



# **RWANDA CIVIL AVIATION AUTHORITY**

## **CONSUMER COMPLAINT HANDLING PROCEDURES MANUAL**

**First Edition — 2020**

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(i) **Foreword**

If consumers are able to complain about the problems they have, and businesses handle those complaints fairly and professionally, there should be less need for regulatory intervention in the market. So effective complaints handling compliments proportionate and effective regulation.

Rwanda Civil Aviation Authority (RCAA) seeks to maintain and enhance the industry's reputation of providing the consumers of air transport services with high quality products and services. RCAA value complaints as they assist the organization to improve the regulatory policies in regard to aviation products, services and customer service.

The Authority is committed to being responsive to the needs and concerns of the industry's customers or potential customers and to following up on the resolving of consumers' complaints as quickly as possible.

Without prejudices to RCAA's post-Covid-19 Directives and other related health measures, this manual has been designed to provide guidance to airlines, airport operators, and consumers on the manner in which complaints should be received and managed in regard to Economic Regulation, Annex 36 of the Ministerial Order N<sup>o</sup> 04/CAB.M/018 of 24/07/2018 establishing civil aviation regulations.

RCAA is committed to being consistent, fair and impartial when enforcing the content of this complaint handling procedures manual.

  
Silas UDAHEMUKA  
Director General  
Rwanda Civil Aviation Authority



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#### **(iv) Introduction**

This manual highlights the measures considered essential for regaining passengers' trust, in particular proper application of the existing regulations by air carriers and airport operators, enforcement of sufficient and simple means of redress, and providing passengers with accurate information on their rights.

With these guidelines the Rwanda Civil Aviation Authority (RCAA) aims to explain more clearly a number of provisions in regard to air passenger rights, so that the current regulations (National, Regional, and International) can be more effectively and consistently enforced. These guidelines are intended to tackle the issues most frequently raised by air passengers, their associations, and the industry representatives.

The twofold purpose of these guidelines are:

- Firstly, aligning the Government of Rwanda (GoR) practices on the industry's liability in respect of passengers and their baggage with the provisions of the Montreal Convention, to which the GoR is one of the contracting parties; and
- Secondly, extending the application of the Convention's rules to air services provided within the territory of the GoR.

#### **(v) Subject**

Taking into consideration the prevention of further spread of Covid-19 after the resumption of suspended flights and without prejudices to RCAA's post-Covid-19 Directives and other related health measures, these guidelines establish, under the conditions specified herein, minimum rights for passengers when:

- (a) They are denied boarding against their will;
- (b) Their flight is cancelled;
- (c) Their flight is delayed
- (d) They are disabled or persons with special needs
- (e) Their baggage is delayed, lost or damaged

**(vi) Definitions**

For the purpose of these guidelines/Manual:

- (a) **"Aerodrome operator"** means a person operating an aerodrome licensed or certificated under Part 26- Civil Aviation (Aerodrome) Regulations;
- (b) **"Air Carrier"** A person, organization or enterprise engaged in offering to engage in an aircraft operation. It also includes air operators operating under code sharing and wet-leasing arrangements, aerodrome operator and ground handling service provider;
- (c) **"Air operator"** means an entity carrying or authorized to carry out specified commercial air transport operations;
- (d) **"Air service"** means any services performed by means of an aircraft for reward;
- (e) **"Authority"** means Rwanda Civil Aviation Authority
- (f) **"Baggage"** means such articles, effects and other personal property of a consumer as are necessary or appropriate for wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it includes both checked and unchecked baggage of the consumer;
- (g) **"Cancellation of flight"** means the non-operation of a flight which was previously planned and on which at least one place was reserved. A flight may generally be considered as cancelled when the flight number changes for the same route for which the passenger has a contract on a specific day and time schedule;
- (h) **"Cancellation by Air carrier"** means the non-operation of a flight which was previously planned and on which at least one place was reserved;
- (i) **"Cancellation by Consumer"** means voluntary decision by consumer not to accept the services offered by an air operator;
- (j) **"Care to passenger"** means support at no cost to a passenger or a service or services offered, at no cost to the consumer, by an air carrier such as but not limited to, meals and refreshments in reasonable relation to the waiting

- time, transport between the aerodrome and place of accommodation, hotel accommodation and such other assistance;
- (k) **"Compensation"** means the monetary value offered to the consumer for damages resulting from violations of the air carrier or air operator;
  - (l) **"Complaint"** means a statement of dissatisfaction with an air carrier's customer care services, safety and security operations of an air carrier made by a consumer;
  - (m) **"Consumer"** means any natural or corporate person, except members of the operating crew, carried or to be carried in an aircraft with the consent of the air operator;
  - (n) **"Delay of flight"** means the result of not being able to board a flight and take off or 15 minutes before or after ETD;
  - (o) **"Denied boarding"** means a refusal to carry passengers on a flight, although they have presented themselves for boarding; except where there are reasonable grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation;
  - (p) **"ETD"** means the date and time contained in a ticket indicating when an aircraft is expected to depart from an aerodrome
  - (q) **"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;
  - (r) **"Ground handling service provider"** means an entity providing services, either terminal or airside services, to an aircraft while on the ground;
  - (s) **"Infringement notice offense"** means an offence committed where a penalty or fine is stipulated;
  - (t) **"Persons with disabilities or special needs"** means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special attention

and adaptation to the person's needs of the services made available to all passengers

- (a) **"Ticket"** means a valid document giving entitlement to transport, or something equivalent in paperless form, including electronic form, issued or authorised by the air carrier or its authorised agent;
- (b) **"Volunteer"** means a person who has presented himself for boarding and responds positively to the air carrier's call for passengers prepared to surrender their reservation in exchange for benefits;

**(vii) Applicability**

1. These guidelines shall apply to:
  - (a) passengers departing from an airport located in the territory of the Republic of Rwanda;
  - (b) passengers departing from an airport located in a third country to an airport situated in the territory of the Republic of Rwanda; unless they received benefits or compensation and were given assistance in that third country, if the operating air carrier of the flight concerned is licensed by the Republic of Rwanda;
  - (c) air carriers and aerodrome operator(s) having valid licenses to exercise the required functions under these guidelines within thirty (30) days from the date they receive a copy of this manual;
2. Paragraph 1 shall apply on the condition that passengers:
  - (a) have a confirmed reservation on the flight concerned and, except in the case of cancellation, present themselves on time for check-in,
    - as stipulated and at the time indicated in advance and in writing (including by electronic means) by the air carrier or an authorized agent; or if no time is indicated,
    - not later than 45 minutes before the published departure time; or

- (b) 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.
3. These guidelines shall not apply to passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public. However, it shall apply to passengers having tickets issued under a frequent flyer programme or other commercial programme by an air carrier;
  4. These guidelines shall only apply to passengers transported by motorised fixed wing aircraft, and hence they do not apply to helicopter services;
  5. These guidelines shall apply to any operating air carrier providing transport to passengers covered by paragraphs 1 and 2. Where an operating air carrier which has no contract with the passenger performs obligations under this manual, it shall be regarded as doing so on behalf of the person having a contract with that passenger;
  6. Multimodal journeys involving more than one mode of transport under a single transport contract are not covered as such by the guidelines.

## CHAPTER I. CONSUMERS' RIGHTS AND AIR CARRIERS' OBLIGATIONS

### I.1 Consumers 'rights (Reg 36.080)

Passengers shall have access to clear and transparent information on the air transport product sought, that is:

1. The total price, including the applicable air fare, charges and fees; such that no airline or travel agent shall charge or collect additional fare (whether commissions, brokerage fees, administrative charges, or any other fees) to passengers not expressly advertised, displayed in the marketing material or expressly communicated to the consumer at the initial inquiry displayed;
2. The general conditions applying to the fare and ticket conditions prior to the purchase of a ticket including the name of the air carrier providing the air transportation or the names of each air carrier providing the air transportation in case the flight has more than one flight segment;
3. Efficient complaint handling procedures

### I.2 Air Carriers' obligations (Reg 36.085)

- Passengers shall be regularly informed throughout their journey on any special circumstances affecting their flight, physically or electronically in as many relevant languages as possible, particularly in the event of service disruption;
- Passengers shall receive due attention in cases of service disruption including rerouting, refund, care and/or other compensation (where provided);
- Persons with disabilities shall, without derogating from aviation safety, have access to air transport in a non-discriminatory manner and to appropriate assistance;
- Air carriers shall develop mechanisms in advance with all concerned stakeholders to ensure that passengers receive adequate attention and assistance in cases of massive disruptions. In respect of blind and visually impaired persons, this provision shall be applied using appropriate alternative means;

### I.3 Persons with disabilities or special needs (Reg 36.110)

- 1) Every passenger with disabilities shall be entitled to equal rights with others persons before the law. He or she shall be respected and be entitled to human dignity.
- 2) 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 minors.

- 3) In cases of denied boarding, cancellation and delays of any length, persons with reduced mobility and any persons accompanying them, as well as unaccompanied minors, shall have the right to care as soon as possible.

## **CHAPTER II. EVENTS GIVING RIGHTS UNDER THESE GUIDELINES AND RELEVANT MEASURES**

### **II.1. EVENTS GIVING RIGHTS UNDER THESE GUIDELINES**

#### **II.1.1 Denied Boarding (Reg 36.090)**

1. When an operating air carrier has to deny boarding on a flight due to overbooking, and in event the upgrading is not possible on the same flight (as applicable ), it shall first 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. Volunteers shall be assisted, such assistance being additional to the benefits mentioned in this paragraph;
2. If an insufficient number of volunteers come forward to allow the remaining passengers with 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 against their will, the operating air carrier shall immediately compensate them and assist them. Passengers are occasionally denied boarding due to errors by ground staff in checking their travel documents. Whilst such incidents will undoubtedly be an honest mistake, a passenger with valid documentation would be denied boarding and therefore be entitled to the provisions of these guidelines.
4. Passenger(s) failing to present a valid negative test certificate for COVID-19 will be denied boarding without any air carrier's liability for compensation.

## II.1.2 Cancellation (Reg 36.095)

1. In case of cancellation of a flight, the passengers concerned shall:
  - (a) be offered assistance by the operating air carrier; and
  - (b) be offered assistance by the operating air carrier in accordance with this manual 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;
  - (c) have the right to compensation by the operating air carrier, unless:
    - they are informed of the cancellation at least **3 days** before the scheduled time of departure; or
    - they are informed of the cancellation between two weeks and seven 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 reach their final destination less than four hours after the scheduled time of arrival; or
    - they are informed of the cancellation 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 reach their final destination less than two hours after the scheduled time of arrival.
2. When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.
3. An operating air carrier shall not be obliged to pay compensation, if it can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.
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 operating air carrier.

### II.1.3 Delay of flight (Reg 36.100)

When an operating air carrier reasonably expects that in relation to its scheduled time of departure a flight will be delayed, it is required to offer free assistance to passengers as follows:

1. Refreshments for the first hour from the original time of departure;
2. Hot meal or an equivalent meal voucher if the expected delay time exceeds 3 hours;
3. Hotel accommodation if the expected delay exceeds 6 hours from the expected time of departure, provided that the duration of delay falls at any period of night time;
4. In case of delays of more than **eight (8) hours** the passenger may consider the flight as “cancelled”. If the trip is no longer justified or the passenger decides not to travel, they can request for a **refund** of the cost of the ticket within **fourteen (14) days**. Also, refund may be made in regard to the total purchase price of the ticket for the part or parts of the journey not made, or for the part or parts of the journey already made if the flight is no longer necessary in relation to the passenger’s original travel plan. Additionally, where applicable, the passenger may be put on a return flight to the first point of departure.

### II.1.4 Damaged, lost and delayed baggage (Reg 36.115)

1. The air carrier shall provide to the Authority its lost, delayed or damaged baggage compensation policy within sixty (60) days from the date of commencement of this manual, failure to which the air carrier shall compensate the consumer based on the maximum limit for each claim;
2. The Authority has the right to decline or require amendment of an air carrier’s compensation policy to conform to these guidelines.

3. The air carrier shall commit to disclosing its compensation policy for delayed, lost and damaged baggage on its website as well as in a visible place in the sales offices and aerodromes;
4. The air carrier is not liable under these guidelines if it proves that the carrier or the carrier servants or agents had taken all necessary measures to avoid the damage, loss or delay or it was not possible for the carrier or the carrier personnel or agents to have taken those measures;
5. If the air carrier and or any other service provider proves that the damage was caused or contributed to by the negligence of the passenger the air carrier may be wholly or partly exonerated from liability;
6. The air carrier shall be entitled for the compensation from the aerodrome operator or any other service provider in case the delay damage or loss of baggage originated from the aerodrome operator or any other service provider who caused the delay, damage or loss.

### **II.1.5 Distinction between cancellation and delay**

In practice, although a flight may generally tend to be considered as cancelled when its flight number changes, this might not always be a determinant criterion. Indeed, a flight may experience such a long delay that it departs the day after it was scheduled and may therefore be given an annotated flight number (e.g. XX 1234a instead of XX 1234) to distinguish it from the flight of the same number on that subsequent day. However, in this case, it could still be considered as a delayed flight and not a cancellation. This should be assessed on a case-by-case basis.

### **II.1.6 Diverted Flight**

A diverted flight by which a passenger finally arrives at an airport which does not correspond to the airport indicated as the final destination in accordance with the passenger's original travel plan is to be treated in the same way as a cancellation unless:

- The passenger is proposed re-routing under comparable transport conditions at the earliest opportunity by the air carrier to the airport of original final destination or to any destination agreed with the passenger and in that case, may finally be considered as delayed,
- The airport of arrival and the airport of the original final destination serve the same town, city or region, in which case, it may finally be treated as a delay.

## II.2. RELEVANT MEASURES

### II.2.1 Right to compensation (Reg 36.090(h);(k);(l))

1. Where reference is made to this point, passengers shall receive compensation when:
  - (a) involuntarily denied boarding due to air carrier's overbooking policy within 14 calendar days from the date of confirmation of the consumer's entitlement for compensation, or from the date of issuance of a decision by the Authority of the consumer's entitlement for compensation, in accordance with the air carrier's conditions of carriage on its ticket arrangements. Furthermore, each day of delayed compensation shall amount to 20% of the ticket price;
  - (b) the delay between the cancelled flight and the alternative flight exceeds eight (8) hours for domestic flights, then the air carrier must, in addition to providing the care required, compensate the Consumer an amount equivalent to 10% of the ticket value for every hour of delay, provided that the compensation shall be capped at the total value of the ticket, and such compensation shall not be considered an alternative to providing the care services;

- (c) if a flight is delayed and the air carrier does not announce the new estimated time for takeoff through the mode of announcement available at the aerodrome, then the air carrier must, in addition to providing the care required, compensate the consumers an amount equivalent to 20% of the ticket value for each hour of delay, provided that such compensation is capped at the total value of the ticket per passenger. Where further delay is incurred beyond the expected delay in arrival as announced by the air carrier, such that the total time delay exceeds eight (8) hours, the air carrier must in addition to the care required, compensate the consumer an amount equivalent to 10% of the Ticket value for every hour of delay; provided that compensation shall be capped at the total value of the ticket and such compensation shall not be considered an alternative to providing the care services;
- (d) an air carrier fails to provide the services or necessary facilities after his or her ticket has been issued the consumer with disability or special needs shall be compensated as well, in addition to any entitlements provided for under these guidelines.
- (e) the air carrier fails to prove that it or its personnel or agents had taken all necessary measures to avoid the damage, loss or delay or it was not possible for the carrier or the carrier servants or agents to have taken those measures; the consumer shall be compensated up to a maximum of one thousand (1000) SDR Units for the loss, damage, or delay of a baggage. The air carrier shall:
- 1) Compensate the consumer for damage of the baggage within fourteen (14) calendar days from the date on which the baggage is deemed damaged in accordance with the procedures of the air carrier;
  - 2) Compensate the consumer for loss of the baggage within fourteen (14) calendar days from the date on which the air carrier admits the loss of

the checked baggage or if the checked baggage has not arrived at the expiration of twenty-one (21) days after the date on which it ought to have arrived;

- 3) Be liable for damage caused by the delay in the carriage of baggage.

Any compensation under these regulations shall be paid in cash, by electronic bank transfer, bank orders or cheques or, with the signed agreement of the passenger, in travel vouchers and/or other services not later than fourteen calendar days from the date of confirmation of the consumer's entitlement for compensation.

## **II.2.2 Rights to reimbursement or re-routing (36.090(h)&36.110(3))**

1. Where reference is made to this point, passengers shall be offered the choice between:
  - (a) reimbursement within fourteen (14) calendar days 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 or 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;
  - (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.
2. Paragraph 1(a) shall also apply to passengers whose flights form part of a package.
3. When, in the case where a town, city or region is served by several airports, an operating air carrier offers a passenger a flight to an airport alternative to that for which the booking was made, the operating air carrier shall bear the cost of transferring the passenger from that alternative airport either to that for

which the booking was made, or to another close-by destination agreed with the passenger.

### **II.2.3 Right to care (Reg 36.125)**

1. Where reference is made to this point, passengers shall be offered free of charge:
  - (a) meals and refreshments in a reasonable relation to the waiting time;
  - (b) hotel accommodation in cases
    - where a stay of one or more nights becomes necessary, or
    - where a stay additional to that intended by the passenger becomes necessary;
  - (c) transport between the airport and place of accommodation (hotel or other) in cases of lengthy flight delay, denied boarding, and flight cancellation .
2. In addition, passengers shall be offered free of charge two telephone calls and or internet and e-mails.
3. In applying this point, the operating air carrier shall pay particular attention to the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied minors.

## **II.3. OTHER RIGHTS**

### **II.3.1 Upgrading and Downgrading (Reg 36.090(h) (3))**

1. As applicable, 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. As applicable, if an operating air carrier places a passenger in a class lower than that for which the ticket was purchased, it shall within seven (7) days, reimburse 20 % of the price of the ticket.

### **II.3.2 Further Compensation (Reg 36.120)**

1. This manual shall apply without prejudice to a passenger's rights to further compensation. If the passenger makes recourse to further ways of compensation, the compensation granted under this manual may be deducted from such other compensation.
2. Without prejudice to relevant principles and rules of national law, paragraph 1 shall not apply to passengers who have voluntarily surrendered a reservation.

### **II.3.3 Right of Redress (Reg 36.130)**

In cases where an operating air carrier pays compensation or meets the other obligations incumbent on it, no provision of this manual may be interpreted as restricting its right to seek for compensation from any person, including third parties, in accordance with the law applicable. In particular, this manual 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. Similarly, no provision of this manual may be interpreted as restricting the right of a tour operator or a third party, other than a passenger, with whom an operating air carrier has a contract, to seek reimbursement or compensation from the operating air carrier in accordance with applicable laws and regulations.

## CHAPTER III. COMPLAINTS HANDLING PROCEDURES

### III.1 By air carriers and aerodrome operators (Reg 36.145)

1. At the first point of contact, an air carrier, aerodrome operator, service provider shall acknowledge in writing the receipt of a complaint filed by the consumer;
2. An air carrier, aerodrome operator, service provider will where possible, advise a consumer at the time of making the complaint on the expected action, timing for investigation and resolution of the complaint. In the event that the air carrier considers the complaint as frivolous or vexatious, the consumer shall be informed accordingly in writing;
3. An air carrier, aerodrome operator, service provider shall resolve all complaints made by its consumers within a reasonable time but not longer than **thirty (30)** days from the date of receipt of the complaint;
4. An air carrier, aerodrome operator, service provider will be required to put in place a process to provide Consumers with sufficient information and the means to inquire on the progress of complaints;
5. An air carrier, aerodrome operator, service provider shall inform the consumer in writing of the outcome of the investigation of their complaint, and the decision made by the air carrier;
6. The air carrier, aerodrome operator, service provider complaint handling processes shall be at no cost.
7. Depending on complaint nature and as appropriate, payment for compensation must be done within the fourteen (14) calendar days from the date of receipt of the complaint as prescribed by these guidelines. That is, the timelines for complaints handling shall include payment process, as appropriate.

### III.2 By the Authority (Reg 36.155)

When customers are not satisfied with how their complaints have been handled, or the resolution provided by air carrier, aerodrome operator or service provider, they can escalate their complaints to the Authority, that is, Rwanda Civil Aviation Authority (RCAA) as the second point of contact. Then the Authority shall:

1. Receive customer's complaint (whether by phone or in person) at : **Email:** [complaints@caa.gov.rw](mailto:complaints@caa.gov.rw) or **Telephone (Mob):** +250 724123083
2. Notify the air carrier, aerodrome operator or service provider concerned about the fact that a client has a complaint;
3. Request customers to put their complaint in writing and to attach relevant documentation with the following information:
  - a) name and contact details;
  - b) a copy of the airline ticket
  - c) nature of the complaint
  - d) Details of any steps already taken to resolve the complaint, such as a copy of the formal complaint to the air carrier stating breach of consumer rights, a response from or correspondence with the air carrier (if any), etc...
  - e) Copies of any documentation which supports the complaint
4. Record Complaints in complaints register;
5. Call the air carrier, aerodrome operator or service provider against whom the allegations are being made in, and ask them for an explanation (in writing);
6. Keep customers constantly informed about the progress (at least weekly);
7. Arrange consultation with the customer and discuss (if necessary);
8. Complaints must be solved within "reasonable time" but not longer than **thirty (30)** days from the date of receipt of the complaint in writing; and communicate the decision to the customer.
9. If not in favour of customer:
  - a) Give full reasons for decision in writing;

- b) Explain to the client his right to take the matter to the court (accredited), if still not satisfied;
10. When ruled in favour of the customer, recommend an appropriate level of compensation to be offered to the customer without delay, and payment must then take place not later than fourteen (14) days from the date of the ruling by the Authority.

**CHAPTER IV. SUBMISSIONS****IV.1 Overbooking Policies and complaints handling procedures (Reg 36.90 (b))**

- 1) Rwandan air operators shall submit their Overbooking Policies to the Authority for consideration as specified in the Economic Regulation, Part 36 of the Ministerial Order N<sup>o</sup> 04/CAB.M/018 of 24/07/2018 establishing civil aviation regulations;
- 2) All Foreign air carriers operating or intending to operate in Rwanda shall submit to the Authority their overbooking Policy adopted by the representative civil aviation authority in the country where it is headquartered as specified in the Economic Regulation, Part 36 of the Ministerial Order N<sup>o</sup> 04/CAB.M/018 of 24/07/2018 establishing civil aviation regulations;
- 3) Both Rwandan and foreign air carriers operating or intending to operate in Rwanda shall submit to the authority their complaints handling procedures aligned to the Economic Regulation, Part 36 of the Ministerial Order N<sup>o</sup> 04/CAB.M/018 of 24/07/2018 establishing civil aviation regulations;
- 4) Each air carrier shall provide to the Authority its lost, delayed or damaged baggage compensation policy;
- 5) The aerodrome operators shall submit to the authority their complaints handling procedures aligned to the Economic Regulation, Part 36 of the Ministerial Order N<sup>o</sup> 04/CAB.M/018 of 24/07/2018 establishing civil aviation regulations;

## IV.2 Reporting (Reg 36.170)

- 1) Immediate report on denied boarding, delayed and cancelled flights due to special circumstances and/or involving unusual or high profile passengers (Drug dealers, Human trafficking, Diplomats, special envoys, etc...)
- 2) Monthly report on cases of denied boarding;
- 3) Monthly report on delayed and cancelled flights;
- 4) Monthly report on complaints;
- 5) An air carrier, aerodrome operator, service provider shall file, with the Authority, such information and statistics on all complaints reported, including those resolved and those outstanding, on a quarterly basis (quarterly report on complaints).

### References:

1. ICAO Doc No 9626, Manual on the Regulation of International Air Transport, 3<sup>rd</sup> Edition 2018, Part IV-Chapter 10;
2. The Montreal Convention, Unification of Certain Rules for International Carriage by Air, 28<sup>th</sup> May 1999;
3. The Warsaw Convention 1929 with related amendments made so far;
4. Interpretative Guidelines on Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights; and on council regulation (EC) No 2027/97 on Air Carriage liability in the event of Accidents as amended by Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002;
5. Law No 007/2019 of 13/04/2019 Establishing Rwanda Civil Aviation Authority, its mission, organization and functioning;
6. Law No 36/2012 of 21/09/2012 relating to competition and consumer protection;
7. Economic Regulation, Part 36 of the Ministerial Order N<sup>o</sup> 04/CAB.M/018 of 24/07/2018 establishing civil aviation regulations.

### Appendix A: Form for the monthly/immediate report on cases of denied boarding

Reg. 36.170 (a)

[Company headings.....]

Date	Passenger(s) details (Names, Nationality, Physical address, Tel., email)	Flight number	Reason(s) of boarding denial	Measures taken

## Appendix B: Form for monthly/immediate report on delayed and cancelled flights

Reg. 36.170 (a)

[Company headings.....]

Date	Flight number	Reason(s) of delay/flight cancellation (subject to verification)	Measures taken (as appropriate)

### Appendix C: Form for quarterly report on complaints

Reg. 36.170 (a)

[Company headings.....]

N°	Date	Complainant details (Names, Nationality, Physical address, Tel., email)	Complain summary	Status (Resolved /or not Resolved yet)	Decision made when resolved/ or reasons when not resolved