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Article (1): Name of Regulation

This Regulation shall be called (**Consumer Protection Regulation (Part 209) of 2018**) issued by virtue of Article (55) the Jordanian Civil Aviation Law No. (41) of 2007 and its amendments (this “Regulation”) and shall become effective after 30 days of its publication at the Official Gazette.

Article (2): Scope of Application

The provisions of this Regulation shall apply to:

1. Scheduled or non-scheduled including charter flights, domestic or international flights originally departing from an airport located in the Hashemite Kingdom of Jordan including stopovers, operated by national or foreigner carriers; and
2. Scheduled or non-scheduled including charter flights, domestic or international flights arriving to an airport located in the Hashemite Kingdom of Jordan including stopovers, operated by national carriers only.

Article (3): Definitions

For the purpose of this Regulation

1. **Air carrier** :means an air transport undertaking with a valid operating licence or Air Operation Certificate;
2. **Air travel package**: means the pre-arranged combination of air transport and ground accommodation and /or other tourist services, sold or offered for sale at an inclusive price;
3. **Airport operator**: means a party responsible to operate the airport and holds an airport operating certificate;
4. **Air service(s)**: means a flight or a series of flights carrying passengers, cargo and/or mail for remuneration and/or hire;
5. **Air fares**: means the prices to be paid to air carriers or their agents or other ticket sellers for the carriage of passengers on air services and any conditions under which those prices apply, including remuneration and conditions offered to agency and other auxiliary services;

6. **Air rates:** means the prices to be paid for the carriage of cargo and the conditions under which those prices apply, including remuneration and conditions offered to agency and other auxiliary services;
7. **Bringing forward flight:** applies when the operated Flight takes place in an earlier date or time than had been planned on the schedule;
8. **Contracting air carrier:** applies when an air carrier as a principal makes a contract of carriage with a passenger or consignor or with a person acting on behalf of the passenger or consignor, and another person (the Actual or Operating Air Carrier);
9. **Cancellation:** means the non-operation of a flight which was previously planned and on which at least one seat was reserved;
10. **Consumer:** means the passenger or customer who concludes a contract of carriage with the Air Carrier operating flights governed by the scope of application of this Regulation;
11. **Delay:** means the situation when a flight departure is delayed from its original time as announced by the Air Carrier;
12. **Denied boarding:** means a refusal to carry passengers on a flight, although they have presented themselves for boarding under the conditions laid down in Article (5.1), except where there are reasonable grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation;
13. **Connecting flight:** means a flight which, under a single contract of carriage, is intended to enable the passenger to arrive at a transfer point in order to depart on another flight, or, where appropriate in the context, means that other flight departing from the transfer point;
14. **Final Destination:** means the destination on the ticket presented at the check-in counter or, in the case of directly connecting flights, the destination of the last flight; alternative connecting flights available shall not be taken into account if the original planned arrival time is respected;
15. **Journey:** means a flight or a continued series of connecting flights transporting the passenger from an airport of departure to his Final Destination in accordance with the contract of carriage;
16. **Flight:** means an air transport operation between two airports; intermediate stops for technical and operational purposes only shall not be taken into consideration;

17. **Operating Air Carrier** : an air carrier that performs or intends to perform a flight under a contract with a passenger or on behalf of another person, legal or natural, having a contract with that passenger;
18. **Retailer**: means the intermediary, travel agent or other equivalents, through whom an Air Travel Package, offered by a Tour Operator, is sold or offered for sale;
19. **SDR**: means Special Drawing Right which is an international currency unit defined by the International Monetary Fund on daily basis;
20. **Special Circumstances**: means exceptional or extra-ordinary events which, by their nature or origin, are beyond actual control of Air Carriers. For the purposes of this Regulation, Special Circumstances shall include the circumstances set out in Appendix A hereof; and
21. **Tour Operator**: is the person who, other than occasionally, organizes Air Travel Packages and sells or offers them for sale, whether directly or through a Retailer.

Article (4): Complaints, Compliance, and Sanctions

1. CARC is the body responsible for issuing, amending, and supervising the application of this Regulation.
2. Each Air Carrier shall publish a mechanism of its own to receive complains and to response to them in a way that does not contradict with the contents of the forms circulated by CARC.
3. In case a passenger desires to register a complaint it shall be submitted to the Air Carrier at the first stage, whereas; a reference number shall be given to the complaint.
4. Passengers may complain about infringements of this Regulation to CARC, and seek CARC's advice as to their rights after obtaining the reference number as set out above.
5. CARC shall coordinate with the Air Carrier after receiving the reference number referred to Article (4.3) in order to receive official feedback on the case in question.
6. In case of infringements of this Regulation, sanctions and fines will be imposed pursuant to the provisions of the effective Jordan Civil Aviation Law and its regulations.

Article (5): Obligations of Consumers

In order to receive the benefits articulated under this Regulation, Consumer shall comply with the following:

1. Consumers shall have a confirmed reservation on the flight concerned and, except in the case of cancellation referred to in Article (10), present themselves for check-in, according to the time (s) indicated in advance in writing (including by electronic means) by Air Carrier, the Tour Operator, or the authorized travel agent or if no time is indicated no later than 45 minutes before the published departure time; Consumers shall ensure that they possess all travel documents for their Journey including passport, visa, required documents, etc.
2. Consumers shall approach Air Carrier to ask about their rights in case of flight disturbance or baggage lost.
3. Consumers shall disclose to Air Carrier any special needs or assistance required at the time of reservation or if any special event took place after reservation, before a reasonable time of departure.

Article (6): Right to care

1. Where reference is made to this Article, passengers shall be offered the following free of charge:
 - (a) Refreshments and meals.
 - (b) Hotel or equivalent accommodation if a stay of one or more nights becomes necessary when the reasonably expected time of departure of the new flight is one day or more later than the scheduled departure date of the cancelled flight.
 - (c) Transport between the airport and place of accommodation (hotel or other).
2. In addition, passengers shall be offered free of charge two telephone calls, or fax messages, or e-mails.
3. Air Carrier shall pay particular attention to the needs of persons with reduced mobility and any person accompanying them, as well as to the needs of unaccompanied children.
4. Consumers are entitled to the Right to Care only to the extent that Air Carriers reasonably expect its provision would not cause delay.
5. In Special Circumstances, Right to Care shall apply in a reasonable extent according to the industry standards.

Article (7): Right to Assistance (reimbursement or re-routing)

1. Where reference is made to this Article, passengers shall be offered the **choice** between:
 - (a) Reimbursement within thirty days, by the means provided for in Article (8.3), of the full cost of the ticket at the price at which it was bought, for the part or parts of the Journey not made, and for the part of parts already made if the Flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest flight with suitable space available; **or**
 - (b) Re-routing with the same Air Carrier, under comparable transport conditions, to their Final Destination airport (or to any other airport serving the same town, city or region, in which event Air Carrier shall provide the concerned Consumer with surface transport to his final destination airport or another close by destination agreed between Air Carrier and Consumer at the earliest opportunity); or
 - (c) Re-routing, under comparable transport conditions, to their Final Destination at a later date at the passenger's convenience, subject to availability of seats.
2. If a Consumer chose the assistance offered under Article (7.1.a) or (7.1.c), the right to Right to Care as set forth in Article (6) shall no longer be available.
3. Consumers are entitled to the Right to Assistance only to the extent that Air Carriers reasonably expect its provision would not cause delay.
4. In Special Circumstances, Right to Assistance except the provision Article (7.1.a) shall apply in a reasonable extent according to the industry standards.

Article (8): Right to monetary compensation

1. Where reference is made to this Article, passengers shall receive compensation amounting to:
 - (a) JOD (160) for all international flights of (1,500) kilometers or less;
 - (b) JOD (300) for all international flights between (1,500) and (4,000) kilometers;
 - (c) JOD (450) for all international flights exceeding (4,000) kilometers;

2. Air Carrier may reduce the amount of compensation referred to in Article (8.1) by 50%, when passengers are offered re-routing to their Final Destination on an alternative flight pursuant to Article (7), the arrival time of which does not exceed the scheduled arrival time of the flight originally booked
 - (a) by two hours, in respect of all flights of (1,500) kilometers or less;
 - (b) by three hours, in respect of all flights between (1,500) and (4,000) kilometers;
 - or
 - (c) by four hours, in respect of all flights above (4,000) kilometers).
3. The distances given in this Article shall be measured by the great circle route method.
4. The compensation referred to in Article (8) shall be paid within thirty days in cash, by electronic bank transfer, bank orders or bank cheques or, with the signed agreement of the passenger, in travel vouchers and/or other services.
5. For domestic flights, passengers will be entitled to receive the Right to Care as set forth in Article (6) and the Right to Assistance as referred to in Article (7). In addition, passengers shall be offered the choice between the options available in Article 7 and transfer by land to their Final Destination airport (or to any other airport serving the same town, city or region, in which event Air Carrier shall provide the concerned Consumer with surface transport to his final destination airport or another close by destination agreed between Air Carrier and Consumer at the earliest opportunity).

Article (9): Delay of flight

1. When a flight is delayed or an Air Carrier reasonably expects a flight to be delayed beyond its scheduled time of departure for **less than two hours**, Air Carrier would not be under any obligation to offer any care or assistance.
2. When a flight is delayed or an Air Carrier reasonably expects a flight to be delayed beyond its scheduled time of departure for **at least two** hours, the Air Carrier is obliged to offer the Right to Care as set forth in Article (6.1.a).
3. When a flight is delayed or an Air Carrier reasonably expects a flight to be delayed beyond its scheduled time of departure for **five to seven** hours the Air Carrier is obliged to offer the Right to Care as set forth in Article (6.1.a) and Article (7) hereof.

4. When a flight is delayed or an Air Carrier reasonably expects a flight to be delayed beyond its scheduled time of departure for **at least eight** hours the Air Carrier is obliged to offer the Right to Care as set forth in Article (6.1.a) and the Right of Assistance as set forth in Article (7) and the Right of Compensation as set forth in Article (8) hereof.

Article (10): Cancellation of Flight

1. In case of Cancellation of a flight, the passengers concerned shall:
 - (a) Be offered the Right to Assistance by the Operating Air Carrier in accordance with Article (7); and
 - (b) Be offered the Right to Care by the Operating Air Carrier in accordance with Article (6); and
 - (c) Have the right of monetary compensation by the Operating Air Carrier in accordance with Article (8), unless:
 - i. They are informed of the Cancellation at least fourteen days before the scheduled time of departure in the event of a scheduled flight, or at least seven days before the scheduled time of departure for a non-scheduled flight; or
 - ii. They are informed of the Cancellation, in the event of either a scheduled or a non-scheduled flight, less than fourteen days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than two hours before the scheduled time of departure and to arrive their Final Destination less than four hours after the scheduled time of arrival.
 - iii. Successful notification to passengers of changes in travel plans depends upon the passenger having provided correct contact information to the Air Carrier at the time of booking; should this be absent, a passenger should not be entitled to compensation in these instances.
2. When passengers are informed of the Cancellation, an explanation of possible alternative transport shall be given.
3. Air Carrier shall not be obliged to pay monetary compensation in accordance with Article (8.1), if:
 - a) it can prove that the Cancellation is caused by Special Circumstances, which could not have been avoided even if all reasonable measures had been taken; or

- b) Consumer did not comply with his obligations as set forth in Article (5.1).
4. The burden of proof concerning the questions as to whether and when the passenger has been informed of the Cancellation of the flight shall rest with the Air Carrier.
5. In case of brought forward flight scheduled or non-scheduled, a passenger for whom a flight has been issued for a flight for which the take-off time has been brought forward by more than five hours and not more than eight hours, and has received notice of such from the Air Carrier or Tour Operator less than 14 days before the flight time stipulated in the flight ticket, will be entitled to the right of assistance under Article (7). A passenger for whom a flight has been issued for a flight for which the take-off time has been brought forward by more than eight hours has received notice of such from the Air Carrier or Tour Operator less than 14 days before the flight time stipulated in the flight ticket, will be entitled to the right to assistance under Article (7) and the right to monetary compensation as set forth in Article (8).

Article (11): Denied boarding

1. Where an Operating Air Carrier reasonably expects to deny boarding on a flight, it shall call for volunteers to surrender their reservations in exchange for benefits under conditions to be agreed between the passenger concerned and the Operating Air Carrier.
2. If an insufficient number of volunteers come forward to allow the remaining passengers with confirmed reservations to board the flight, the Operating Air Carrier may then deny boarding to passengers against their will.
3. If boarding is denied to passengers voluntarily, the Operating Air Carrier shall immediately assist them in accordance with Articles (7), such assistance being additional to the benefits mentioned in this Article.
4. If boarding is denied to passengers involuntarily, the Operating Air Carrier shall immediately compensate them in accordance with Article (8) and assist them in accordance with Articles (6) and (7).
5. Passengers are not entitled to compensation, care or assistance if they have failed to meet their obligations as set forth under Article (5.1).

Article (12): Upgrading and downgrading

1. If an Operating Air Carrier places a passenger in a class higher than that for which the ticket was purchased, it may not request any supplementary payment.
2. If an Operating Air Carrier involuntarily places a passenger in a class lower than that for which the ticket was purchased, the Air Carrier is obliged to reimburse the Consumer within thirty days with the following:
 - (a) the difference between the purchased fare and the fare of the downgraded class of service for the part or parts of the Journey during which the passenger was downgraded; and
 - (b) 50% of the normal fare of the originally purchased ticket.

Article (13): Persons with reduced mobility or special needs

1. Operating Air Carriers shall give priority to carrying persons with reduced mobility and any persons or certified service dogs accompanying them, as well as unaccompanied children.
2. In cases of Denied Boarding, Cancellation and Delays, persons with reduced mobility and any persons accompanying them, as well as unaccompanied children, shall have the right to care in accordance with Article (6).

Article (14): Further compensation

1. This Regulation shall apply without prejudice to a passenger's rights to further compensation in which case the compensation due under this Regulation may be deducted from such compensation.
2. The right of assistance referred to in Articles (6) and (7), shall not bar actions for damage for delay in applicable international conventions and any amendments thereof.
3. The rules on Denied boarding, Cancellation and Delay, contained in Article (6), (7) and (8), shall not apply to passengers received benefits or compensation and were given assistance in a third country.
4. The rules of this Regulation shall also apply to passengers who have been transferred by an Air Carrier or Tour Operator from the flight for which they held a reservation to another flight, irrespective of the reason.

Article (15): Right of redress

1. In case where an Air Carrier pays compensation or meets the other obligations incumbent on it under this Regulation, no provision of this may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with the law applicable.
2. In particular, this Regulation shall in no way restrict the Operating Air Carrier's right to seek reimbursement from a Tour Operator or another person with whom the Operating Air Carrier has a contract.

Article (16): Information and Non-discrimination

1. Air Carrier shall indicate at all times the final price of ticket including the following items as applicable and foreseeable:
 - (a) Air Fare or Air Rate;
 - (b) Taxes;
 - (c) Airport charges; and
 - (d) Other charges, surcharges or fees, such as those related to security or fuel if applicable; where the items listed under (b), (c) and (d) have been added to the Air Fare or Air Rate.
2. Optional price supplements shall be communicated in a clear, transparent and unambiguous way at the start of any booking process and their acceptance by the Consumer shall be on an optional basis.
3. This Regulation shall not apply in cases where an Air Travel Package is cancelled for reasons other than cancellation of the flight.
4. An Air Travel Package shall be organized and regulated in accordance with principles and terms issued by the Ministry of Tourism & Antiquities and in compliance with the provisions of this Regulation.

Article (17): Obligation to inform passengers of their rights

1. An Operating Air Carrier shall ensure to display at the check-in, official website, sales offices, and boarding counters a clearly legible notice containing the following text in a manner clearly visible to passengers: "If you are denied boarding or if your flight is cancelled or delayed, ask at the check-in counter or boarding gate for the text stating your rights" An equivalent text shall also be published in baggage claim area with regard to baggage.

2. An Operating Air Carrier denying boarding or cancelling a flight shall provide each passenger affected with a written notice (electronic notice is acceptable) setting out the rules for compensation and assistance in line with this Regulation. It shall also provide each passenger affected by a delay of at least two hours with an equivalent notice (electronic notice is acceptable).
3. In respect of blind and visually impaired persons, the provisions of this Article shall be applied using appropriate alternative means.
4. Air Carrier shall notify passengers of the identity of Air Carrier.

Article (18): Airport contingency plan

At Jordanian civil airports the Airport Operator shall ensure that the operations of the airport and of airport users are coordinated through a proper contingency plan in view of possible situations of multiple cancellations and/or delays of flights leading to a considerable number of passengers stranded at such airports.

Article (19): Exclusion of waiver

1. Obligations vis-à-vis passengers pursuant to this Regulation may not be limited or waived, notably by an exclusionary or restrictive clause in the contract of carriage.
2. If, nevertheless, such derogation or restrictive clause is applied in respect of a passenger, or if the passenger is not correctly informed of his rights and for that reason has accepted compensation which is inferior to that provided for in this Regulation, the passenger shall still be entitled to take the necessary proceedings before the competent courts or bodies in order to obtain the proper compensation.

Article (20): Air Carrier Liability

Air Carriers shall in respect of carriage by air provided or purchased in the Hashemite Kingdom of Jordan, provide each passenger with a written indication (electronic means is acceptable) of:

- (a) The applicable limit for that flight on Air Carrier's liability in respect of death or injury, if such a limit exists;
- (b) The applicable limit for that flight on Air Carrier's liability in respect of destruction, loss of or damage to baggage and a warning that baggage greater in value than this figure should be brought to the Air Carrier's attention at check-in or fully insured by the passenger prior to travel;

- (c) The applicable limit for that flight on the Air Carrier's liability for damage occasioned by delay, cancellation, denied boarding or brought forward flight; and
- (d) The possibility of making a special declaration for baggage.

Article (21): Statute of Limitations

1. Right to compensation shall be extinguished if an action is not brought within a period of two years, reckoned from the date of arrival at the Final Destination, or from the date on which the aircraft ought to have arrived, or from, the date on which the carriage stopped.
2. The method of calculating that period shall be determined by the law of the court seized of the case.

Article (22): Others

1. The relationship between Contracting Air Carrier and Operating Air Carrier is a contractual relationship and shall be governed by the provisions of the applicable international conventions and any amendments thereof and the interline agreements between Air Carriers.
2. Air Carriers shall comply with the rules of passengers' luggage as stipulated by the provisions of the applicable international conventions and any amendments thereof.
3. The rules contemplated under this Regulation shall not apply to passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public; however, they shall apply to passengers having tickets issued under a frequent flyer program or other commercial program by an Air Carrier or Tour Operator.
4. The compensation amounts referred to in Article (8) hereof may be adjusted by CARC at the beginning of each three year after this Regulation is put into effect in a accordance with the Jordanian infliction as reported by the Jordanian Department of Statistic.
5. Affected Consumers may authorize others to claim the right to compensation under this Regulation via a valid Power of Attorney ("POA") if within the territory of the Hashemite Kingdom of Jordan and a legalized and notarized POA if outside the territory of Hashemite Kingdom of Jordan.

Appendix- A

Non-exhaustive list of circumstances considered as Special Circumstances for the purposes of this Regulation

1. The following circumstances shall be considered as exceptional:
 - a) natural disasters rendering impossible the safe operation of the flight;
 - b) a technical defect which becomes apparent immediately prior to the departure of a flight; or in-flight provided always that the defective component in question has been properly maintained in accordance with the manufacturer's guidance and confirmed by a competent authority or authorized inspector.
 - c) security risks, acts of sabotage or terrorism and unruly passenger rendering impossible the safe operation of the flight;
 - d) life-threatening health risks or medical emergencies necessitating the interruption or deviation of the flight concerned;
 - e) air traffic management restrictions or closure of airspace or an airport;
 - f) Meteorological conditions incompatible with flight safety;
 - g) labor disputes at the operating air carrier or at essential service providers such as airports and air navigation service providers;
 - h) Bird strikes; and
 - i) Diversion due to weather conditions.
 - j) Removal of passengers and/or baggage for security reasons
 - k) Congestion or failure of airport or air traffic navigation infrastructure.
 - l) Any decision of an air traffic management body or other regulatory authority.
 - m) Delay or cancellation of flight due to a circumstance outside the carrier's control affecting the aircraft (including gauge change) on previous flights, until such time as the aircraft is out of operation for more than 4 hours, but not if the original delay occurred more than 48 hours prior.

2. Unavailability of flight crew or cabin crew (unless caused by Special Circumstances) shall not be considered as exceptional.