



NIGERIA CIVIL AVIATION AUTHORITY REGULATIONS

**PART 19
CONSUMER PROTECTION**

2023



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PART 19 CONSUMER PROTECTION

APRIL 2023



Record of Amendment

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Made this 17 day of May 2023.

A handwritten signature in red ink, appearing to read "Musa Shuaibu Nuhu".

Captain Musa Shuaibu Nuhu
Director General of Civil Aviation



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NIGERIA CIVIL AVIATION REGULATIONS
PART 19—CONSUMER PROTECTION REGULATIONS

INTRODUCTION

Part 19 deals with Passengers' Rights and Responsibilities; and the obligations of Airlines', Travel Agents, and Tour Operators to Passengers.

This Part addresses consumer protection issues, including, assistance for Persons with Reduced Mobility, assistance to aircraft Accident victims and their families, compensations for denied boarding, delayed or lost baggage, delays and cancellations of flights.



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PART 19—PASSENGERS' RIGHTS AND RESPONSIBILITIES AND AIRLINES' OBLIGATIONS

19.1. APPLICABILITY

19.1.1. This Part prescribes minimum rights and responsibilities of passengers and airlines' obligations to passengers, where:

- (a) There is an incidence of Overbooking and passengers are denied boarding against their will ;
- (b) A scheduled flight is delayed;
- (c) A scheduled flight is cancelled; and
- (d) Passengers fail to discharge their responsibilities.

19.1.2. DEFINITIONS

19.1.2.1. For the purpose of this part, the following definitions shall apply:

“Aircraft” means any machine that can derive support in the atmosphere from reactions of the air other than reactions of the air against the earth surface.

“ Air Carrier” means an enterprise that engages in provision of transportation services by aircraft for remuneration or hire.

“Airline” means any air transport enterprise offering or operating a scheduled international air service.

Note : Notwithstanding the definitions in (2) & (3) above, for the purpose of this part, the words ‘Air Carrier’ and ‘Airline’ are used interchangeably.

“Assessment” means an initial evaluation of a complaint by the Authority to determine the appropriate means of redress.

“Authority” means the Nigerian Civil Aviation Authority.

“Consumer” means consumer of civil aviation services.

“Baggage” means personal property of passengers or crew carried on an aircraft by agreement with the operator.

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

“Cargo” which is an equivalent to the term “goods” means anything carried or to be carried in an aircraft or by means of surface transportation including, but not limited to, road or rail vehicles, except mail, or baggage carried under a passenger ticket



and baggage check, but includes baggage moving under an Air Waybill or shipment Record.

“Compensation” means direct and/or indirect monetary and/or non-monetary benefits offered to passengers whose rights have been infringed upon.

“Complainant” means :

- (i) An air passenger ;
- (ii) One or more air passengers, where there are numerous air passengers having the same interest ; or
- (iii) In case of the death of an air passenger, his legal heirs or representatives making or continuing a complaint.

“Complaint” means an allegation in writing made by an air passenger, a group of passengers or their legal heirs or representatives.

“Confirmed Reserved Space” means space on a specific date and on a specific flight and class of service on an air carrier which has been requested by a passenger, including a passenger with a zero fare ticket”, and which the air carrier or its agent has verified, by appropriate notation on the ticket or in any other manner provided therefore by the air carrier, as being reserved for the accommodation of the passenger.

“Denied Boarding” means a refusal by an airline to carry passengers who hold confirmed reservation and valid travel documentation, although they have presented themselves for check-in and/or boarding at the time stipulated by the airline , on grounds of oversold service.

“Disembarkation” means the leaving of an aircraft after landing, except by crew or passenger continuing on the next stage of the same through-flight.

“Embarkation” means the boarding of an aircraft for the purpose of commencing a flight, except by such crew or passengers as have embarked on a previous stage of the same through-flight.

“Extra Ordinary Circumstances” means any mechanical, technical, operational, climatic, socio-political or any other conditions beyond the actual control of the party involved.

“Fare”: means the price paid for air transportation including all mandatory taxes and fees. It does not include ancillary fees for optional services.

“Foreign Aircraft” means an aircraft other than a Nigerian registered aircraft.

“International Airport” means any airport designated by the Contracting State in whose territory it is situated as an airport of entry and departure for international air traffic, where the formalities incident to customs, immigration, public health, animal and plant quarantine and similar procedures are carried out.

“Liability” means debt of the entity in the form of financial claims on entities assets.



“Mishandled baggage” means baggage involuntarily, or inadvertently, separated from passenger or crew.

“Passenger” means a person in whose name a ticket and a reservation is made and or confirmed and who is eligible to travel upon the stated flight pursuant to that ticket whether the ticket is purchased by the person or not and whether the ticket is zero fare ticket for which no fees or fare is paid.

“Person” means any individual, firm, partnership, corporation, company, association, joint state association or body politic and includes and trustee, receiver, assignee, or other similar representative of the entities.

“ Person with Disabilities” means any person whose mobility is reduced due to sensory or locomotory incapability, an intellectual deficiency, age, illness, or any other cause of disability and whose situation needs special attention and the adaptation to the person’s needs of the services made available to all passengers.

“ PRM” means person with reduced mobility- for the purpose of this part, persons with reduced mobility and persons with disabilities are used interchangeably.

“Ticket” means a valid document giving entitlement to transport, or something equivalent in paperless form, including electronic form, issued or authorized by the air carrier or its authorized agent.

“Tour Operator” means, with the exception of an air carrier, an organizer of package travel, package holidays and package tours.

“Unaccompanied Baggage” means baggage that is transported as cargo and may or may not be carried on the same aircraft with the person to whom it belongs.

“Unclaimed Baggage” means baggage that arrives at an airport and is not picked up or claimed by a passenger.

“Volunteer” means a person who responds to the carrier’s request for volunteers and who willingly accepts the carriers’ offer of compensatory benefits, in exchange for relinquishing the confirmed reserved seat.

Tarmac Delay: A tarmac delay occurs when an airplane on the ground is either awaiting take-off or has just landed and passengers do not have the opportunity to get off the plane. Closed aircraft doors define a tarmac delay. Tarmac delay occurs when passengers are confined, with no immediate opportunity to disembark.

Travel Agent: means one who assists travelers by sorting through vast amounts of information to help their clients make the best possible travel arrangements.

Schedule Change means Where an air carrier makes a change to already booked flight time or date.

Significant Change to Flight Schedule: means when an air carrier makes a change to a flight’s original booked time to more than two hours prior to departure or more than two hours later than arrival for domestic flights, or six hours prior to departure or six hours later on arrival on international flights.



19.2. SCOPE OF APPLICATION.

19.2.1.1 This Part shall apply to passengers:

- (a) departing from an airport located within Nigeria to another airport within Nigeria ;
- (b) departing from an airport located in another country to an airport situated in Nigeria, unless they received benefits or compensation and were given assistance in that other country ;
- (c) on foreign air transportation with respect to flight segments originating at a point within Nigeria.

19.2.1.2 . In respect of subsection 19.2.1.1. of this Part, it shall apply to passengers on scheduled flights including packaged tours, and on the condition that a passenger :

- (a) has a confirmed reservation on the flight concerned and, except in the case of cancellation referred to in section 19.7.1, presents himself or herself for check-in, as stipulated and at the time indicated in advance and in writing (including by electronic means) by the air carrier, tour operator or an authorized travel agent, or, if no time is indicated, not later than two (2) hours before the published departure time; or
- (b) has been transferred by an air carrier or tour operator from the flight for which he or she held a reservation to another flight, irrespective of the reason.

19.2.1.3 This Part 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 or tour operator.

19.2.1.4 This Part shall apply to any operating air carrier providing transport to passengers covered in Part 19.2.1.1 and 19.2.1.2. above. Where an operating air carrier, which has no contract with the passenger, performs obligations under these Regulations, it shall be regarded as doing so on behalf of the carrier having a contract with that passenger.

19.2.1.5 This Part shall not apply in cases where a packaged tour is cancelled for reasons other than cancellation of the flight.

19.3. “NO SHOW” AND OVERBOOKING.

19.3.1.1 A passenger who shows-up on a later date or time other than the scheduled date or time of departure on his or her ticket may be considered for wait-listing on another flight subject to seat availability after meeting the airlines’ requirement(s).

19.3.1.2. An air carrier may overbook a scheduled flight in contemplation of the possibility of some passengers not showing up for that flight.



19.4. DENIED BOARDING

- 19.4.1.1. An airline shall have the following obligations in the event of an oversold flight:
- (a) ensure that the smallest practicable number of persons holding confirmed reserved seat on that flight are denied boarding involuntarily;
 - (b) request for volunteers for denied boarding before applying boarding priority.
- 19.4.1.2 Any other passengers denied boarding except in accordance with subsection 19.4.1.1 above, is considered for purposes of this Regulation to have been denied boarding involuntarily, even if the passengers accept the denied boarding compensation. Volunteers shall be compensated in accordance with Section 19.8.1.1 (Compensation Provision) and 19.9.1.1, such assistance being additional to the benefits mentioned in this paragraph.
- 19.4.1.3. In relation to each passenger solicited to volunteer for denied boarding, no later than the time the airline solicits that passenger to volunteer for denied boarding, the airline shall:
- (a) advise whether he or she is in danger of being involuntarily denied boarding and, if so, the compensation the carrier is obligated to pay if the passenger is involuntarily denied boarding;
 - (b) disclose all material restrictions, including but not limited to administrative fees, advance purchase or capacity restrictions, and blackout dates applicable to the offer before the passenger decides whether to give up his or her confirmed reserved space on that flight in exchange for the free or reduced rate transportation.
- 19.4.1.4. If an insufficient number of volunteers come forward, the carrier may deny boarding to other passengers in accordance with its boarding priority procedures of subpart 19.5.

19.5. BOARDING PRIORITY PROCEDURES

- 19.5.1.1 Every operating air carrier shall establish boarding priority procedures and criteria for determining which passengers holding confirmed reserved space shall be denied boarding on an oversold flight if an insufficient number of volunteers come forward. Such procedures and criteria shall:
- (a) reflect the obligations of the operating air carrier set forth in sections 19.4.1.1 and 19.4.1.2 to minimize involuntary denial of boarding and to request for volunteers;
 - (b) be written in such manner as to be understandable and meaningful to the average passenger; and



- (c) not make, give, or cause any undue or unreasonable preference or advantage to any particular person or subject any particular person to any unjust or unreasonable prejudice or disadvantage in any respect whatsoever.

19.5.1.2. Boarding priority factors may include, but are not limited to, the following:

- (a) passengers on urgent medical trips ;
- (b) a passenger's time of check-in ;
- (c) whether a passenger has a seat assignment prior to boarding;
- (d) the fare paid by a passenger;
- (e) a passenger's frequent-flyer status ;
- (f) a passenger's reduced mobility status, including unaccompanied minors ;
- (g) Families (maximum of two adults) where at least one child is aged five years or under.

19.5.1.3. 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 involuntarily.

19.5.1.4. If boarding is denied to passengers involuntarily, the operating air carrier shall immediately compensate them in accordance with subpart 19.8 and 19.9; and assist them in accordance with subpart 19.10; 19.11 and 19.12.

19.5.1.5 Every air carrier shall develop and file with the Authority Boarding Priority Procedures consistent with these Regulations.

19.6. DELAY

19.6.1. DOMESTIC FLIGHTS.

19.6.1.1. For domestic flights, when an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure, it shall provide the passengers with reason(s) for the delay within 30 minutes after the scheduled departure time and the assistance specified below:

- (a) after two hours, refreshments as specified in section 19.10.1.1(a) and telephone calls, SMS and E-mails as specified in section 19.10.1.2;
- (b) Beyond three (3) hours, Reimbursement as specified in subSection 19.9.1.1(a); And Re-routing as specified in subsection 19.9.1.1(b)(c);
- (c) at a time beyond 10pm till 4am, or at a time when the airport is closed at the point of departure or final destination, the assistance specified in sections 19.10.1.1(c) and 19.10.1.1(d) (hotel accommodation and transport); and



- (d) In the event of a Lengthy delay When the expected time of departure is more than six hours after the time of departure previously announced, compensation as specified in subsection 19.8.1.1(a).

19.6.1.2 An operating airline shall not be obliged to pay compensation for a lengthy delay beyond six hours if it can prove that the delay is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

19.6.2. INTERNATIONAL FLIGHTS.

19.6.2.1. For international flights, when an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure, it shall provide to the passengers the assistance specified below:

- (a) between two and four hours, compensation as specified in sections 19.8.1.1(b) and Telephone Calls, SMS, E-mails as specified in 19.10.1.2; more than four hours, Meal as specified in 19.10.1.1(b) and Telephone Calls, SMS, E-mails as specified in 19.10.1.2; and
- (b) when the reasonably expected time of departure is at least six hours after the time of departure previously announced, the Hotel accommodation assistance as specified in sections 19.10.1.1(c) and Transport assistance as specified in 19.10.1.1(d).

19.6.2.2. In any event, the assistance shall be provided within the time limits set out in these regulations.

19.6.3. TARMAC DELAY

19.6.3.1. If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the air carrier shall ensure passengers are provided with the following care free of charge while they wait on board the aircraft:

- (a) information about the reason for the delay and status updates every 30 minutes. subsequent updates, including flight status changes, as the carrier deems appropriate;
- (b) access to lavatories in working order if the aircraft is equipped with lavatories.
- (c) proper ventilation and heating or cooling of the aircraft;
- (d) food and drink in reasonable quantities no later than 2 hours after the start of the Tarmac delay.

19.6.3.2 The air carrier shall provide passengers on the flight experiencing a tarmac delay the opportunity to disembark before the tarmac delay exceeds three hours in duration.



- 19.6.3.3. After a three-hour tarmac delay at the airport, an aircraft can stay on the tarmac for up to 45 extra minutes if it is likely that it will take off within that period and the airline is able to continue providing the care as provided in section 19.6.3.1.
- 19.6.3.4 If a passenger requires urgent medical assistance while the flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the air carrier shall facilitate access to that assistance.
- 19.6.3.5 Disembarking order. An air carrier that allows passengers to disembark shall, give persons with disabilities along with any persons accompanying them, the opportunity to disembark first.
- (a). If it is possible to let some but not all passengers disembark (for example, because of capacity limitations of the airport holding area), the airline may make that offer and allow as many passengers as feasible off the plane.
 - (b). An air carrier may also determine a set of reasonable criteria for deciding which passengers will disembark in such circumstances. These criteria should give priority to passengers with a disability that results in difficulties for that passenger during an extended tarmac delay.
 - (c). The provisions of subsection 19.6.3.2 shall not apply if providing an opportunity for passengers to disembark is not possible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.
 - (d). The provisions of subsection 19.6.3.1(d). shall not apply when the Pilot- In-command determines that food and water service cannot be provided due to safety or security reasons.
- 19.6.3.6 Each air carrier, shall adopt a Contingency Plan for Lengthy Tarmac Delays for its flights at each airport which it operates or markets such air service, and shall adhere to its plan's terms.
- 19.6.3.7 Each air carrier that experiences a tarmac delay at an airport within Nigeria of more two hours for domestic flights and three hours for international flights shall subject to this part submit to the Authority, a completed mandatory tarmac delay report form as specified in [IS.19.6.3.7](#) not later than 10 days after the tarmac delay occurs.

19.6.4. SCHEDULE CHANGE

- 19.6.4.1. When an air carrier makes a significant change to a flight, the air carrier shall:
- (a) Provide the passengers with notice of the change not later than 12(twelve) hours before the schedule time of departure for domestic flights and not later than 14 (fourteen) days for international flights and the assistance specified below:
 - (b) Reimbursement as specified in subsection 19.9.1.1(a) or Re-routing as specified in subsection 19.9.1.1(b) and 19.9.1.1 (c);

19.7. CANCELLATION.

- 19.7.1.1. In case of cancellation of a flight, the passengers concerned shall:
- (a) Be offered assistance by the operating air carrier in accordance with subpart 19.6. and ;
 - (b) Be offered assistance by the operating air carrier in accordance with subsections 19.9.1.1(a) and 19.9.1.2 as well as, in the 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 subsections 19.9.1.1(b) and 19.9.1.1(c) ;
 - (c) In respect of domestic flights, have the right to compensation by the operating air carrier in accordance with subsection 19.8.1.1.(a) unless they are informed of the cancellation at least twenty-four hours before the scheduled time of departure ; and
 - (d) In respect of international flights, have the right to compensation by the operating air carrier in accordance with subsection 19.8.1.1(b), unless:
 - (1) they are informed of the cancellation at least seven days before the scheduled time of departure;
 - (2) they are informed of the cancellation between three and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart not 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
 - (3) 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 not 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.
- 19.7.1.2. When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.
- 19.7.1.3. An operating airline shall not be obliged to pay compensation for cancellation 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.
- 19.7.1.4. The burden of proof concerning any question as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating airline.

19.8. RIGHT TO COMPENSATION.

- 19.8.1.1. Where reference to compensation is made in this section, passengers shall receive at least



- (a) 25 % of the fares or passenger ticket price for all flights within Nigeria.
 - (b) 30% of the passenger ticket price for all international flights.
- 19.8.1.2. When passengers are offered re-routing to their final destination on an alternative flight pursuant to subsection 19.9 the arrival time of which does not exceed the scheduled arrival time of the flight originally booked:
- (a) by one hour, in respect of all domestic flights ;
 - (b) by three hours, in respect of all international flights, the operating airline may reduce the compensation provided for in subsection 19.8.1.1 by 50%.
- 19.8.1.3 The compensation referred to in subsection 19.8.1.1 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 or other services.
- (a) Where compensation is made in voucher, the voucher shall be redeemable at all sales outlets of the air carrier providing the voucher.

19.9. RIGHT TO REIMBURSEMENT OR RE-ROUTING.

- 19.9.1.1. Where reference to reimbursement or re-routing is made in this subpart, passengers shall be provided any of the following choices:
- (a) Reimbursement shall be made by mode of payment. If payment is made in cash, reimbursement shall be made immediately for domestic flights or within 14 (fourteen) days for international flights. If by electronic bank transfer, bank orders or bank cheques, travel vouchers or other services, reimbursement shall be made within 14 (fourteen) days of the full cost of unutilized 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 of already made if the flight is no longer serving the 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.
- 19.9.1.2 Subsection 19.9.1.1(a) shall also apply to passengers whose flights form part of a package, except for the right to reimbursement where such right arises under any contractual understanding between the passenger and provider.
- 19.9.1.3 When 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 the airport for which the booking was made, or to another close-by destination agreed with the passenger.



19.9.2. REFUND FOR CANCELLED TICKET RESERVATION

19.2.1.1. If a consumer cancels a ticket reservation no later than 24 hours after purchasing it, for tickets bought at least seven days before a flight's scheduled departure date and time, the air carrier shall:

- (a) allow such consumer to cancel their reservation and receive a refund, or
- (b) allow such consumer to reserve the ticket (place it on hold) for 6 months

19.10. RIGHT TO CARE.

19.10.1.1. Where reference to care is made in this section, passengers shall be offered free of charge:

- (a) refreshments such as water, soft drinks, confectioneries / snacks;
- (b) a meal ;
- (c) hotel accommodation;
- (d) transport between the airport and place of accommodation (hotel or other accommodation).

19.10.1.2. In addition to 19.10.1.1 passengers shall be offered free of charge, two telephone calls, SMS or emails.

19.10.1.3. In applying this section, the operating air carrier shall prioritize the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied minors.

19.11. UPGRADING AND DOWNGRADING.

19.11.1.1 If an operating air carrier places a passenger in a class higher than that for which ticket was purchased, it may not request any supplementary payment.

- (a) If an operating air carrier places a passenger in a class lower than that for which the ticket was purchased, by the means provided for in subsection 19.8.3.1, it shall immediately reimburse the difference to the passenger in accordance with the mode of payment within 30 days from the date of travel, plus :
 - (1) 30% of the price of the ticket for all domestic flights immediately, and
 - (2) 50% of the price of the ticket for all international flights within 14 days.



19.12. PERSONS WITH REDUCED MOBILITY OR SPECIAL NEEDS

- 19.12.1.1. Every airport operator, airline and ground handling company shall provide facilities at the airports to enhance the movement of Persons with Reduced Mobility.
- 19.12.1.2 Every airport operator, airline and ground handling company shall ensure that no passenger is discriminated against on the grounds of his/her disability or reduced mobility.
- 19.12.1.3. All Operating airlines shall give priority to persons with reduced mobility and any persons accompanying them, unaccompanied minors, and families (maximum of two adults) where at least one child is aged five years or under.
- 19.12.1.4. In cases of denied boarding, cancellation and delays (as specified in subpart 19.6) persons with reduced mobility and any persons accompanying them, unaccompanied minors, and families (maximum of two adults) where at least one child is aged five years or under, shall have the right to care in accordance with subpart 19.10.
- 19.12.1.5 The air carrier or its agents shall not leave a person with disability or person with reduced mobility unattended for more than 30 minutes in a wheelchair or other device, in which the passenger is not independently mobile.
- 19.12.1.6 The airport or operating airline staff, as appropriate, should be in frequent (every 30 minutes) contact with the person with reduced mobility to advise them of the status of the request for assistance and to enquire about the person's needs

19.12.2. ADVANCE NOTICE FOR TRAVEL

- 19.12.2.1. Airlines may not require passengers with disabilities to provide advance notice of their intent to travel or of their disability. However, Persons with reduced mobility shall provide the airline with up to 48 hours advance notice if they require any guided assistance that meet their disability related needs.

19.12.3. RESERVATION ASSISTANCE

- 19.12.3.1 During reservation, Airlines, travel agents and tour operators shall:
 - (a) Provide travelers the opportunity to request assistance at booking, across all points of ticket sales (including by telephone or the internet).
 - (1) All air carriers and their agents shall mandatorily place on their ticket portal, a mandatory field or column where persons with disabilities or their assistant may request for special needs assistance while booking or purchasing a flight ticket.
 - (b) Actively enquire whether there will be any person in a party who may require assistance at the airport and/or in flight.



- (c). Ensure that the information they receive from travelers with disabilities regarding their disability-related needs is communicated to the departments, teams and organizations that will deliver the relevant assistance.

19.12.4. PREVENTION OF REFUSAL OF CARRIAGE

- 19.12.4.1 An air carrier or its agent or a tour operator shall not refuse, on the grounds of disability or of reduced mobility to:
 - (a) accept a reservation for a flight departing from or arriving at an airport to which this Regulation applies;
 - (b) embark a person with disability or a person with reduced mobility at such an airport, provided that the person concerned has a valid ticket and reservation.
- 19.12.4.2. In respect of subsection 19.12.4.1. of this part, it shall apply on the conditions set forth in Sections 19.2.1.2.

19.12.5. DEROGATIONS, SPECIAL CONDITIONS AND INFORMATION

- 19.12.5.1. Notwithstanding the provisions of 19.12.4.1, an air carrier or its agent or a tour operator may refuse, on the grounds of disability or of reduced mobility, to accept a reservation from or to embark a person with disability or a person with reduced mobility:
 - (a) In order to meet applicable safety requirements established by international, Community or national law or in order to meet safety requirements established by the Authority;
 - (b) If the size of the aircraft or its doors makes the embarkation or carriage of that person with disability or person with reduced mobility physically impossible.
 - (1) In the event of refusal to accept a reservation on the grounds referred to under subsection 19.12.5.1 (a) or (b) the air carrier, its agent or the tour operator shall make reasonable efforts to propose an acceptable alternative to the person in question.
 - (2) A person with reduced mobility who has been denied embarkation on the grounds of his or her disability or reduced mobility and any person accompanying this person pursuant to 19.12.5.1. shall be offered the right to reimbursement or re-routing as provided for in section 19.9.1 and subpart 19.8 (compensation provision)
 - (3) The right to the option of a return flight or re-routing shall be conditional upon all safety requirements being met.

19.12.6. REFUSAL OF CARRIAGE NOTICE

- 19.12.6.1. When an air carrier or its agent or a tour operator exercises a derogation under 19.12.5.1., it shall immediately inform the Person with Reduced Mobility of the



reasons therefore. On request, an air carrier, its agent or a tour operator shall communicate these reasons in writing to the person with disability or person with reduced mobility, within five working days of the request.

- 19.12.6.2 An air carrier or its agent shall make publicly available, in accessible and alternative formats and in at least the same languages as the information made available to other passengers, the safety rules and all other essential information provided to passengers that it applies to the flight information, carriage of Persons with Reduced Mobility, as well as any restrictions on their carriage or on that of mobility equipment due to the size of aircraft. A tour operator shall make such safety rules and restrictions available for flights included in package travel, package holidays and package tours which it organizes, sells or offers for sale.
- 19.12.6.3. If no notification is made in accordance with subsection 19.12.6.1, the air carrier shall make all reasonable efforts to provide the assistance specified in such a way that the person concerned is able to take the flight for which he or she holds a reservation.

19.12.7 COMPENSATION FOR DELAYED, LOST OR DAMAGED WHEELCHAIRS, OTHER MOBILITY EQUIPMENT AND ASSISTIVE DEVICES

- 19.12.7.1. Where wheelchairs or other mobility equipment or assistive devices are lost or damaged whilst being handled by the airline or transported on board the aircraft, the airline shall be responsible for 100% of the repair or replacement cost.
- 19.12.7.2 For compensation purposes, a person with reduced mobility's mobility equipment is presumed to have been lost, if within a period of 7 (seven) days for domestic flights and 21 (twenty-one) days, for International flights, counted from the time the passenger should have received same, the mobility equipment is not delivered to the passenger.

19.12.8. PRM COMPLAINT

- 19.12.8.1. Any person with disabilities or reduced mobility who is not satisfied with air travel services, may file a complaint with the airline or the Authority. Complaints concerning issues under the airport's responsibility can be filed with the Airport Operator or the Authority.
- 19.12.8.2 All air carriers shall provide training to designated customer affairs personnel on their responsibilities including addressing the attitudinal, environmental and physical barriers that affect persons with reduced mobility and training on resolution of disability-related issues.
- 19.12.8.3 If a passenger with disabilities is still not satisfied with the handling of an issue by the customer affairs personnel of an air carrier, he or she may refer the issue to the Authority for further redress.
- 19.12.8.4 Upon receipt of a disability related complaint, an air carrier shall respond to and directly address the complaint in writing within 30 days. The foregoing



notwithstanding, air carriers are not required to address complaints sent more than 45 days after the incident unless the complaint is referred by the Authority.

- 19.12.8.5 The Authority shall investigate all disability-related complaints it receives to determine whether a violation of these regulations occurred.

19.13 FAMILY ASSISTANCE PROGRAMME

- 19.13.1.1. The Authority will facilitate the establishment of a Family Assistance Programme (FAP) which shall provide succor to aircraft accident victims and their families by the aerodrome operators and air carriers (domestic and foreign) operating in and out of Nigeria.
- 19.13.1.2. All air carriers and airport operators shall develop and submit to the Authority, a Family Assistance Plan for addressing the needs of families of passengers involved in any aircraft accident involving an aircraft of the air carrier which results in a loss of life.
- (a) The Authority will ensure that each air carrier makes arrangement with all aerodromes in which it operates to implement the Family Assistance Plan.
 - (b) The Authority will facilitate periodic reviews and exercise of the Family Assistance Plan to ensure its efficacy.
 - (c) The Family Assistance Plan shall comply with the requirements of this subsection and the procedures specified in [IS.19.13.1.2](#).

19.14. FURTHER COMPENSATION.

- 19.14.1.1. This subpart shall apply without prejudice to a passenger's rights under any contract, statute or any other applicable law.
- 19.14.1.2. Without prejudice to relevant principles under any other law, including case law, section 19.22.1 shall not apply to passengers who have voluntarily surrendered a reservation under section 19.4.1.1(a).

19.15. RIGHT OF REIMBURSEMENT

- 19.15.1.1. In cases where an operating air carrier pays compensation or meets the other obligations incumbent on it under these Regulations, no provision of these Regulations may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with any applicable law.
- 19.15.1.2 In particular, these Regulations shall in no way restrict the operating air carrier's right to seek reimbursement from a tour operator or any other person with whom the operating air carrier has a contract. Similarly, no provision of these Regulations may be interpreted as restricting the right of a tour operator or a third party, other than a passenger, with whom an operating airline has a contract, to seek reimbursement or compensation from the operating airline in accordance with applicable relevant laws.



19.16. CORRECTION OF MISSPELT NAMES.

- 19.16.1.1 Passengers shall not pay any fee for corrections on misspelt names provided it is done 48 hours before the flight.

19.17. OBLIGATION TO INFORM PASSENGERS OF THEIR RIGHTS

- 19.17.1.1. The operating airline 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 one hour, ask the airline officials for a written statement of your rights, particularly with regard to compensation and assistance.
- 19.17.1.2. An airline denying boarding or cancelling a flight shall provide each passenger affected with a written notice setting out the procedures for compensation and assistance in line with these Regulations. It shall also provide each passenger affected by a delay of at least one hour with an equivalent notice.
- 19.17.1.3. In respect of illiterate, visually impaired or other persons under disability, the provisions of this Regulation shall be applied using appropriate alternative means.

19.18. RIGHT TO COMPENSATION FOR DELAYED, LOST AND DAMAGED BAGGAGE

- 19.18.1.1. A passenger shall have the right to his/her baggage carried on the same flight that such passenger takes, subject to the considerations of safety, security, or any other legal and valid cause.
- 19.18.2.1. In case a checked-in baggage has been off-loaded for operational, safety, or security reasons, the air carrier shall inform the passenger at the soonest practicable time and in such manner that the passenger will readily know of the off-loading. If the passenger's baggage has been off-loaded, the air carrier should notify the passenger, even if it had already announced that the baggage would be on the next flight.
- (a) The air carrier shall carry the off-loaded baggage in the next flight with available space, and deliver the same to the passenger. The air carrier shall immediately tender an amount to the passenger, as compensation for the inconvenience the latter experienced as follows:
- (1) For Domestic flights ten thousand Naira (N10,000);
 - (2) For International flight One hundred and seventy USD (\$170)
- (b) Should such baggage, whether carried on the same or a later flight, be lost or suffer any damage attributable to the air carrier, the passenger shall be compensated in accordance with the provisions of the Civil Aviation Act.



- (c) For compensation purposes, a passenger's baggage is presumed to have been permanently and totally lost, if within a period of 7 (seven) days for domestic flights and 21 (twenty-one) days, for International flights, counted from the time the passenger or consignee should have received same, the baggage is not delivered to the said passenger or consignee.
- (d) Refund of checked baggage fees will also apply, if the baggage is not delivered to the passenger within twenty-four (24) hours from the arrival of flight.

19.19. EXCLUSION OF WAIVER.

- 19.19.1.1. Airlines' obligations to passengers under these Regulations shall not be limited or waived, notably by a derogation or restrictive clause in the contract of carriage.
- 19.19.1.2. If such a 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 these Regulations, the passenger shall still be entitled to pursue any available remedies.

19.20. MISLEADING ADVERTISING.

- 19.20.1.1. The Authority shall deem as misleading any advertising or solicitation by an air carrier, tour operator, or an agent of either, for passenger air transportation, a package, or a package component that states a price for such air transportation, package, or package component to be an unfair or deceptive practice, unless the price stated is the entire price to be paid by the passenger to the air carrier, tour operator or agent, for such air transportation, package, or package component
- 19.20.1.2. No airline, tour operator, or an agent of either shall charge or collect any additional fare (whether taxes, commissions, brokerage fees, administrative charges, or any other fees) from passengers not expressly displayed and described in the marketing material or advertisement.
- 19.20.1.3. No airline shall display deceitful departure time at its counter, advert material or website.
- 19.20.1.4. Every airline shall file all adverts and promotions with the Authority at least 7 days before commencement of the advert or promotion.

19.21. RIGHT TO INFORMATION AND FULL DISCLOSURE

- 19.21.1.1. Every passenger shall, before purchasing any ticket for a contract of carriage by the air carrier or its agents, be entitled to the full, fair, and clear disclosure of all the terms and conditions of the carriage about to be purchased. The disclosure shall include, among others, documents required to be presented at check-in, provisions on check-in deadlines, refund and rebooking policies, and procedures and responsibility for delayed and/or cancelled flights. These terms and



conditions may include liability limitations, claim-filing deadlines and other crucial conditions.

19.21.1.2 Travel agents and or tour operators, in a contract that involves air travel provided by an airline as well as other services including but not limited to accommodation and other tourist services, shall Provide the consumer, in writing or any other appropriate form, with the following information in good time before the contract is concluded and before the start of the journey:

- (a) General information on passport and visa requirements applicable to nationals of the State Party concerned and in particular on the periods for obtaining them, as well as with information on the health formalities required for the journey and the stay;
- (b) The total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the traveler may still have to bear;
- (c) The terms and conditions for the packaged tours (no-show, cancellation, termination of the contract/tour, refund policy, optional or compulsory insurance, cost of assistance, including repatriation, in the event of accident, illness or death, etc.)
- (d) The times and places of intermediate stops and transport connections as well as details of the place to be occupied by the consumer;
- (e) The name, address and telephone number of the organizers and/or its local representative or, failing that, of local agencies on whose assistance a consumer in difficulty could call.
- (f) Where no such representatives or agencies exist, the consumer must in any case be provided with an emergency telephone number or any other information that will enable him to contact the agent or the airline, as the case may be;
- (g) In the case of journeys or stays abroad by minors, information enabling direct contact to be established with the child or guardian at the child's place of stay;
- (h) Information on the optional conclusion of an insurance policy to cover the cost of cancellation by the consumer or the cost of assistance, including repatriation, in the event of accident or illness.
- (i) Where the consumer is prevented from proceeding with the package, he may transfer his booking, having first given the organizer or the retailer reasonable notice of his intention before departure, to a person who satisfies all the conditions applicable to the package. The transferor of the package and the transferee shall be jointly and severally liable to the organizer or retailer party to the contract for payment of the balance due and for any additional costs arising from such transit



19.22. COMPLAINTS.

- 19.22.1.1 A passenger may lodge a complaint with the Authority, or any other competent person designated by the Authority, about an alleged infringement of this Part.

19.23. PROVISION OF INFORMATION.

- 19.23.1.1. When requested to provide information by the Authority for the purposes of enforcing this Part, an operating airline shall provide such information as the Authority may specify.
- 19.23.1.2. Any information generated by an operating airline in relation to subsection 19.23.1.1, shall be retained by the airline for a period of not less than two years.

19.24. COMPLAINTS PROCEDURE.

- 19.24.1.1. Every airline shall have a designated officer for the purpose of receiving and resolving complaints from its passengers. Such designated officers may liaise with the Authority where necessary.
- 19.24.1.2. Every airline shall submit to the Authority its consumer complaint procedure manual which shall be in accordance with its business module.
- 19.24.1.3. A Passenger may make a complaint with the Authority against an airline in relation to the breach of air passenger rights as provided in the Regulations by filling and submitting a Complaint Form (available online and at all airports), after the consumer must have notified the air carrier of such a breach and the complaint remains unresolved.
- 19.24.1.4. A complaint shall be made in writing or electronically and transmitted to the Authority.
- (a) Every complaint shall be accompanied by:
- (1) A copy of the airline ticket (where applicable);
 - (2) A copy of the letter to the air carrier stating a claim for breach of air passenger rights;
 - (3) Any response or responses or correspondence thereto;
 - (4) Any other relevant document(s).
- 19.24.1.5. Where a complaint has been made in a representative capacity, the representative shall provide the complainant's written authority to act on his or her behalf.
- 19.24.1.6. Complainants may present a class action before the Authority, but must appoint a representative for the class.



19.25. ASSESSMENT.

- 19.25.1.1. The Authority will cause an investigation to be carried out on the substance of the complaint and the consideration given by the air carrier within a reasonable period of time after the receipt thereof.
- (a) In carrying out any assessment under these Regulations, an officer designated by the Authority shall have all the powers of investigation stipulated in Section 95(6)(i) of the Civil Aviation Act 2022, and in addition may request for submissions to be made by any interested person(s) in relation to a complaint.
- (b) The Authority will amongst other things:
- (1) Notify the Respondent that a request has been lodged under these regulations;
 - (2) Require the Respondent to respond to the complaint within 7 days;
 - (3) Require the Respondent to describe the procedure it has taken to resolve the matter.

19.26. DETERMINATION OF COMPLAINTS.

- 19.26.1.1 After every assessment, the investigator shall make an assessment report and shall make recommendations therein.
- (a) Upon a consideration of the assessment report, the nature of the conduct alleged against the Respondent, the extent of the claim by the complainant, public interest and other relevant factors, the Authority shall make a determination in any of the following ways:
- (1) the complaint lacks merit pursuant to which the complaint would be struck out;
 - (2) the complaint is of such a nature as to advise the parties to resolve the dispute through mediation;
 - (3) the complaint is of such a nature as to be subjected to the Authority's administrative hearing procedure set out in subpart 19.27.
 - (4) take any other such actions as the Authority may deem necessary.
- (b) The Authority will give notice of its determination to the interested parties.

19.27. ADMINISTRATIVE HEARING PROCEDURE.

- 19.27.1.1. In the event that the interested parties do not agree to submit to the mediation procedure, the complaint shall be subject to the Administrative Hearing Procedure of the Authority.



- (a) If the Authority is of the view that the matter raised in the complaint are those over which any provision of the Act applies, the Authority shall set the complaint for Administrative Hearing.
- (b) The Authority will serve the parties a notice requesting a statement in support of their claim or case together with any evidence in support thereof.
- (c) The Complainant shall within 7 days of the receipt of the notice transmit a statement of his case in writing to the Authority and the Respondent together with any evidence to be relied upon.
- (d) The Respondent shall within 7 days of the receipt of the Statement of the case of the Complainant, transmit a statement of his case together with any evidence to be relied upon to the Authority and the Complainant.
- (e) The Authority will fix a date for the hearing and shall so inform the complainant and the Respondent.
- (f) At every hearing fixed pursuant to these Regulations:
 - (1) The person who made the complaint, or in whose behalf it was made, and each person to whom a notice was sent and any other person whose presence at the hearing is considered by the Authority to be desirable, is entitled to attend and participate personally or, in the case of a company or a firm, be represented by a person who, or by persons each of whom, is a director, officer, or employee of the company or firm; and
 - (2) A person participating in the hearing in accordance with paragraph (1) above is entitled to have another person, who may be a legal practitioner, or other persons present to assist him.
- (g) At every hearing, the Authority will provide for as little formality and technicality as the requirements of the Act and a proper consideration of the complaint may permit.
 - (1) Where the complainant fails to appear before the Authority on the date of hearing, the Authority may recommend that the complaint be dismissed for default, or decide it on merit.
 - (2) Where the Respondent fails to appear before the Authority on the date of hearing, the Authority would make recommendations based on the available records.
- (h) The Authority will cause such records of the hearing to be made as is sufficient to set out the matters raised by the persons participating in the hearing.
- (i) Every complaint shall be heard as expeditiously as possible and a determination made thereon within a reasonable time after the termination of the hearing.
 - (1) No adjournment of hearing shall be granted by the Authority unless sufficient cause is shown and the reasons for grant of adjournment has been recorded in writing by the Authority;



- (2) The Authority may make such a decision as to the cost for the adjournment as may be considered appropriate.
- (j) The Authority may terminate the hearing after it is satisfied that every person participating in the hearing has been given a reasonable opportunity to state or explain his or its position.
 - (1) Where the Authority is of the opinion that no provision of the Act, or any Regulations made there under has been violated by the person against whom the complaint was made, the Authority shall make a determination to that effect.
 - (2) Where the Authority is of the opinion that any provision of the Act, or any Regulations made there under has been violated, the Authority shall make a determination to that effect and make recommendations as it deems fit and reasonable to ensure that the violation ceases and that the injured party is accorded a reasonable remedy for his injury.
- (k) The Authority will on the basis of any recommendation made pursuant to the hearing, issue a directive which may relate to:
 - (1) the payment of compensation or restitution to a complainant ;
 - (2) the payment of fines and/or penalties ;
 - (3) the referral of any persons for criminal prosecution ; or
 - (4) any other directive that may grant redress to a complainant.
- (l) every directive of the Authority shall be complied with within 30 days of it being issued.



NIGERIA CIVIL AVIATION REGULATIONS

PART 19 — IMPLEMENTING STANDARDS

APRIL 2023




NIGERIA CIVIL AVIATION REGULATIONS

PART 19 – IMPLEMENTING STANDARDS

IS: 19.6.3.7 MANDATORY TARMAC DELAY REPORT FORM

IS: 19.6.3.7 The mandatory tarmac delay report form as referred to in subsection 19.6.3.7 shall include at the minimum, the following information:

 NIGERIA CIVIL AVIATION AUTHORITY					
MANDATORY TARMAC DELAY REPORT					
AIRLINE:			FLIGHT CODE:		
DATE OF TARMAC DELAY: DD/MM/YYYY		ROUTE:			
DEPARTURE AIRPORT:		ARRIVAL AIRPORT:			
GATE DEPARTURE TIME:		GATE ARRIVAL TIME:			
ACTUAL TIME OF DEPARTURE:		ACTUAL TIME OF ARRIVAL:			
LENGTH OF TARMAC DELAY:					
LONGEST TIME AWAY FROM GATE FOR GATE RETURN OR CANCELLED FLIGHT:					
CAUSE OF TARMAC DELAY:					
PASSENGER HANDLING (PROVISION OF CARE)					
i.	INFORMATION ON REASON FOR DELAY	YES		NO	
ii.	ACCESS TO LAVATORIES	YES		NO	
iii.	VENTILATION AND HEATING OR COOLING OF AIRCRAFT	YES		NO	
iv.	REFRESHMENTS	YES		NO	
v.	DRINKS	YES		NO	
vi.	MEDICAL ASSISTANCE NEED FOR PASSENGERS	YES		NO	
OTHER COMMENT(S)					

I, (Name) and (Title), of (Carrier Name), certify that this enclosed report has been prepared under my direction, and affirm that, to the best of my knowledge and belief, the report is true and correct, based on information available at the time of this report's submission.

Date:

Signature:



I.S: 19.13.1.2. Family Assistance Programme- Contents of Plans Air Carrier Plan

Air Carrier Plan - A plan to be submitted by an air carrier under subsection 19.13.1.2 are as contained in Part 9 subsection 9.3.1.2 (e) (12.1) (h).

Aerodrome operator - A plan to be submitted by an aerodrome operator under subsection 19.13.1.2 are as contained in Part 12 subsection 12.1.4.29.