

**PROPOSED REGULATION  
OF JCAR**

**PART 209**

**CONSUMER PROTECTION**

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**209.1 Applicability**

- (a) This part relates to consumer protection in air transport, it's also applies to air transport, both domestic and international, both scheduled and non-scheduled (charter).
- (b) The legal basis for the imposition of these regulations is the Civil Aviation Law No. (41) of 2007.

**209.3 Definitions.**

For the purpose of this part:

**“Air carrier”** means any airline, scheduled or non-scheduled, with a valid operating certificate.

**“Actual air carrier”** is a person who performs the whole or part of carriage.

**“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.

**“Contracting air carrier”** apply when a person 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 carrier") performs, by virtue of authority from the contracting carrier, the whole or part of the carriage, but is not with respect to such part a successive carrier.

**“Cancellation”** means the non-operation of a flight which was previously planned and on which at least one seat was reserved.

**“Consumer”** means the purchaser of an air travel package, for the benefit of himself and/or for that of any other beneficiaries.

**“Delay”** means the situation that an operating air carrier reasonably expects a flight to be delayed for at least two hours.

**“Denied”** boarding means a refusal to carry passengers, although they have presented themselves for boarding and check-in, according to the time(s) indicated by air carrier, tour operator or travel agent or otherwise at least **45** minutes prior to flight departure.

**“Flight”** includes, unless otherwise stated, both scheduled and non-scheduled flights.

**“Montreal Convention”** is the Convention for the Unification of Certain Rules for International Carriage by Air (1999), referred to in Article 41 of the Civil Aviation Law (2007).

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“*Operating*” carrier means the air carrier liable for denied boarding of passengers, flight cancellations and long flight delays.

“*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.

“*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.

**209.5 Documentary requirements for air travel packages.**

(a) The tour operator or retailer shall provide the consumer with an air travel itinerary, whether or not integrated with a more general travel itinerary according to the Principles and Terms issued by the Ministry of Tourism, indicating at least:

- (1) The points and times of departure, destination and intermediate stops in air travel;
- (2) The (latest) check-in time(s) at the relevant airport(s);
- (3) Any aircraft seat assignments, if available prior to departure;
- (4) Any applicable passport, visa, customs, health and security requirements for air travel; and
- (5) An indication of any dues, taxes or fees chargeable for certain services (such as landing, embarkation and disembarkation fees or tourist taxes at airports), where such costs are not included in the air travel package.

(b) The tour operator or retailer shall provide the consumer and/or his designated, named beneficiaries with a document or documents of air carriage (passenger ticket and baggage check[s]), complying with the documentary requirements of the Montreal Convention, and indicating the name(s) or internationally accepted airline code(s) of the actual air carrier(s).

(c) If the tour operator or retailer fails to comply with Subsection (b), the tour operator shall be deemed to be the contracting carrier in the sense of the Montreal Convention.

(d) The tour operator or retailer shall not contract out of its obligations under this Section, either in respect of the consumer and/or his designated named beneficiaries, or with respect to the air carrier.

**209.7 Liability of the tour operator for denied boarding, flight cancellations and delays.**

(a) Where, pursuant to Sections 209.11 – 209.33, an operating carrier is liable for compensation or reimbursement in connection with denied boarding, flight cancellation or delay, the tour operator shall be jointly and severally liable with the operating carrier vis-à-vis the consumer.

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(b) Except in the event that the denied boarding, flight cancellation or delay is attributable, in whole or in part, the tour operator, the latter has a right of recourse against the operating carrier(s) involved for the amount(s) paid out to the consumer.

(c) Where the operating carrier has paid out (an) amount(s) to (an) individual air passenger(s), covered by an air travel package, such amount(s) shall no longer be due to the consumer and the tour operator shall no longer be jointly and severally liable for them.

(d) The tour operator or retailer shall not contract out of its obligations under this Section, either in respect of the consumer and/or his designated named beneficiaries, or with respect to the air carrier.

**209.9 Tour operator's responsibility for default of a carrier.**

(a) In the event of bankruptcy, insolvency or other default of the air carrier, the tour operator shall be jointly and severally liable with the air carrier for damage to consumers.

(b) Except in the event that and to the extent that the bankruptcy, insolvency or default is attributable, in whole or in part, to the tour operator, the latter has a right of recourse against the air carrier.

(c) The tour operator or retailer shall not contract out of its obligations under this Section, either in respect of the consumer and/or his designated named beneficiaries, or with respect to the air carrier.

**209.11 Scope of rules on denied boarding, cancellation and delay.**

(a) The rules on denied boarding, cancellation and delays, contained in Sections 209.13–209.35, shall apply to passengers departing from Jordanian civil airports, and shall also apply to air carriers, tour operators and retailers located in Jordan.

(b) The rules 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.

(c) The rules 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.

(d) The compensation, referred to in Subsection (a) and elaborated upon in Section 209.19, shall essentially constitute liquidated damages, the acceptance of which shall not bar further damage suits in the courts of Jordan or of a third country, if applicable.

(e) The assistance, referred to in Subsection (a) and elaborated upon in Sections 209.21 and 209.23, shall not bar actions for damage for delay in the sense of Article 19 of the Montreal Convention.

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**209.13 Denied boarding.**

(a) Where an operating 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 carrier. In addition, volunteers shall be assisted in accordance with Section 209.21.

(b) If an insufficient number of volunteers comes forward to allow the remaining passengers with reservations to board the flight, the operating carrier may then deny boarding to passengers against their will.

(c) If boarding is denied to passengers against their will, the operating carrier shall immediately compensate them in accordance with Section 209.19 and assist them in accordance with Sections 209.21 and 209.23.

**209.15 Cancellation.**

(a) In case of cancellation of a flight, the passengers concerned shall:

(1) Be offered assistance by the operating air carrier in accordance with Section 209.21, section 209.23 (a) (1) and Section 209.23 (b), as well as, in event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, the assistance specified in Section 209.23(a)(2)(3); and

(2) Have the right of compensation by the operating air carrier in accordance with Section 209.19, 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 between fourteen days and seven days before the scheduled time of departure in the event of a scheduled flight and are offered re-routing, allowing them to depart no more than [two] hours before the scheduled time of departure and reach their final destination less than [four] hours after the scheduled time of arrival; or

(iii) They are informed of the cancellation, in the event of either a scheduled or a non-scheduled flight, less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than [one] hour before the scheduled time of departure and to arrive their final destination less than [two] hours after the scheduled time of arrival.

(b) When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.

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(c) An operating air carrier shall not be obliged to pay compensation in accordance with Section 209.19, if it can prove that the cancellation is caused by Force majeure, which could not have been avoided even if all reasonable measures had been taken.

(d) 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 operating air carrier.

**209.17 Delay.**

(a) When an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure for at least [three] to [five] hours, the passengers shall be offered by the operating air carrier the assistance specified in Section 209.23.

(b) When the delay is at least [five] hours, the assistance specified in Section 209.21 and 209.23 shall apply.

**209.19 Right to compensation.**

(a) Where reference is made to this Section in Sections 209.13(c) or 209.15(a)(3) and 209.15(c), passengers shall receive compensation amounting to a sum of money in SDR or the equivalent thereof, whereby a distinction is made as follows:

(1) SDR [250] for all flights of [2500] kilometers or less;

(2) SDR [400] for all flights between [2500] and [4500] kilometers;

(3) SDR [600] for flights exceeding [4500] kilometers.

In determining the distance, the basis shall be the last destination at which the denial of boarding or cancellation will delay the passenger's arrival after the scheduled time.

(b) When passengers are offered re-routing to their final destination on an alternative flight pursuant to Section 209.21, the arrival time of which exceed the scheduled arrival time of the flight originally booked:

(1) By [three] hours, in respect of all flights of [2500] kilometers or less; or

(2) By [four] hours, in respect of all flights between [2500] and [4500] kilometers; or

(3) By [five] hours, in respect of flights exceeding [4500] kilometers, the operating air carrier may reduce the compensation provided for in subsection (a)(1)(2)(3) by 50 percent.

(c) The compensation referred to in Subsection (a) shall be paid 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.

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(d) The distances, given in this Section, shall be measured in accordance with the great circle route method.

**209.21 Right to reimbursement or re-routing.**

Where reference is made to this Section in Sections 209.13(a)(c), 209.15(a)(1), and 209.17(b), passengers shall be offered the choice between:

(a) Reimbursement within seven days, by the means provided for in section 209.19 (c), 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 opportunity; or

(b) Re-routing, under comparable transport conditions, to their final destination 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.

**209.23 Right to care.**

(a) Where reference is made to this Section in Sections 209.13(c), 209(15)(a)(2), and 209.17(a), passengers shall be offered free of charge:

(1) Meals and refreshments in a reasonable relation to the time of day;

(2) Hotel accommodation in cases:

(i) Where a stay of one or more nights becomes necessary or

(ii) Where a stay additional to that intended by the passenger becomes necessary;

(3) Transport between the airport and place of accommodation (hotel or other).

(b) In addition, passengers shall be offered free of charge two telephone calls, telex or fax messages, or e-mails.

(c) The operating 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.

**209.25 Upgrading and downgrading.**

(a) 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.

(b) If an operating air carrier places a passenger in a class lower than that for which the ticket was purchased, it shall within seven days, by the means provided for in

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Section 209.19(c), reimburse 30%, 50 % or 70% of the price of the ticket, depending on whether the flight falls into the length in kilometers, referred to in Section 209.19 (a)(1) or (2) or (3).

**209.27 Persons with reduced mobility or special needs.**

(a) 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.

(b) In cases of denied boarding, cancellation and delays of any length, persons with reduced mobility and any persons accompanying them, as well as unaccompanied children, shall have the right to care in accordance with Section 209.23, as soon as possible.

**209.29 Right of redress.**

In case where an operating air carrier pays compensation or meets the other obligations incumbent on it under this Regulation, no provision of this Regulation may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with the law applicable.

**209.31 Obligation to inform passengers of their rights.**

(a) The operating air carrier shall ensure that at check-in a clearly legible notice containing the following text is displayed in a manner clearly visible to passengers: "If you are denied boarding or if your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance."

(b) An operating air carrier denying boarding or cancelling a flight shall provide each passenger affected with a written notice 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. The contact details of the CARC as national designated body referred to in Section 209.35 shall also be given to the passenger in written form.

(c) In respect of blind and visually impaired persons, the provisions of this Section shall be applied using appropriate alternative means.

**209.33 Exclusion of waiver.**

(a) 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.

(b) 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 additional compensation.



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**209.35 Implementation and enforcement**

- (a) CARC shall be the body responsible for the implementation of this Regulation.
- (b) Passengers may complain about infringements of this Regulation to CARC, and seek the CARC's advice as to their remedies.
- (c) Air carriers shall comply with the requirements of this Regulation, including the reporting requirements as set out in Appendix – A to this Regulation.

**209.37 Air carrier liability: special declaration of value.**

The supplementary sum which, in accordance with Article 22(2) of the Montreal Convention, may be demanded by an air carrier when a passenger makes a special declaration of interest in delivery of their baggage at destination, shall be based on a tariff which is related to the additional costs involved in transporting and insuring the baggage concerned over and above those for baggage valued at or below the liability limit. The tariff shall be made available to passengers on request.

**209.39 Air carrier liability: advance payments.**

- (a) In the event of personal injury or death under the Montreal Convention, an air carrier shall without delay, and in any event not later than fifteen days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.
- (b) Without prejudice to paragraph (a), an advance payment shall not be less than 16000 SDRs per passenger, or the equivalent amount in JOD.
- (c) An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of the Montreal Convention, but is not returnable, except in the cases prescribed in Article 20 of the Montreal Convention or where the person who received the advance payment was not the person entitled to compensation.
- (d) The foregoing is in furtherance of Article 28 of the Montreal Convention.

**209.41 Air Carrier Liability: Notice.**

- (a) Air carriers shall, when selling carriage by air, ensure that a summary of the main provisions governing liability for passengers and their baggage, including deadlines for filing an action for compensation and the possibility of making a special declaration for baggage, is made available to passengers at all points of sale, including sale by telephone and via the Internet. In order to comply with this information requirement, air carriers shall use the notice contained in Subsection(c). Such summary or notice cannot be used as a basis for a claim for compensation, nor to

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interpret the basis for a claim for compensation, nor to interpret the provisions of this Regulation or the Montreal Convention.

(b) In addition to the information requirements set out in paragraph (a), all air carriers shall in respect of carriage by air provided or purchased in Jordan, provide each passenger with a written indication of:

(1)The applicable limit for that flight on the carrier's liability in respect of death or injury, if such a limit exists,

(2)The applicable limit for that flight on the 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 airline's attention at check-in or fully insured by the passenger prior to travel;

(3)The applicable limit for that flight on the carrier's liability for damage occasioned by delay.

(c) The notice shall read:

"Air carrier liability for passengers and their baggage:

This information notice summarizes the liability rules applied by air carriers as required by Jordanian legislation and the Montreal Convention.

#### Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 100 000 SDRs the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

#### Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16 000 SDRs (approximate amount in JOD is 16,000).

#### Passenger delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4150 SDRs.

#### Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 SDRs (approximate amount in JOD is 1,000).

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**Destruction, loss or damage to baggage**

The air carrier is liable for destruction, loss or damage to baggage up to 1 000 SDRs (approximate amount in JOD is 1,000). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

**Higher limits for baggage**

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

**Complaints on baggage**

If the baggage is damaged, delayed, lost or destroyed the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

**Liability of contracting and actual carriers**

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

**Time limit for action**

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft or from the date on which the aircraft ought to have arrived.

**Basis for the information**

The basis for the rules described above is the Montreal Convention of 28 May 1999, referred to in Article 41 of Civil Aviation Law No. 41 of 2007.

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**Appendix- A**

**Airline Response Data Form**

The following is the required format and content of a Consumer Response Data Form.

**Airline Name:**

**Contact Name:**

**Contact Details:**

**Month and Year:**

	<b>QAIA</b>	<b>AMIA</b>	<b>KHIA</b>
<b>No. of departing flights</b>			
<b>No. of departing passengers</b>			

**Consumer Protection issue statistics:**

<b>Issue</b>	<b>QAIA</b>	<b>AMIA</b>	<b>KHIA</b>
<b>Number of passengers denied boarding</b>			
<b>Number of flights delayed</b>			
<b>Number of flights cancelled</b>			
<b>Number of passenger bags misplaced</b>			

**In all cases, provide details of each incident, including:**

- **Flight Number.**
- **Destination.**
- **Date of flight.**
- **Extent of any Delay.**
- **What actions were taken to deal with passengers.**