

Passenger Rights Protection Regulations

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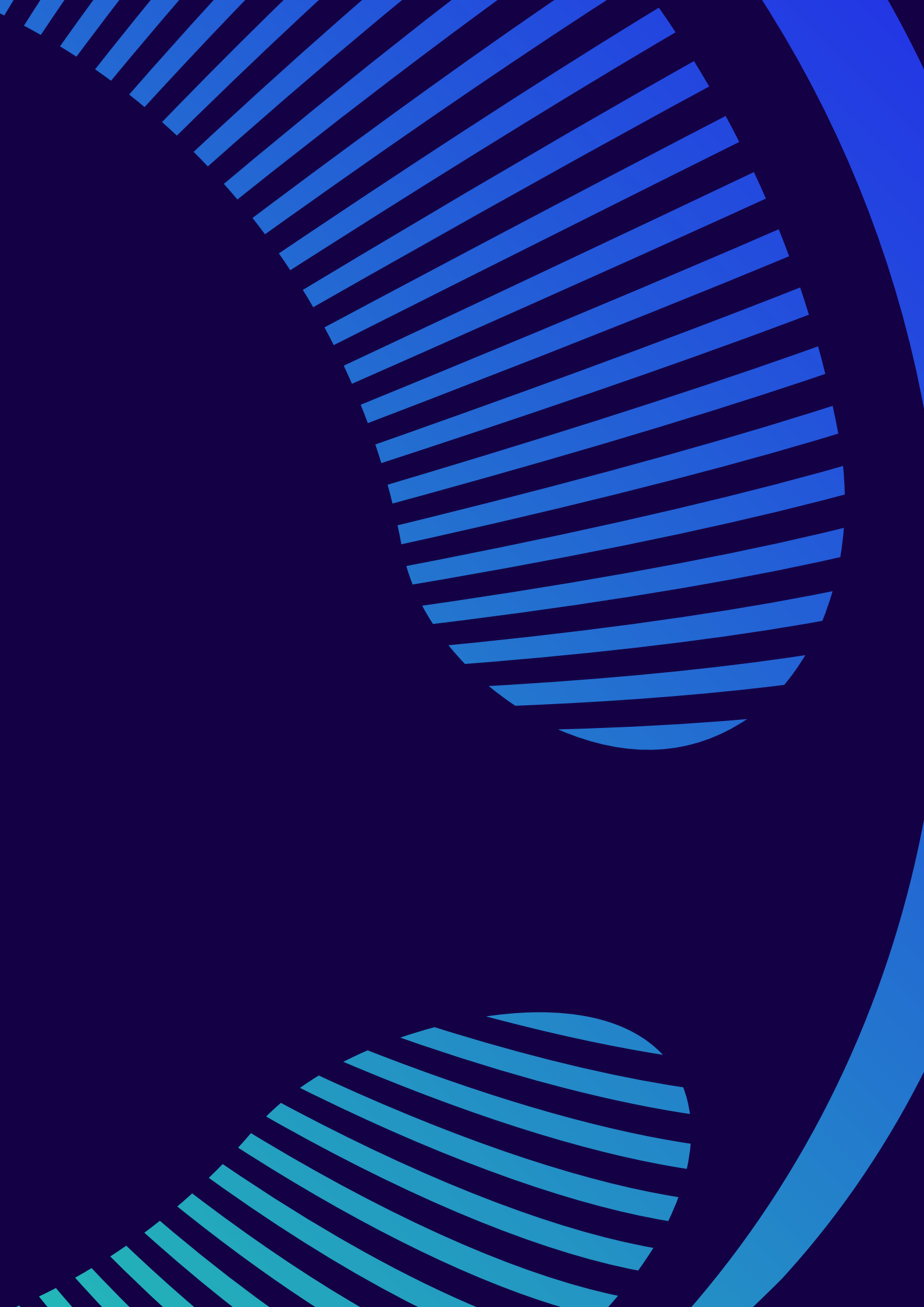
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Section One

Definitions, Objectives, and Scope of Application



Section One: Definitions, Objectives, and Scope of Application

First: For the purposes of this Regulation, the following words and expressions shall have the meaning assigned to them below, unless the text indicated otherwise

1. KSA:

the Kingdom of Saudi Arabia.

2. GACA:

the General Authority of Civil Aviation.

3. Board of Directors:

the Board of Directors of GACA.

4. President:

the President of GACA.

5. Law:

the Civil Aviation Law.

6. Regulation:

the Passenger Rights Protection Regulations.

7. Passenger:

A passenger who enters into a contract with the air carrier that operated flights to which the scope of this Regulation applies.

8. Passenger Rights Protection Department:

the competent department at GACA that supervises all matters related to the protection of passenger rights.

9. Special Drawing Right Unit (SDR Unit):

the calculation unit adopted by the Convention for the Unification of Certain Rules for International Carriage by Air, held in Montreal in 1999, to define the limits of liability in the local currency, which is periodically updated by the International Monetary Fund.

10. Travel Ticket:

A document or electronic record issued by the air carrier that pertains a confirmed booking for the passenger to transport from the point of departure to the point of arrival on a specific flight with a specific date, time, and class of service.

11. Charter Transport:

the irregular commercial air transport of individuals and their baggage on a duration basis, flight distance basis, or flight basis when the aircraft or aircrafts are fully loaded for the benefit of the charter (lessee).

12. Special Needs Passengers:

Passengers with disabilities or any passengers whose travel requires prior special arrangements with the air carrier to complete the travel procedures and board the aircraft. This includes the elderly, pregnant women, children, overweight individuals, or those with temporary movement difficulty for medical reasons.

13. Carry-on Baggage:

the baggage that the passengers carry along in the cabin of the aircraft.

14. Checked Baggage:

the baggage that the air carrier agrees to transport in the aircraft's baggage storage unit.

15. Overbooking:

the practice of selling bookings by the air carrier to a number of passengers exceeding the number of seats that the aircraft can accommodate.

16. Denial of Boarding:

the refusal to transport a passenger on the flight specified on the reservation due to overbooking.

17. Force Majeure:

an exceptional event or condition that is beyond the control of the air carrier, and which cannot be expected, predicted, or avoided during the normal practice of activities, and such event will cause a delay in flights, a change in the flight schedule of the air carrier, or cancellation of flights.

18. Final Destination:

the station/destination on which the flight ends, whether for non-stop flights or directly connected flights, as per the agreed-upon reservation.

19. Supporting Tools and Equipment:

this includes, for example, any manual or electric wheelchair, walker, cane, crutch, prosthetic limb, or other aid specifically designed to assist a person with a disability or limited mobility, and whose condition requires the use of such mobility aids.

20. Tarmac Delay:

the time the aircraft remains on the ground, starting from the completion of the boarding until the time it takes off. For departing flights, Tarmac Delay is calculated starting from the time on which the boarding is completed until the time of the aircraft's departure. In case of arriving flights, Tarmac Delay is calculated starting from the time the aircraft lands on the tarmac until the passengers are allowed to depart the aircraft.

21. Ticket Price:

the full price paid for the ticket, inclusive of any taxes and other fees, including the administrative fee charged by the air carrier for all optional and non-optional services included in the ticket.

22. Travel Organizer:

any licensed operator who organizes trips and tourist programs, sells and markets them inside or outside the Kingdom to the public on a regular basis for a fee, and this includes providing air transport as part of the travel package.

23. Care:

the necessary care and services that the air carrier must provide to passengers in accordance with the Regulations.

24. Support:

the instructions, directives, and information that the air carrier is obligated to provide to passengers when the air carrier is unable to fulfill the obligations entrusted to the air carrier under the contract of carriage.

Second: for any terms not defined in this Regulations, the definitions set out in the relevant international treaties in which the Kingdom is a party, law, or regulations shall apply thereto

Article Two: Objectives

The Regulations aim to:

1. Contribute to improving air transport services and enhancing their efficiency.
2. Regulate the activities of providing service from the air carrier to the passenger, and achieve sustainable integration.
3. Improve the experience of the passenger traveling from and to the Kingdom, and inside it, by offering the necessary care and support services.
4. Enhance the preservation of passenger rights in order to obtain an organized, safe, and sensitive transport that is considerate of the needs of the passenger.

Article Three: Scope of Application

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

1. All flights departing from any of the KSA airports, whether the air carrier is a national or foreign carrier.
2. All flights arriving at KSA airports by a national carrier, unless the passenger is compensated according to the regulations of the country of departure.
3. All passengers, including those traveling using discounted tickets or holders of benefits in accordance with the loyalty programs offered by the air carrier.
4. Passengers who are traveling as part of travel packages with respect to air transport only, excluding other services.
5. Passenger complaints related to baggage for flights arriving to KSA on a foreign air carrier.

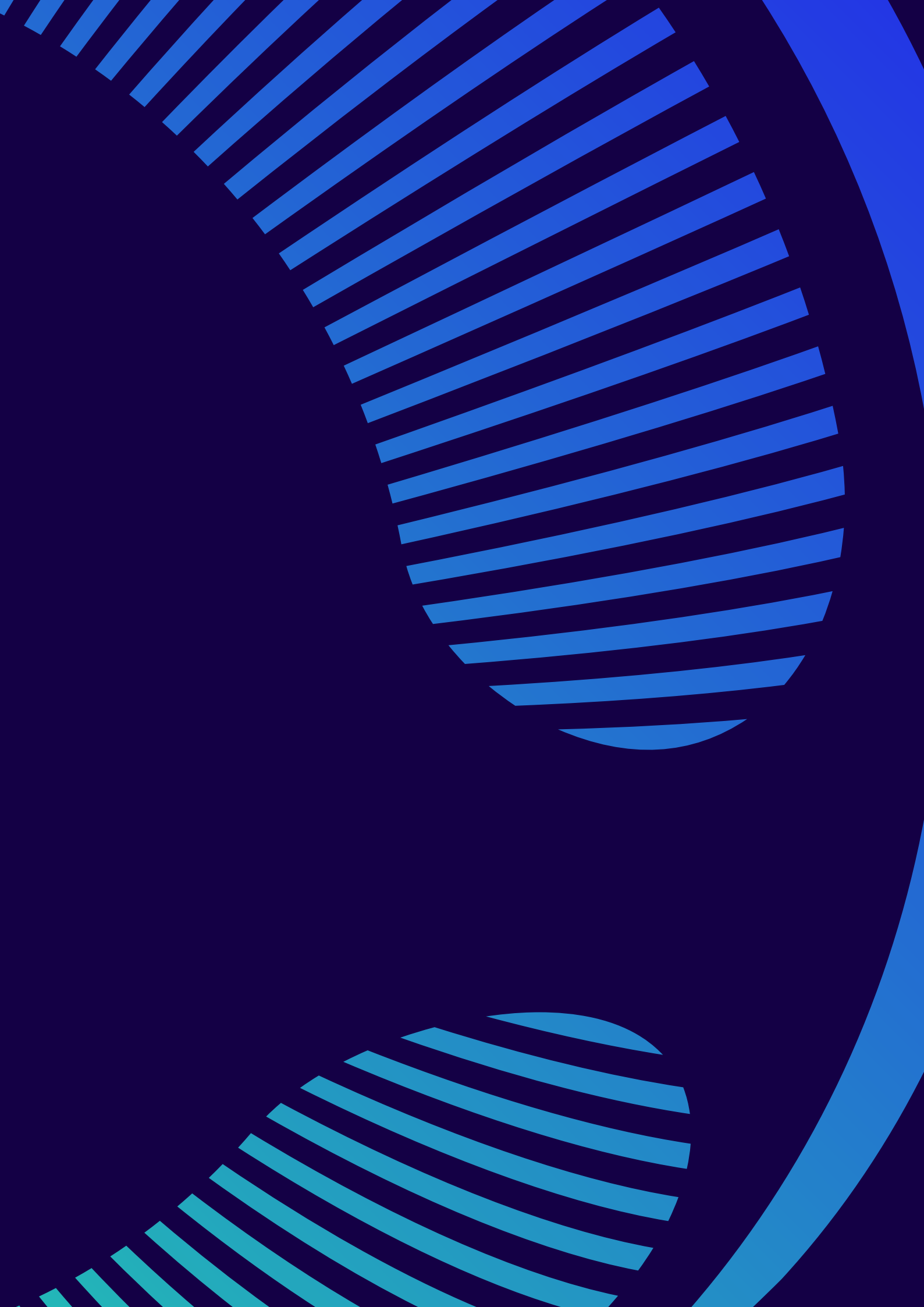
Article Four: Contractual Relationship

1. The relationship between the air carrier and the passenger is established and becomes subject to the terms of the Regulations upon issuing the Reservation.
2. Upon executing the air flight, or any part thereof, through an actual air carrier, the actual carrier shall be liable for applying the provisions of the Regulations toward the passenger within the limits of the part of flight implemented by the actual carrier, while the contracting carrier is liable for the whole flight.
3. The air carrier shall be responsible for providing the services specified in the Regulations. The air carrier shall not invoke their non-availability or the possibility of their non-availability unless the air carrier notifies the passenger of this when making the reservation.



Section Two

Passenger Rights



Article Five: Passenger Rights

The air carrier shall provide the following rights to the passenger:

1. Transparency:

The passenger shall be provided with all needed information regarding the completion of the Reservation in accordance with the air carriage contract, as well as the mechanism for dealing with flight delays, cancellations, Denial of Boarding, baggage delay or damage, and so on, in accordance with the details provided in the Regulations. In addition to clearly and not misleadingly announcing the ticket price components, including discounted promotions.

2. Effectiveness of communication channels:

Where the passenger is able to communicate quickly and effectively with the air carrier to complete the Reservation and travel procedures, and to obtain the necessary care and support when needed inside and outside the airport.

3. Commitment to the dates specified in the flight schedule:

Commitment to the departure and arrival times specified in the flight schedule and shown in the Reservation.

4. Not to deny boarding:

Commit to boarding the passenger on the flight according to the Reservation, and to provide the needed care and support when boarding is not possible, in accordance with the terms of the Regulations.

5. Handover of Checked Baggage:

Delivery of checked baggage at the same destination agreed upon in the Reservation, intact and without delay.

6. Loyalty programs:

Clarify the terms and conditions of loyalty programs to the Passenger and abide by all the promises and benefits contained therein, provided that this does not lead to a violation of the provisions of the Regulations.

7. Care and Support:

Provide the needed care and support in the cases that require it in accordance with the provisions of the Regulations.

8. Compensation:

Compensate the Passenger in cases that require compensation in accordance with the provisions of the Regulations.

Article Six: Passenger Obligations

The passenger is required to:

1. Review the terms and conditions of the carriage contract, as published by the air carrier, before making the reservation.
2. Provide the air carrier with the correct contact information when making the Reservation.
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, according to the regulations and instructions of the country of departure, the country of arrival, and the countries of stopovers.
5. Disclose to the air carrier of any disabilities or special needs – if any – when making the reservation.
6. Commit to public decency and avoid any action that would affect the safety of the flight or disrupt its take-off at the scheduled time, or any action that could result in considering the passenger as a unruly passenger, according to Article (168) of the Law.

Article Seven: Air Carrier Obligations

The air carrier is required to:

1. Ensure that the passenger has all official papers and documents necessary for entering the KSA or leaving it to the final destination, as well as the required documents for the transit airports.
2. Explain the terms and conditions of the air carriage contract in a simple manner that can be read by the passenger and make it available in Arabic and English languages, provided that it shall include the following:
 - Ticket prices.
 - Flight schedules.
 - Loyalty program benefits.
 - Services available to persons with disabilities and Special Needs Passengers.
 - A communications mechanism in cases of a flight delay, flight cancellation, Denial of Boarding, and damage or delay of baggage.
 - A mechanism for obtaining care, support, and compensation in case of a flight delay, flight cancellation, or Denial of Boarding.
3. Publish the Regulations on the air carrier's website and points of sale for awareness, along with any related policies and procedures in Arabic and English languages.
4. Inform the passenger as soon as information is available regarding flight prepone, Denial of Boarding, flight cancellation, or flight delay. The notification shall include any additional delays according to the details provided in the Regulations, and the air carrier must explain the following:
 - The cause of flight preponing, Denial of Boarding, flight cancellation, or flight delay.
 - Compensation options that the passenger is entitled to.
 - Types of care and support services that the air carrier offers to the passenger.

5. Communicate with the passenger in cases requiring care, support, and compensation. The air carrier is not exempted from this obligation if the passenger does not subscribe to the paid text messages service.
6. Provide GACA without delay with all necessary information, records, proofs, and documents for the related flights – including audio recordings, video recordings, electronic records, and reports – that GACA requests.
7. The air carrier must make available a system related to passenger rights protection adopted by GACA, provided that such system includes an appropriate mechanism for processing the issues that face the passenger, and guarantees providing the needed resources to support the passenger in cases of operational disturbance.

Article Eight: Announcements and Fees

1. The Air Carrier shall announce any additional fees that are added to the published price in the same advertising material used in the initial announcement, including any due taxes.
2. The air carrier shall clarify all fees that apply to any changes or modifications that a passenger wishes to apply when making the Reservation or amending it.
3. The air carrier shall refrain from providing any misleading information about service prices and mechanisms when announcing them.

Article Nine: Bringing Flights Forward

1. The air carrier is prohibited from bring flights forward unless it is required for security and safety reasons based on reports approved by GACA.
2. The passenger shall have the choice between accepting the flight brought forward or selecting an alternative suitable flight.
3. The time difference between the original flight and the alternative flight accepted by the passenger shall be treated in accordance with the provisions of "Flight Delays" specified in the Regulations.
4. In the event a flight is brought forward, the passenger has the right to terminate the contract with the air carrier, in which case said flight shall be deemed cancelled under the flight cancellation provisions of these Regulations and shall be subject to compensation provisions.

Article Ten: Flight Delays

1. The air carrier shall commit to the announced flight schedule and the flight times shown in the Reservation, unless such delay is for security and safety reasons, based on reports approved by GACA.
2. The air carrier shall notify the passenger about the flight delay at least (45) minutes prior to take-off time, and the notice shall contain the new take-off time.

3. The air carrier shall update the flight status and any additional delays every (30) minutes, and the consecutive delay periods for the same flight shall be treated as a continuous period.
4. Taking into consideration the provisions stipulated in Paragraph (3-C) of Article Seventeen of the Regulations, the air carrier shall be responsible for the cost of extending the passenger's accommodation until the new flight time in case the flight delay occurs while the passenger is in a paid accommodation location, whether a hotel or any other residential unit with the same purpose, and the passenger shall be informed of the new departure time and given the necessary support.
5. Cases of delays in departure and their duration are dealt with by offering care and support services based on the time difference between the actual and the scheduled departure time.
6. The compensation resulting from flight delays is calculated based on the actual arrival time of the passenger compared to the arrival time specified in the Reservation. The compensation is provided as follows:
 - The equivalent of (50) Special Drawing Rights Units if the total flight delay duration is three to six hours
 - The equivalent of (150) Special Drawing Rights Units if the total flight delay duration is more than six hours.
7. The passenger has the right to request the termination of the contract with the air carrier in case the flight is delayed for a period exceeding (2) hours, and the passenger is entitled to a full refund of the ticket price only, without the deduction of any fees.
8. In case the flight delay extends to over (5) hours, then the passenger has the right to consider the flight canceled and the passenger is entitled to compensation as per the cancellation provisions specified in the Regulations.

Article Eleven: Tarmac Delay

1. For the duration of the tarmac delay, the air carrier shall provide:
 - Access to toilets, if the aircraft is so equipped.
 - Adequate ventilation and air conditioning or heating.
 - Food and drink.
 - The passenger with the ability to contact people outside the aircraft.
2. In the event the tarmac delay period reaches (3) hours, the air carrier shall give the passenger the choice to disembark the aircraft, unless so prohibited for security and safety reasons
3. In the event of disembarking the aircraft, priority shall be given to persons with disabilities and special needs and assistants or companions thereof, whether persons or animals.
4. In the event of choosing to disembark the aircraft, the passenger has the right to request the air carrier to treat the flight as cancelled under the flight cancellation provisions of these Regulations.

Article Twelve: Flight Cancellation

1. The air carrier is not permitted to cancel scheduled flights except in cases involving Force Majeure or for safety and security reasons based on reports approved by GACA.
2. When informing the passenger of the cancellation of a flight, the air carrier shall take the following into consideration:
 - To offer the passenger of the available alternative flights.
 - To clarify to the passenger his/her right to care, support, and compensation.
3. In case the passenger accepts the alternative flight, the passenger is not entitled to compensation, and the provisions related to flight delays mentioned in this Regulation shall apply to the time difference between the original flight and the alternative flight.
4. The passenger has the right to terminate the contract when a flight is canceled and the passenger does not accept an alternative flight. In such case, the air carrier shall be relieved from providing the care and support stipulated in Article Seventeen of the Regulations.
5. Termination of the contract upon the cancellation of a flight shall entail a refund of the full value of the ticket, including any additional fees paid by the passenger to complete the reservation, such as seat selection fees, baggage fees, and other fees.
6. The passenger is entitled to compensation in case a flight is canceled by the air carrier according to the following terms:
 - A refund of the ticket value or the remaining part of the flight and compensating the passenger with the equivalent to (50%) of the value of the remaining part of the flight, if the air carrier informed the passenger of the cancellation during the period from 60 days to 14 days prior to the time of departure.
 - A refund of the ticket value or the remaining part of the flight and compensating the passenger with the equivalent to (75%) of the value of the remaining part of the flight, if the air carrier informed the passenger of the cancellation during the period from 14 days to 24 hours prior to the time of departure.
 - A refund of the ticket value or the remaining part of the flight and compensating the passenger with the equivalent to (150%) of the value of the remaining part of the flight, if the air carrier informed the passenger of the cancellation during the period from 24 hours prior to the time of departure until the time of departure.
7. When canceling a flight that is listed as a discounted flight as a result of offers announced by the air carrier, compensation shall be made according to the highest price value of the class that was booked according to the approved tariff.
8. In case the flight is cancelled in airports that do not have ongoing flights on daily basis, the air carrier shall provide an alternative method of transportation upon the approval of the passenger to guarantee his/her arrival at the destination or to the nearest airport that he/she can depart from the destination.

Article Thirteen: Denial of Boarding

1. The air carrier shall exert all necessary efforts to minimize denial of boarding due to overbooking.
2. The air carrier shall upgrade the passenger to the higher class without any additional payments when alternative seats are available on the same flight.
3. The provisions related to Downgrading specified in Article Fourteen of the Regulations shall apply when an alternative seat is available in a class that is below the class reserved by the passenger when the passenger agrees to downgrade to that seat.
4. The air carrier may request volunteers to relinquish their seats in exchange for an offer of compensation by the air carrier.
5. When a passenger is denied boarding due to overbooking, the air carrier must act as follows:
 - Provide the passenger with clear information in writing, and provide the necessary care and support in this regard.
 - Give the passenger 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.
6. In the event that a passenger who is denied boarding accepts an alternative flight, the time period between the flight on which he/she was denied boarding and the alternative flight shall be dealt with in accordance with the provisions for Flight Delays stipulated in the Regulations.
7. The passenger has the right to reject the denial of boarding and terminate the contract. In such cases, the air carrier shall refund the ticket value for the unused part of the flight, as well as compensate the passenger with the equivalent of (200%) of that value.
8. The air carrier shall be relieved from compensating the passengers in cases of denial of boarding in case the air carrier is able to provide the passenger with an alternative flight within two hours from the original departure time.
9. The following segments are excluded from denial of boarding:
 - Persons with disability.
 - Special Needs Passengers.
 - First-degree relatives, in addition to the accompanying domestic workers.
 - Unaccompanied minors.
 - Travel groups.

Article Fourteen: Downgrading

1. Downgrading the class on the same flight shall not be considered Denial of Boarding in case the passenger agrees to such downgrade.
2. When the passenger agrees to the downgrade, he/she shall be entitled to a refund equal to the difference between the original fare paid by the passenger 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 consequen

3. In case the passenger decides to terminate the contract, the air carrier shall refund the ticket value for the unused part of the flight, in addition to providing a compensation equivalent to (200%) of the ticket value.

Article Fifteen: Checked Baggage

1. The passenger has the right to transport baggage in accordance with the provisions of the Reservation, this includes Carry-on Baggage and Checked Baggage provided that the baggage meets the terms and conditions of the air carriage contract in terms of the permitted quantity, dimensions, and weight.

2. The air carrier is obligated to check in the baggage under the passenger's name according to the allowed number of baggage for each passenger without any excess baggage unless the freight value for the excess baggage is calculated separately.

3. The air carrier must make the check-in and disclosure mechanisms available in digital and paper forms in case the baggage requires exceptional treatment, such as excess baggage, oversized baggage, or high-value baggage that require disclosure.

4. In case of baggage delay at the Final Destination, the passenger shall be compensated according to the following details:

- The equivalent of (148) Special Drawing Rights Units when the baggage arrives after the arrival time specified in the Reservation, for the first day.
- The equivalent of (60) Special Drawing Rights Units for each day of delay starting from the second day, with a maximum compensation of (1288) Special Drawing Rights Units.

5. Cases of baggage loss, defect, or damage shall be treated as follows:

- The passenger shall be compensated for the loss of baggage with (1288) Special Drawing Rights Units.
- The passenger shall be compensated for the defect or damage of baggage with up to (1288) Special Drawing Rights Units.
- The air carrier shall be exempted from compensation in case the defect or damage was caused by an underlying or inherent defect in the baggage.
- In case the Checked-in Baggage does not arrive within (21) twenty-one days from the date on which it was scheduled to arrive, then the passenger has the right to request that the air carrier treats the baggage as lost.

6. If a passenger wishes to increase the level of compensation due to the baggage containing valuable or precious items, the passenger must disclose to the air carrier the valuable items, and the value thereof, before checking the baggage in the aircraft, using the forms adopted by the air carrier for such purposes. The compensation for such baggage will be calculated according to the value disclosed in the disclosure form.

7. For compensation purposes, each piece of baggage,, such as excess baggage, will be treated as a separate piece in accordance with the provisions of this Article.

8. The provisions of this Article apply to the cases in which the baggage is accepted by the air carrier, then circumstances require that it be re-delivered to the passenger because he/she was unable to travel for any reason.

Article Sixteen: Stopovers and Successive Carriage

1. For the purposes of these Regulations, the carriage conducted by a number of connecting carriers shall be deemed one and indivisible carriage, if it is agreed between the passenger and air carrier, whether said agreement is in the form of a single contract or a series of contracts.
2. In the case that the service is performed under commercial arrangements or strategic alliances such as code sharing, the contracting air carrier shall clearly inform the passenger of such arrangements, through the points of sales, regarding the carrier or carriers with whom the passenger is connected in the contractual relationship to complete that trip.
3. The air carrier shall clearly explain all flight itinerary stopovers to the passenger, whether they are on the same aircraft or not, and specify the actual carrier for each part of the trip.
4. In case the air carrier cancels any of the destinations specified in the itinerary of a successive carriage flight that is part of a confirmed reservation, the air carrier must inform the passenger. The passenger shall have the right to reschedule the flight as appropriate or request the termination of the contractual relationship and that the flight is treated as a canceled trip in accordance with the provisions of Flight Cancellation provided herein.
5. The air carrier is not permitted to add stopover points other than those indicated in the confirmed reservation, with the obligation to clarify whether the flight is non-stop or has stopovers at the time of Reservation.
6. The passenger has the right to request a compensation of (100) Special Drawing Rights Units for each additional stopover that is not announced by the air carrier at the time of Reservation. The request for such compensation does not waive the passenger's right to receive compensation in case there is a delay in flight arrival.
7. When the passenger is informed about adding a stopover after the ticket was issued, then the passenger has the right to terminate the contract and get a refund of the ticket value without any deductions.
8. Stops that are added to the flight for security and safety purposes or to deal with an emergency situation on board the aircraft shall be excluded from the provisions of this Article, provided that such incidents are recorded in reports that are adopted by GACA.

Article Seventeen: Care and Support

1. Where boarding is denied, or a flight is cancelled or delayed, the air carrier shall provide the passengers with care as follows:
 - Refreshments and beverages starting from the first hour.
 - An appropriate meal if the delay exceeds three (3) hours from the originally scheduled time of departure.
 - Hotel accommodation and transportation to and from the airport if the delay exceeds (6) hours from the originally scheduled time of departure.
2. The air carrier shall provide the necessary support during the period of care.

3. In case the air carrier does not provide any of the care services due to the passenger, then the air carrier shall compensate the passenger according to the following:

- (10) Special Drawing Rights Units when refreshments and beverages are not provided.
- (30) Special Drawing Rights Units when the appropriate meal is not provided.
- (100) Special Drawing Rights Units when failing to offer hotel accommodation and transportation to and from the airport are not provided

4. The financial compensation shall not relieve the air carrier from the obligation to provide the necessary care and support.

Article Eighteen: Passengers with Disabilities and Special Needs Passengers

1. Passengers with disabilities and special needs passengers must clearly disclose to the air carrier their conditions when making the Reservation, and to provide any supporting documents to prove such condition, with the exception of the elderly.

2. The air carrier shall allow passengers with disabilities and special needs passengers to take the devices and equipment they need for movement free of charge, in addition to the weight allowed for the passenger, and to consider such devices and equipment priority baggage.

3. In cases where passengers are accompanied by aid animals, the air carrier shall agree to transport the animal without any additional fees, provided that there is a written letter issued by a competent authority confirming that the animal has been trained to assist people with disabilities or special needs.

4. In case the Supporting Tools and Equipment are of high value, the passenger shall declare that to the air carrier.

5. In the event of damage or defect in the Supporting Tools and Equipment, it is compensated for the value of the caused damage.

6. Special devices and equipment related to passengers with disabilities and special needs passengers shall be always excluded in cases when the air carrier is required to reduce the aircraft weight by unloading baggage, and the air carrier must ensure that such devices and equipment arrive with the passenger.

7. In case a passenger's wheelchair does not arrive on the same flight as the passenger, the air carrier is obligated to provide an alternative wheelchair immediately, and the passenger has the right to receive a compensation in the amount of (100) Special Drawing Rights Units in case an alternative wheelchair was not provided. The provisions related to the compensation for registered baggage specified in the Regulation apply to the delay in the arrival

8. In case of denial of boarding after issuing a confirmed reservation ticket, passengers with disabilities and special needs passengers are entitled to compensation equal to (200%) of the total ticket value in addition to a refund of the full value of the ticket for the unused part of the flight.

Article Nineteen: Charter Transport

1. Without prejudice to the laws and provisions related to Hajj and Umrah, and the regulations of the Ministry of Tourism, all provisions of the Regulations apply to Charter Transport.
2. When entering into a contract with a passenger through a Travel Organizer, the air carrier must provide the passenger with all care and support services and shall compensate the passenger in cases that require compensation.
3. In cases that require a refund of the value of flight tickets, such refund shall be made through the Travel organizer / agency who made the reservation.

Article Twenty: Force Majeure

1. In cases of Force Majeure, the air carrier shall:
 - Notify the passenger of any updates or changes related to the situation, starting from the time of announcing the event of Force Majeure, on an hourly basis, until it ends.
 - Provide appropriate support services in such cases as prescribed in these Regulations.
2. The air carrier shall not claim Force Majeure if any breach of the provisions of the 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.
3. The passenger has the right to terminate the contract in case the Force Majeure event continues for more than (3) hours for national flights or for more than (6) hours for international flights and has the right to a refund for the ticket price, without any deductions.
4. In cases of force measure, the air carrier shall be exempted from the compensations specified in the Regulations based on reports approved by GACA.

Article Twenty-One: Refund and Compensation

1. The air carrier shall complete the refund and/or compensation process specified in the Regulations within no later than (15) days from the date of the related incident.
2. The mechanism applied for ticket refund will be the same as the payment method used by the passenger when purchasing the ticket unless it contradicts any other related laws and regulations.

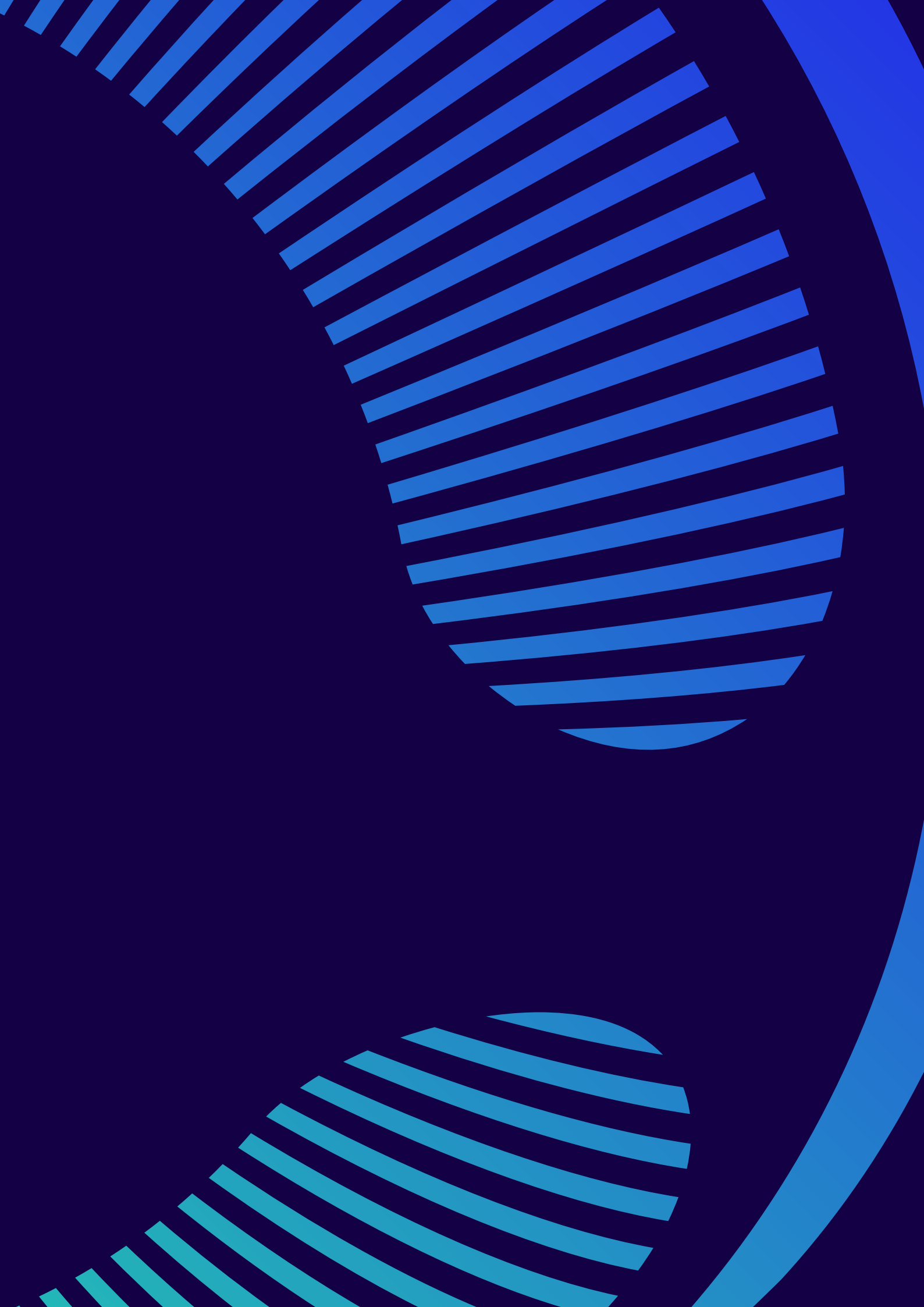
Article Twenty-Two: Submitting Complaints

The air carrier shall develop and announce a clear mechanism for receiving passengers' complaints and confirming their recipient, as well as the processing of complaints and responding to them, provided that such a mechanism is approved by GACA.

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Section Three

General Provisions



Article Twenty-Three: Competencies of the Passenger Rights Protection Department

1. The Passenger Rights Protection Department at GACA is responsible for enforcing and interpreting the provisions of the Regulations, and to oversee their implementation. To attain this, the Passenger Rights Protection Department has the right to:

- Issue the necessary policies, instructions, controls, and mechanisms for the implementation of the Regulations.
- Supervise the guidance of passengers on all issues related to their rights and the methods of dealing with them within the scope of the Regulations.
- Receive, review, and analyze passenger complaints against air carriers, in matters that fall within the scope of passenger rights according to the relevant policy issued by GACA.

2. The air carrier shall submit reports to the Passenger Rights Protection Department regarding all cases that are subject to the Regulations and how they are processed.

3. The air carrier shall enable the Passenger Rights Protection Department to access all relevant technical systems without restriction or condition, for the purpose of auditing and ensuring the application of the provisions of the Regulations.

Article Twenty-Four: Fulfillment of Documents Requirements

The air carrier shall be liable for any issues resulting from failure to ensure that the passenger fulfills all documents and official papers necessary to enter or exit the KSA to the final destination or the airports in which the flight has stopovers. This includes the air carrier's responsibility for any costs related to returning the passenger to the point of departure as well as the passenger's accommodation if necessary and providing care and support services.

Article Twenty-Five: Fines

Without prejudice to the compensations that passengers are entitled to in accordance with the provisions of the Regulations, the air carrier shall be fined for an amount that does not exceed (50,000) Saudi Riyals in case of breaching any of the provisions of these Regulations or instructions issued to that effect according to Article (169) of the Law.

Article Twenty-Six: Compensation for Consequential Damages

A passenger may file a lawsuit with the competent court to assess the extent of the damage and the amount of compensation for subsequent damages resulting from the air carrier's non-compliance with the terms and conditions of the flight contract executed between the air carrier and the passenger.

Article Twenty-Seven: Animal Transportation

1. The air carrier shall clarify to the passengers the provisions related to the transportation of animals before agreeing to accept to carry them on the flight.
2. In the event of canceling the transportation of an animal to which a ticket was issued, the air carrier shall be liable for the costs related to such cancellation with a maximum limit of three hundred (300) Special Drawing Rights Units.

Article Twenty-Eight: Waiver of Compensation

The air carrier shall be exempted from financial compensations related to cases of preponing or delaying flights related to the security and safety of air transport, according to reports approved by GACA. However, the air carrier is not waived from the duty of providing support services to passengers.

Article Twenty-Nine: Amendment of the Regulations

The Board of Directors has the authority to amend the Regulations.

Article Thirty: Effectiveness of the Regulations

The Regulations shall come into effect ninety (90) days after the date of their publication in the Official Gazette, and shall supersede the Customer Protection Regulations issued pursuant to the resolution of the Board of Directors No. (380/20) dated 26/05/1438 AH. Furthermore, the Regulations shall abrogate all regulations that contradict with its terms.

GACA

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General Authority of Civil Aviation



To learn more about your rights as a traveler, please refer to the passenger Rights Protection regulation on (gaca.gov.sa) website.

For further inquiries, you can contact us through the following channels:



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