligible for denied boarding Compensation due to any of the following:
- a) The Consumer does not fully comply with the carrier's contract of carriage or tariff provisions regarding ticketing, reconfirmation, and check-in at the airport in a reasonable time before the flight to complete the travel procedures, as per the air carrier's policy.
 - b) If the air carrier arranges comparable air transportation or an alternative means of transportation to the final destination of the Consumer within six (6) hours from the original take-off time.
- 10) The air carrier shall undertake to pay to the Consumer the relevant Compensation within thirty (30) days from the date of confirmation of the Consumer's entitlement for Compensation, or



from the date of issuance of a decision by GACA of the Consumer's entitlement for Compensation. The Consumer shall be compensated an equivalent of one thousand five hundred (1500) Saudi Riyals for each day of delay in payment of the Compensation.

Article 7 Cancellation of Flights

- 1) Subject to the aspects of security and safety, the air carrier shall undertake all necessary measures to reduce the number of cancelled flights.
- 2) The air carrier must as reasonably early as possible advise the Consumer of the cancellation of a flight as follows:
 - a) If the air carrier notifies the Consumer of the cancellation of the flight seven (7) days in advance of the date of travel, the air carrier shall be exempted from the requirements of Care, Support, and Compensation, provided that the air carrier refunds the ticket value to the concerned Consumers.
 - b) If the Consumer was notified of cancellation of the flight less than seven (7) days before the date of travel, the air carrier must offer to the concerned Consumer the option of finding an alternative flight or refund of the ticket value for the whole flight or for the remaining part of the flight.
 - c) In the event that the concerned Consumer chooses an alternative flight other than the cancelled flight, in accordance to Article (7/2/b), which resulted in extending the Consumer's stay at a hotel for an additional time until the time of the alternative flight, the air carrier shall bear the hotel expenses and meals for the additional stay, up to a maximum of three thousands (3000) Saud Riyals for each Consumer for each day until the new travel date.
- 3) In the event of cancellation of a flight for instantaneous circumstances while the Consumer is in the airport, and the Consumer chooses to board an alternative flight, then the Consumer must be treated as follows:
 - a) If travel was to take place on 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 if the cost of boarding the alternative flight is higher than the cost of boarding the same air carrier.
 - b) If travel was to take place on a lower fare section with the same air carrier or with a different air carrier, the air carrier shall compensate the Consumer an equivalent of one hundred percent (100%) of the cost difference or five hundred (500) Special Drawing Rights Units, whichever is greatest.
- 4) The Compensation in both cases stated in Article (7/3) above may be made by issuing an open destination travel ticket valid for one (1) year from the date of issuance thereof provided that the Consumer agrees to such.



- 5) If the Consumer voluntarily decides to cancel his contract with the air carrier due to cancellation of the flight, then the air carrier must refund the full value of the ticket to the Consumer.
- 6) The air carrier must prepare a declaration form titled "Voluntary Cancellation of the Contract by the Consumer", which must be signed by the Consumer in order to be entitled to the refund of the full ticket price.
- 7) In the event of non-existence of the declaration form mentioned in Article (7/6), then the Consumer's statement shall be accepted as true.
- 8) The provisions of delay periods shall be applied in accordance with Article (8/6) to the time period between the cancelled flight and the alternative flight.
- 9) In the Domestic Airports, the air carrier must secure an alternative flight to the cancelled flight with the same air carrier or with a different carrier within a period that does not exceed six (6) hours from the time of take-off of the cancelled flight, unless such is not possible for security and safety reasons.
- 10) If the departure airport of a domestic flight is a domestic airport, and the distance between the departure point and the arrival point or the nearest airport that the Consumer could depart from to the arrival point does not exceed four hundred (400) kilometers, then the air carrier must provide ground transportation means to ensure arrival of the Consumer at his destination as soon as possible, and refund the value of the ticket for that part of the Consumer's flight.
- 11) In the case of Articles (7/9) and (7/10), if the delay between the cancelled flight and the alternative flight exceeds six (6) hours, then the air carrier must, in addition to providing the Care required, compensate the Consumer an amount of three hundred (300) Saudi Riyals for every hour of delay provided that the total value of the Compensation is capped at three thousands (3000) Saudi Riyals, and such Compensation shall not be considered an alternative to providing the Care services.
- 12) In the cases stated in Articles (7/9) and (7/10), the air carrier must refund the value of the whole flight or the remaining part of the flight to the Consumer if the Consumer voluntarily decided to cancel his travel.

Article 8 Delay of Flights

- 1) Subject to the aspects of security and safety, the air carrier shall undertake all efforts to reduce the number of delayed flights and the periods of delay.
- 2) If the air carrier notifies the Consumers of delay of the flight or change in the scheduled time (14) days before the date of travel, the air carrier shall be exempted from the requirements of Care, Support, and Compensation.
- 3) The air carrier shall not be liable for damages occasioned by delay if it could prove that the air carrier and employees and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.



- 4) Subject to the aspects of security and safety, the air carrier must undertake all efforts to provide the Consumer with as much advance notice as possible of the delay of the flight, and the notification must include the new possible time for take-off.
- 5) In the event that the air carrier does not announce the new possible time for take-off, then the air carrier must, in addition to providing the Care required, compensate the Consumer an amount of three hundred (300) Saudi Riyals for each hour of delay, provided that such Compensation does not exceed three thousand (3000) Saudi Riyals.
- 6) Subject to the provisions of Articles (8/5) and (8/12), where boarding of an aircraft is delayed, carriers shall provide the following Care for Consumers:
 - a) Refreshment for the first hour from the original time of departure.
 - b) A hot meal if the expected delay period exceeds three (3) hours from the time of the originally scheduled departure.
 - c) Hotel accommodation if the expected delay period exceeds six (6) hours from the time of the originally scheduled departure.
- 7) The Consumer shall be entitled to choose between the Care services stated in Article 8/6 hereinabove or to be compensated as follows:
 - a) Nothing in exchange for the refreshments required for the first hour of the delay.
 - b) An equivalent of fifteen (15) Special Drawing Rights Units in exchange for a hot meal if the expected delay period exceeds three (3) hours from the time of the originally scheduled departure.
 - c) An equivalent of fifty (50) Special Drawing Rights Units in exchange for the hotel accommodation if the expected delay period exceeds six (6) hours from the time of the originally scheduled departure.
- 8) Airport operators must support the air carrier by providing the infrastructure and the necessary facilities to provide the Care services stated in Article (6)).
- 9) In the event that the air carrier is unable to provide the Care services stated in Article (6)) due to the unavailability of the infrastructure in the airport in which the delay took place, the Consumer shall be compensated by the air carrier in accordance with Article (7)), and the air carrier shall have the right to claim from the Airport Operator or GACA. in the event that GACA is responsible for operating the airport, a Compensation equivalent to half the cost of the Care and Compensation value provided by the air carrier to the Consumer.
- 10) In the event of a delay of the flight before the Consumer arrives at the airport facilities, the air carrier shall bear the cost of extending the Consumer's hotel accommodation until the new take-off time, provided that the air carrier's responsibility does not exceed fifty (50) Special Drawing Rights Units, provided that the Consumer provides evidence of his incurring such costs.



- 11) The provisions of Articles (6) and (7)) shall apply to the cases in which the air carrier needs to change the route of the flight during the flight.
- 12) In the event of delay of a flight of expected delay thereof for a period that exceeds six (6) hours, the Consumer shall be entitled to request that the air carrier consider the flight as cancelled in accordance with the provisions of flight cancellations included in the Regulation.
- 13) In the event that a further delay is incurred beyond the expected delay in arrival as announced by the air carrier, such that the total time of delay exceeds six (6) hours, the air carrier must, in addition to the Care required, compensate the Consumer an amount of three hundred (300) Saudi Riyals for each hour of delay, provided that such Compensation does not exceed three thousand (3000) Saudi Riyals, and the mentioned Compensation shall not be considered an alternative to providing the Care services.

Article 9 Consumers With Special Needs

- 1) The air carrier is not permitted to deny boarding a Consumer With Special Needs, unless that such denial is for purposes of security and safety on board of the aircraft or for maintenance of the health of the Consumer.
- 2) The air carrier, Airport Operator, and ground service provider must take into consideration the needs of Consumers With Special Needs, including without limitation:
 - a) Providing wheelchairs and clear guidance signs in the airport and while boarding and departing the aircraft.
 - b) Providing aircraft boarding services free of charge by the ground handling companies.
 - c) Undertaking the necessary measures to ensure notification of Consumers With Special Needs (particularly in the case of blindness or deafness) regarding times, cancellations, or delay of flights. The air carrier shall bear the liability for failure to do so.
 - d) Undertaking the necessary Care required by the Consumer during cancellation, delay, or rerouting of flights.
 - e) Equipping the sales counters and airport facilities by the Airport Operators to receive Consumers With Special Needs.
- 3) In the event that a Consumer With Special Needs is denied boarding after his ticket has been issued, or in the event that the air carrier, Airport Operators, or ground service providers fail to provide the necessary services to a Consumer With Special Needs, such parties shall be required to submit their justification for their failure within five days from the date of the failure to provide service, or from the date of GACA becomes aware of their failure to provide the service, or else such will be considered a acknowledgement that the relevant Consumer is entitled to Compensation in accordance with the Regulation.



- 4) A Consumer With Special Needs shall be compensated for denied boarding after his ticket has been issued or in the event that to the Airport Operators fail to provide the services or necessary facilities, an equivalent of two hundred percentage (200%) of the total value of the travel ticket, in addition to the entitlements of denied boarding included in the Regulation.

Article 10 Loss of Baggage

- 1) The air carrier must commit to undertaking the necessary diligence and care to ensure that a Consumer's baggage is not delayed, lost, or damaged.
- 2) The air carrier must compensate the Consumer up to a maximum of one (1000) thousand Special Drawing Rights Units for the loss, damage, or delay of a Consumer's baggage.
- 3) If a Consumer wishes to increase the level of Compensation as a result of the baggage containing high value items, the Consumer 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.
- 4) The air carrier must provide to GACA its lost baggage Compensation policy within ninety (90) days from the date of enforcement of the Regulation, or else it shall be committed to compensate the Consumer based on the maximum limit for each claim.
- 5) The GACA shall be entitled to decline the air carrier's Compensation policy or amend the same in accordance with the direction of GACA.
- 6) The air carrier shall commit to disclosing its Compensation policy for delayed, lost, and damaged baggage on its internet website as well as in a visible place in the sales offices and airports.
- 7) The air carrier must compensate the Consumer for delay of baggage within two (2) days from the Consumer's notification of such delay in accordance with the applicable procedures.
- 8) The air carrier must compensate the Consumer for damage of the baggage within ten (10) days from the date on which the baggage is deemed damaged in accordance with the procedures of the air carrier.

Article 11 Charter Flights

- 1) Charter flight means the non-scheduled commercial air transportation of persons and their accompanied baggage, and of property, on a time, distance, or flight basis where the entire planeload capacity of one (1) or more aircraft has is operated on behalf of the lessor.
- 2) General charter flight is a charter flight whose seats are sold individually, to groups, or as part of travel-package-services by travel and tourism agencies.
- 3) Special charter flight is a charter flight provided to the Consumer outside the framework of the General charter flight.



- 4) Charter Flights Agents comprise travel and tourism agencies that are registered with GACA as agents for selling charter carriage services.
- 5) Charter carriage providers in the KSA must register Charter Flights Agents selling their services on their behalf with the Consumer Protection Department.
- 6) The charter carriage service agreement must be in writing, and a template must be approved by the Consumer Protection Department before commencement of provision of such services.
- 7) The Consumer charter contract must include clear and explicit provisions, and at a minimum, must include the following information:
 - a) The name of the contracting charter air carrier and the actual air carrier.
 - b) The name of the Consumer concluding the contract of carriage despite the number of Consumers boarding the flight.
 - c) Origin, destination, and transit points and the duration thereof.
 - d) Referral to the Consumer Compensation provisions for delay or cancellation of flights, and for loss of baggage.
 - e) Provisions, methods, and time periods of refunding the value of carriage to the Consumer in the event of cancelled flights.
- 5) Unless otherwise waived by GACA, any charter air carrier wishing to conduct Consumer charters in domestic or international air transportation must submit a bond or irrevocable letter of credit for approval to GACA along with its application for such charter approval.
- 6) The bond or irrevocable letter of credit required by this subsection shall be sufficient to cover fifty percent (50%) of the one-way ticket price for all ticketed Consumers per the price agreed upon with the Consumers, such that the number of ticketed Consumers is multiplied by the one-way ticket price, and the product is divided by two.
- 7) The GACA may decide to exempt the charter air carrier from the bond and the irrevocable letter of credit requirements or replace such with other guarantees in accordance with the detailed policies issued by GACA from time to time.
- 8) Air charters under this Article shall meet the following requirements:
 - a) If the Consumer charter is on a round trip- basis, the departing flight and returning flight may be performed by different charter air carrier.
 - b) Consumer charter operators may not cancel a charter flight less than seventy two (72) hours before the scheduled date of departure of the outbound flight for any commercial reason, including insufficient number of passengers, except when a force majeure circumstances that makes it physically impossible to perform the charter,.



- c) If a charter is canceled less than seventy two (72) hours before scheduled departure for a force majeure circumstances that make it physically impossible to perform the charter flight, the operator must provide a notice of the cancellation to each passenger as soon as possible.
 - d) No entity or individual shall accept any charter participant's payment for return transportation unless the participant has specified a particular return flight and there is available such return flight.
 - e) Substitutes may be arranged for Consumer charter participants at any time preceding departure.
 - f) Participants who provide the Consumer charter operator or its sales agent with a substitute participant, or who are substituted for by a participant found by the operator shall receive a refund of all monies paid to the operator.
- 9) The Consumer shall be compensated an equivalent of one thousand (1000) Special Drawing Rights Units for each day of delay in refunding a Consumer for cancelled flights.
- 10) Scheduled air carriage provisions shall apply to General Charter Flights, and to avoid confusion, general incidental air carriage shall be considered as such when selling its seats individually or for groups for the same flight.

Article 12 Air Cargo

- 1) No national air carrier shall be entitled to operate all-cargo aircrafts or provide all-cargo air carriage unless it holds insurance that covers liability for aircraft accidents.
- 2) The air carrier must include terms and conditions of the air carriage in the bill of lading in a clear manner.
- 3) Each air carrier shall maintain for a period of one (1) year a copy of each pricelist, air freight contract document, or any other document that reflects the changes, new additions, or whatever public or special fees or rules that govern local air freight which have not been announced, unless such carriage is conducted in accordance with a tariff that is valid and registered with GACA.

Article 13 Force Majeure and Natural Disasters

- 1) The air carrier must provide the maximum possible Care and Support services in the events of natural disasters and force majeure.
- 2) The air carrier shall not be liable toward a Consumer in respect of events of natural disasters and force majeure if it proves that it has undertaken the required measures or it was impossible to undertake the required measures. In events of natural disasters and force majeure, the provisions of Articles (7) and (8) shall be applied to the extent possible, without being binding on the air carrier.



- 3) The Air carrier shall be entitled to suspend its flights in events of natural disasters and force majeure.
- 4) The air carrier must, upon suspension of its flights in events of natural disasters and force majeure, to the extent possible, notify the Consumers of the time of the alternative flight.
- 5) The air carrier shall, in events of natural disasters and force majeure, provide a free calling number for Consumers to call and follow up on any news or changes related to the event.
- 6) Any event that results in the impossibility of operating a certain flight or flights to a certain destination or destinations for reasons beyond the control of the air carrier or that cannot be avoided thereby shall be considered force majeure events. Technical malfunction of the aircraft shall not be deemed a force majeure event.
- 7) Airport operators shall undertake to provide the infrastructure and the necessary required services to assist the air carrier in managing the affairs of the Consumers in the best manner during events of natural disasters and force majeure.
- 8) The air carrier must notify the Consumer Protection Department in writing of any failure in the infrastructure and services that must be provided by the Airport Operators in events of natural disasters and force majeure.

Part 4

Final Provisions

Article 14 General Provisions

- 1) Apart from expressing the compensations with Special Drawing Rights Unit in this regulation, compensations shall be paid to the Consumers in Saudi Riyals with the rate on the date of incident.
- 2) The Airport Operator must inform the air carrier in the event of device or guidance screen malfunction which could prevent Consumer information from being delivered to the Consumer.
- 3) The air carrier must inform the Consumer of the provisions relating to the transport of pets before accepting to carry them on its flights.
- 4) In the event of non-acceptance of carriage of a pet to which a ticket was already issued, the air carrier shall bear the expenses resulting from such cancellation, provided that such expenses are no more than three hundred (300) Special Drawing Rights Units.
- 5) The cases that must be referred to the judicial authorities must be mentioned.



- 6) The air carrier must provide to the Consumer all the fees to choose among when using the auto-reservation systems.
- 7) In the events of chartered flights or the purchase of flights via travel and tourism agencies, the Consumer is entitled to claim from the air carrier (actual carrier), regardless of the nature of the contract, all its rights under the Regulation, and the air carrier (actual carrier) shall claim its rights from the travel and tourism agency in accordance to the contractual agreement between them.
- 8) The air carrier shall not be entitled to deny boarding of Consumers traveling to perform Hajj or Umrah unless for security and safety reasons, and such Consumers shall take priority in Support, guidance, and Compensation entitlements.
- 9) The national and foreign air carrier must announce the Point of Meeqat for pilgrims traveling for Hajj or Umrah, in internal or international flights.
- 10) The air carrier must commit to the provisions of the Hajj Instructions Governing the Carriage of Pilgrims by Air which is issued by GACA annually, and deal with such Instructions as part and parcel of the Regulation.
- 11) In the event of inconsistency between the Regulation and the Hajj Instructions Governing the Carriage of Pilgrims by Air which is issued by GACA annually, the provisions and terms of the Hajj Instructions Governing the Carriage of Pilgrims by Air shall be applicable in relation to pilgrims.
- 12) The Consumer that commits any of the following acts on board of a civil aircraft shall be considered in violation to the provisions of the Regulation and will not be eligible to any compensation and the air carrier has the right to take the necessary actions against him, in accordance to the GACA and Safety Regulations:
 - a) Does not refrain from smoking or smokes in the toilet or any other place.
 - b) Tampers with the smoke detector device or with any other safety related device that is present on the aircraft.
 - c) Turns on any portable electronic device when such is prohibited.
 - d) Refuses to sit in an assigned seat or refuses to wear a seatbelt.
 - e) Any personal conduct that may result in disturbing the passengers on the flight.

Article 15 Announcements and Fees

- 1) The air carrier must commit to the principle of utmost transparency in its advertisements on flights and services provided thereby.





- 2) The air carrier must not provide misleading information regarding the prices for services and the manner of provision thereof through its advertisement of such services.
- 3) The air carrier must advertise any additional fees that are added to the advertised fee in the same advertising material used, provided that such is clear in the same advertising material.
- 4) 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 included explicitly in its advertising materials.
- 5) In the event of providing a service through the common symbols or through a leased flight and its crew, the air carrier must announce such to the Consumer in a clear manner when providing the travel services.
- 6) The air carrier must disclose the Consumer rights in accordance with the air carriage contract approved by GACA in a visible place and in a clear readable manner to the Consumer, including exclusively:
 - a) The air carrier's internet website.
 - b) Sales offices.
 - c) Boarding counters.
 - d) Baggage information and Compensation, at the area of baggage receipt.
- 7) Airport operators must provide the necessary area for such advertisements without charging the air carrier or the ground service providers any fees.
- 8) The air carrier must notify GACA immediately when the Airport Operators do not permit it to provide the necessary announcements or do not cooperate therewith.

Article 16 Guidance

- 1) The air carrier must guide the Consumer to the methods of claiming its rights via the carrier's internet site, sales offices and counters.
- 2) The air carrier must provide the forms for complaints and claims on its internet site, sales points and boarding counters.
- 3) Airport operators must ensure the clarity of loud speakers and efficiency of announcement screens for Consumer guidance.

Article 17 Violations

- 1) Subject to the provisions of Part (12) of the Civil Aviation Act, the Consumer Protection Department GACA shall have the right and full authority to undertake the necessary measures to investigate violations by the air carrier, Airport Operators, and service providers if the situations so requires.





- 2) Non compliance by the air carrier, ground operators, or Airport Operators of the provisions of the Regulation shall be deemed an explicit violation which shall be subject to the appropriate fines as determined by the Consumer Protection Department from time to time, including without limitation:
 - a) Applying the policy of Over booking by the National Air Carrier before the approval of the Consumer Protection Department is considered violation of the Regulations and would result in penalty decided by the GACA
 - b) Not providing the monthly reports as in Article 19 of this Regulation and the detailed policies decided by GACA from time to time
 - c) Take Off average as per schedules announced is less than 75% for three months in a row.
 - d) Selling the Charter Flights by Charter flight Agencies on behalf of the service provider without being registered in the Consumer Protection Department is considered violation on the Charter Flights provider and would result in penalties decided by the GACA in accordance to this regulation.
 - e) Delay is payments for Consumers more than the specified time in the Regulation or in GACA detailed policies or compulsory administrative decisions.
- 3) The Consumer Protection Department GACA shall be the competent party to issue circulars and detailed policies for violations and applicable fines for each violation of the provisions of the Regulation.

Article 18 Fines And Enforcement

- 1) The Consumer is subject to the limitation period included in the air carriage contract in relation to the complaints filed with GACA regarding the air carrier for any action or failure that is considered a violation of any of the provisions of the Regulation or any requirements issued thereunder.
- 2) The Consumer shall be entitled to submit his complaints regarding any action or failure that is considered a violation of any of the provisions of the Regulation or any requirements branching therefrom in relation to the ground operators within sixty (60) days of the date of the incident or event that is subject of the complaint or the date of learning by the Consumer thereof.
- 3) The following shall not be included in calculating the limitation period:
 - a) The time period between the date of submitting the claim to the air carrier or the ground operation until receipt therefrom of their response to the claim.
 - b) The time period between the date of receipt by GACA of the complaint and the date of receipt of the final decisions by GACA regarding that particular claim.





- 4) The air carrier and the ground operator shall be entitled to object to the decision of the Consumer Protection Department within fifteen (15) days from the date of notification of issuance of the decision, by means of an official letter submitted to the President of GACA.
- 5) In the event of non-objection by the air carrier or the ground operator to the decision of GACA within the period specified in Article (18/4), GACA's decision shall be deemed final and binding thereon.
- 6) The GACA may at its own discretion extend the time period determined for providing a response to a complaint.
- 7) The air carrier or ground operator shall be entitled to object to the final and binding the decision of GACA before the competent administrative courts in accordance with the relevant regulations.
- 8) In the event that GACA determines that a violation of any of the provisions of the Regulation or any other regulations has taken place, it may initiate a notification to undertake the necessary measures to compel application with regards to the violation, without the need to receive any complaint in relation to the violation.
- 9) In the event that GACA requires information from the air carrier or the ground operator relating to a violation, and they fail to respond to GACA within the period specified by the notification of GACA or do not request an extension for this period, such action shall be deemed an acknowledgement of their responsibility towards the violation.
- 10) Pursuant to Article (162) of the Civil Aviation Act, GACA may, at its own discretion, suspend the licensing of the economic operation of the national or foreign air carrier, whether before or after taking the decision regarding the complaint filed pursuant to this Part.
- 11) Subject to the upper limit of the fines and Compensations that are included in the Civil Aviation Act, the fines related to violation of the provisions of the Regulation and the instructions and orders issued thereunder, shall be as follows:
 - a) Ten thousand (10,000) Special Drawing Rights Units for each case that is dealt with in violation of the provisions of the Regulation, in the event that the average rate of service provision at the specified time by the air carrier during the preceding three months is less than sixty percent (60%).
 - b) Seven thousand and five hundred (7,500) Special Drawing Rights Units for each case that is dealt with in violation of the provisions of the Regulation, in the event that the average rate of service provision at the specified time by the air carrier during the preceding three (3) months is less than seventy percent (70%) and more than sixty percent (60%).
 - c) Five thousand and five hundred (5,500) Special Drawing Rights Units for each case that is dealt with in violation of the provisions of the Regulation, in the event that the average



rate of service provision at the specified time by the air carrier during the preceding three months is less than eighty percent (80%) and more than seventy percent (70%).

- d) Two thousand and five hundred (2,500) Special Drawing Rights Units for each case that is dealt with in violation of the provisions of the Regulation, in the event that the average rate of service provision at the specified time by the air carrier during the preceding three (3) months is less than ninety percent (90%) and more than eighty percent (80%).
 - e) Five hundred (500) Special Drawing Rights Units for each case that is dealt with in violation of the provisions of the Regulation, in the event that the average rate of service provision at the specified time by the air carrier during the preceding three (3) months is less than one hundred percent (100%) and more than ninety (90%).
 - f) Three thousands (3000) Saudi Riyals for every violation if the Air Carrier is not abide by the Articles (6.4), (6.5) and (6.6) of this regulation and the penalty would double if the violation is repeated.
- 12) The GACA, represented by the Consumer Protection Department, may impose the necessary fines in accordance to its decisions and announcements from time to time, for the purpose of raising the service standard and ensuring that the operators provide such service as required, including:
- a) Temporary suspension of licenses, permits, or privileges issued thereby for a limited period, or revocation thereof.
 - b) Prohibiting a foreign aircraft pilot from flying in the KSA territory for limited time period, or indefinitely.
 - c) Imposing a fine that is equivalent to twice the tariff of normal air carriage of Consumer and cargo that are carried in violation of the Regulation.
 - d) Without prejudice to imposing the designated penalties, GACA may undertake the necessary measures to prevent, stop, or remove the violations to the provisions of the Regulation, and compel the violator to pay all the expenses incurred by these authorities in this regard.
- 13) The final and valid financial fine determined by GACA shall be doubled if the air carrier or operator does not pay that fine as imposed by GACA within sixty (60) days of GACA's decision.
- 14) If the permit or license issued by GACA is suspended, the operator or the carrier may not continue the operation or activity whose permit or license was suspended, until receiving an official notice from GACA to the effect that the operator or carrier may continue its operations or activities.





- 15) If the permit or license issued by GACA is revoked, the operator or the carrier may not continue the operation or activity whose permit or license was revoked, until such operator or carrier files a new application and GACA grants him a new permit of license in accordance with these regulations.

Article 19 Reporting

- 1) The Air Operator shall undertake to submit a monthly report on delayed and cancelled flights, cases of denied boarding, and the complaints received from customers and the manner and results of its handling.
- 2) Failure to submit the monthly reports on the dates determined by GACA shall be considered a declaration by the air carrier that it and its employees did not undertake the necessary measures to avoid the damage incurred by the Consumers.
- 3) For purposes of Article (18/11), failure by the air carrier to submit the monthly performance reports requested by GACA shall be considered a declaration that it deserves the upper limit of the fines and penalties set by the Regulation.

Article 20 Interpretation of the Regulation Clarification

GACA is the authorized and responsible body for enforcing and interpreting the provisions of this Regulation.

Article 21

The President of GACA is vested with the authority to delete or add or alter any of the provisions of this Regulation whenever necessary.

Article 22

This Regulation shall cancel and replace all previous regulations relating to the Consumer Protection in the field of Civil Aviation, and shall supersede all contradicting provisions of other regulations and rules concerning the Consumer Protection in GACA field.

Article 23 Enforcement of the Regulation

The Regulation shall come into force within ninety (90) days from the date of adoption thereof by the Board of Directors of GACA.

