

THE OFFICIAL GAZETTE

Consumer Protection Instructions (Part 209) of 2020 Issued under the Provisions of Article (55) of the Civil Aviation Law No. 41 of 2007, as amended

Article (1) :

These Instructions shall be called as (Consumer Protection Instruction (Part 209) of 2020) and shall come into effect 30 days after the date of its publication at the Official Gazette.

Article (2) :

a - The following terms and expressions, wherever stated in these Instructions, shall have the meaning assigned to them hereunder unless the context otherwise indicates :

Commission	:	Civil Aviation Regulatory Commission ("CARC")
Chief Commissioner	:	Chief Commissioner of the Board, Chief Executive of the Commission.
Board	:	Board of Commissioners of CARC.
Kingdom	:	The Hashemite Kingdom of Jordan.
Law	:	The Civil Aviation Law No. 41 of 2007, and its amendments.
Air Carrier	:	A legal entity holding a valid operating license or an airline operating certificate.
Operating Air Carrier	:	Means an air carrier operates or intends to operate a flight under a contract with a passenger or on behalf of another legal or natural person who has a contract with the passenger.
Contracting Air Carrier	:	An air carrier who enters into a contract as a principal through a confirmed reservation, with a passenger or shipper (consignor of goods), or with a person acting on behalf of the passenger or shipper, and another person (the actual air carrier or operator).
Force Majeure	:	Exceptional or unusual events which are by nature or origin beyond the actual control of the air carrier..
Final station or final destination	:	Means the destination of the ticket presented at check-in desks or; in case of directly connected flights, the destination of the last flight, where complementary connecting flight shall not be taken into account if the originally planned arrival time is respected.
Flight cancellation	:	The non-operation of a flight which has been already planned and on which a seat has been reserved.
Consumer	:	The passenger, customer or traveler entering into a

	transportation contract with an air carrier.
Flight Delay	: Delay of a flight departure from the original time thereof.
Air Travel Package	: The pre-arranged combination of air transport and ground accommodation and /or other tourist services, sold or offered for sale at a certain price.
Air Flight	: An air transport operation between two airports, where no consideration shall be given to intermediate stops solely for technical or operational purposes.
Flight	: An Air Flight or an uninterrupted combination of connecting flights transporting a passenger from the departure airport to the Final Destination in accordance with the transport contract.
Flight Brought Forward	: Aa flight for which the take-off time has been brought forward to a date or timing earlier than had been planned or scheduled.
Connecting Air Flight	: A flight intended to enable the passenger under a single transport contract to arrive at a transfer point and/ or transfer points for departure on another flight.
Great Circle Route	: The line forming a circle on the surface of the globe, so that the center of this circle is the center of the sphere, which is the shortest distance between any two given points on the surface of the globe.
Airport operator	: The entity that manages, operates or invests the airport.
Denied Boarding	: Means refusing to fly passengers, in spite of presenting themselves for boarding, unless there are reasonable causes for such a refusal, such as health, safety or security, or because of inadequate travel documents, subject to the conditions stipulated under Article (5) hereof.
SDR	: A special drawing rights unit, which is a unit of account used by the International Monetary Fund and determined on a daily basis.

b - The definitions set out in the Law shall be adopted wherever it appears in the text stipulated in these Instructions.

Article (3): The provisions of these Instructions shall apply to both scheduled and non-scheduled flights as follows:

- a - Departing from any airport in the Kingdom by a domestic or international Operating Air Carrier, including stopovers.
- b - Arriving to any airport in the Kingdom by a local Operating Air Carrier.

Article (4):

- a - An Air Carrier shall publish a special mechanism for receiving and responding to complaints in a way that is consistent with the contents and forms circulated by the Commission..
- b - All complaints shall initially be recorded with the Air Carrier.
- c - The Air Carrier shall consider and decide on the complaint under these Instructions.
- d - Subject to the provisions of item (b) and item (c) of this Article, a passenger may refer to CARC in case of non- compliance of these Instructions.

In case of violation of these instructions, penalties and fines for calculating the provisions of the law and the instructions issued pursuant thereto shall be imposed.

Article (5): The passenger must comply with the following:

- a - Obtaining a confirmed flight reservation.
- b - With the exception of cancellation cases referred to in Article (10) of these Instructions, to be present at the boarding check-in counter at the time announced by any means, including electronic means, and in the event that a specific time is not announced, the passenger must be present 45 minutes before flight departure.
- c - To have the passport, visa and any other documents required for travel available therewith while considering the requirements of the country of the final destination.
- d - To follow up with Air Carrier to know the rights thereof in case of any change to the Flight or any other event under these Instructions.
- e - To disclose to Air Carrier at the time of reservation of any special needs or assistance required.

Article (6):

- a - Subject to the provisions of Articles (9), (10) and (11) of these Instructions, the Operating Air Carrier shall offer the passenger the right to care, free of charge, as follows:
 - 1 - Refreshments and meals proportional to the time of delay.
 - 2 - Accommodation until providing an alternative departing flight.
 - 3 - Transportation between the airport and place of accommodation.
 - 4 - Free of charge means of contact or communication.
- b - In cases of force majeure, Operating Air Carrier shall reasonably offer the right to care as it is customary within the industry.

Article (7):

- a - Subject to the provisions of Articles (9), (10) and (11) of these Instructions, Operating Air Carrier shall offer the passenger the right to assistance according to the following two options:
 - 1 - Reimbursement of the paid value of the ticket within thirty days for part or parts of the Flight which have not been completed, or for part or parts of the Flight which have been completed with a return Flight to the first point of

departure, if the passenger proved that the Flight thereof no longer meets the intended purpose.

- 2 - Re-routing under comparable transport conditions to the airport of the passenger's Final Destination or to any airport serving the same town, city or area; with a land transportation to the original airport of Final Destination.
- b - If the passenger opted to the right to assistance provided for in item (a) of this Article, then the passenger shall not be entitled to claim the right to care under Article (6) of these Instructions.

Article (8):

- a - Subject to the provisions of Articles (9), (10) and (11) of these Instructions, Operating Air Carrier shall offer the passenger the right to monetary compensation on international Flights as follows:
- 1 - 100 SDR for Flights less than 1500 km.
 - 2 - 150 SDR for Flights between 1500 km and 4000 km.
 - 3 - 200 SDR for Flight exceeding 4000 km.
- b - Air Carrier may reduce the amount of compensation referred to in item (a) of this Article by 50% when the passenger chooses an alternative Flight to Final Destination thereof under the provisions of Article (7) of these Instructions, in a way that the time of arrival of the alternative Flight shall not exceed two hours from that of the original Flight for all international flights of a distance less than 1500 km, three hours for Flights with a distance between 1500 km and 4000 km, or four hours for Flights exceeding 4000 km.
- c - Distances in accordance with the provisions of this Article shall be measured by the method of Great Circle Route.
- d - The provisions of item (a) of this Article shall not apply to domestic flights.
- e - An Operating Air Carrier on domestic Flights shall offer the right to care under Article (6) of these Instructions and the right to assistance under Article (7) of these Instructions with the possibility of land transport from the airport of the passenger's Final Destination to another airport close to the Final Destination thereof by an agreement between Air Carrier and the passenger.
- f - Subject to the provisions of these Instructions, the compensation shall be paid within thirty days as of the due date thereof in cash, by electronic bank transfer, bank order, bank cheque and/ or under a signed agreement with passenger for travel vouchers and/ or other services.

Article (9):

- (a) The Operating Air Carrier shall not be obliged to offer any care or assistance to the passenger in the event of a flight delay or an expected delay for less than two hours.
- (b) The Operating Air Carrier shall offer the right to care under the provisions of Article (6) of these Instructions in case of delay or expected delay of Flight for at least two

hours, where the right to care shall not include the provision of providing accommodation to the passenger.

- (c) The Operating Air Carrier shall offer the right to care to passengers under the provisions of Article (6) of these Instructions and the right to assistance under the provisions of Article (7) of these Instructions in the event of flight delay or expectation of a delay of five to seven hours.
- (d) The Air Carrier shall offer the right to care under the provisions of Article (6) of these Instructions and the right to assistance under the provisions of Article (7) of these Instructions as well as the right to monetary compensation under the provisions of Article (8) of these Instructions in case of delay or expected delay of flight for at least eight hours.

Article (10):

- (a) Operating Air Carrier shall offer the right to care to the passenger under the provisions of Article (6) of these Instructions and the right to assistance under the provisions of Article (7) of these Instructions, as well as the right to monetary compensation under the provisions of Article (8) of these Instructions in case of Cancellation of Flight and providing the passenger with less than seven days' notice, the passenger is entitled to claim monetary compensation under the provisions of Article (8) of these Instructions. In the event that a passenger has been informed of the flight cancellation at least seven days before the scheduled flight time, the passenger is not entitled to claim the right to monetary compensation.
- (b) The obligation of Air Carrier to inform passengers of the changes to the Flight shall depend on providing the Air Carrier with contact and/ or communication information of the passenger at the time of reservation. In the event that such information is unavailable, the passenger may not claim the compensation provided for under the provisions of these Instructions.
- (c) The air carrier shall inform the passengers of the alternative transport options when informing them of the cancellation of the flight.
- (d) Air Carrier shall not be liable for paying a monetary compensation under the provisions of item (1) of Article (8) of these Instructions if:
 - 1 - It proved that the Cancellation was due to a force majeure that could not be avoided even if all reasonable measures had been taken or if taking such measure was impossible.
 - 2 - The passenger failed to observe the obligations specified in accordance with the provisions of Article (5) of these Instructions.
- (e) The burden of proof as to establishing that the passenger has been informed of the Cancellation of the Flight shall rest with the Air Carrier; as for chartered flights, the burden of proof of informing the passengers of the Cancellation shall rest with the travel and tour agencies contracting for such flights.

- (f) The Operating Air Carrier shall offer the passengers the right to assistance under the provisions of Article (7) of these Instructions whose time of departure of the flight thereof was made earlier by more than five hours and less than eight hours.
- (g) Operating Air Carrier shall offer passengers the right to assistance under the provisions of Article (7) of these Instructions and the right to monetary compensation under the provisions of Article (8) of these Instructions in case of scheduling a time of departure of the flight thereof earlier by eight hours or more and has received a notice from Air Carrier at least seven days before the scheduled time of Flight on the ticket.

Article (11):

- (a) Operating Air Carrier shall call for volunteering passengers to give up their reservations in exchange for benefits to be offered to the volunteering passenger who has waived the seat thereof if there were reservations on a Flight exceeding the number of available seats.
- (b) Subject to the provisions of item (a) of this Article, if no sufficient number of volunteers came forward, the operating carrier may deny boarding to passengers.
- (c) Subject to the provisions of item (a) of this Article, Operating Air Carrier shall offer the right to care in accordance with the provisions of Article (6) of these Instructions and the right to assistance in accordance with the provisions of Article (7) of these Instructions to the volunteering passengers.
- (d) Subject to the provisions of item (b) of this Article, the Operating Air Carrier shall compensate the non-volunteering passengers whose boarding was denied against their will under the provisions of Article (8) of these Instructions, and shall offer them the right to care under the provisions of Article (6) of these Instructions and the right to assistance under the provisions of Article (7) of these Instructions immediately upon denying their boarding, provided their compliance with the provisions of Article (5) of these Instructions.

Article (12):

- (a) Operating Air Carrier may not demand an additional amount to the price of the ticket at the time of purchase if the passenger was upgraded to a higher class than the one chosen at the time of purchase of the ticket.
- (b) Air Carrier shall compensate the passenger by one of the following two options in case of downgrading the class thereof to a lower class than that reserved at the time of purchase of the ticket:
 - 1 - the difference between the price of the passenger's ticket and the price of the downgraded ticket for part or parts of the flight during which the passenger's class was downgraded.
 - 2 - 50% of the price of the passenger's tickets (without charging taxes).

Article (13): Operating Air Carriers shall give priority to persons with special needs and any person and/ or means of assistance accompanying them in addition to the right to care under the provisions of Article (6) of these Instructions.

Article (14):

- (a) These Instructions shall apply without prejudice to the right of the passenger to any other compensation under the applicable international agreements, where Air Carrier may in such a case deduct the compensation payable under these Instructions from the other compensation.
- (b) Subject to the provisions of Articles (6), (7) and (8) of these Instructions. the provisions relating to the rights of consumers under these Instructions shall not apply to passengers to whom benefits or compensations have been offered outside the Kingdom.

Article (15): Air Carrier may refer to any damage causing third party and claim it for any amounts, expenses and compensations paid to the passenger under these Instructions.

Article (16):

The entity that issued the ticket shall indicate the price of the ticket and the duties and taxes at the time of purchase excluding the Group Inclusive Tour (GIT) prices and the Free Independent Traveler/ Tourist (FIT) prices.

Article (17):

- (a) Operating Air Carrier shall advise passengers of their rights by displaying a signboard at the boarding gate, on the official website thereof and at sales offices containing the following statement "If you are denied boarding or if your flight is cancelled or delayed, ask at the check-in counter about your rights." Another signboard shall also be displayed in the luggage reclaim area concerning the baggage-related rights.
- (b) Operating Air Carrier that denies passenger boarding, cancels an air flight or delays the same for less than two hours shall advise passengers of their rights in accordance with these Instructions by any means in writing, including electronic means.
- (c) Subject to the provisions of this Article, Operating Air Carrier shall provide alternative means to blind and visually impaired people to inform them of their rights in accordance with the established international standards.
- (d) Air Carrier shall inform passengers by any possible means before the Flight time or at any time before receiving their boarding pass of the identity of the Contracting Air Carrier which operates the Flight.

Article (18): The airport operator shall adopt a suitable alternative plan to ensure coordination between the airport operations and users of the airport in

potential cases of cancellation and/ or delay of air flights which may result in considerable numbers of passengers stuck at such airports.

Article (19):

- (a) No agreement on releasing the air carrier from liability, in whole or part, under these Instructions may be made.
- (b) Any agreement on releasing the contracting or operating air carrier from liability arising under these Bylaws shall be deemed null and void.

Article (20): With respect to air carriage provided or sold within the Kingdom, the Contracting Air Carrier or the Operating Air Carrier shall inform the passenger by any means in writing, including electronic means, of the following:

- (a) The Air Carrier's maximum limit of liability applicable to a particular Flight with respect to death or injury, if any.
- (b) The Air Carrier's maximum limit of liability applicable to a particular Flight with respect to destruction, loss of or damage to baggage, including requesting passengers to declare any baggage with a value exceeding the maximum limit of liability thereof.
- (c) Liability of Air Carrier for damages arising from cases of Flight Delay, Cancellation, Flight Brought Forward, Denied Boarding or downgrading.
- (d) Subject to the provisions of item (b) of this Article, passengers have the right to provide Air Carrier with a special declaration indicating the value of the baggage before the time of travel.

Article (21):

- (a) The right to claim compensation shall be extinguished if an action is not brought within a period of two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- (b) Subject to the provisions of item (a) of this Article, the method of calculating that period shall be determined by the law of the court seized of the case.

Article (22):

- (a) The relationship between the Contracting Air Carrier and the Operating Air Carriers is a contractual relationship that is governed by the provisions of the relevant international agreements and contracts signed between the relevant parties.
- (b) Contracting Air Carriers and Operating Air Carriers shall comply with the rules and provisions relating to the passenger's baggage provided for in the relevant international agreements and shall accordingly act.

- (c) A passenger may delegate a third party under a notarial power of attorney to claim the rights provided for under these Instructions.
- (d) The provisions of these Instructions shall not apply to passengers traveling free of charge or for a reduced fare not available to the public except for tickets issued under the frequent traveler program.
- (e) The provisions of these Instructions shall not apply in case of canceling Air Travel Package for reasons other than Cancellation of Flight.

Article (23):

- a - The Chief Commissioner shall take necessary actions for enforcing the provisions of these Instructions, including:
 - 1 - The use of electronic means for completing transactions.
 - 2 - The multiple procedures and channels of electronic payment.
- b - The Board may adjust the amounts of compensation referred to in Article (8) of these Instructions every three years based on the Jordanian rate of inflation according to the reports of the Jordanian Department of Statistics.

Board of Commissioners

Civil Aviation Regulatory Commission