

GHANA CIVIL AVIATION (ECONOMIC) DIRECTIVES, 2019



PART 2 – CONSUMER PROTECTION

JUNE 2019

INTRODUCTION

This Part deals with passengers' rights and Air Operator's obligations to passengers. This Part sets out types of compensation for overbooking and denied boarding, delays and cancellation of flights.

This Part supplements the provisions on domestic and international carriage by air incorporated in the Second and Third Schedules of the Ghana Civil Aviation Act, 2004 (Act 678).

The Authority's Instruction on the Handling of Persons with Disability shall be applied in conjunction with this Part.

GHANA

Table of Contents

GHANA CIVIL AVIATION (ECONOMIC) DIRECTIVES, 20191

DEFINITIONS.....5

2.1 Applicability.....9

2.2 Flight Information.....10

2.3 Denied boarding.....10

2.4 Boarding Priority Procedures in the Event of Denied Boarding.....10

2.5 Cancellation.....11

2.6 Delay.....13

2.6.1 Domestic Flights.....13

2.6.2 International Flights14

2.6.3 Tarmac Delay.....14

2.7 Right to Compensation.....14

2.8 Right to reimbursement or re-routing.....15

2.9 Right to care.....16

2.10 Upgrading and Downgrading16

2.11 Persons with Disability.....17

2.12 Further Compensation.....17

2.13 Right of Redress.....18

2.14 Obligation to Inform Passengers of Their Rights.....18

2.15 Exclusion of Waiver.....19

2.16 Misleading Advertising.....19

2.17 Persistent abuse of free-seating policy.....19

2.18 Chronically delayed flights.....19

2.19 Provision of Information.....20

2.20 Complaints and Complaints Procedure.....20

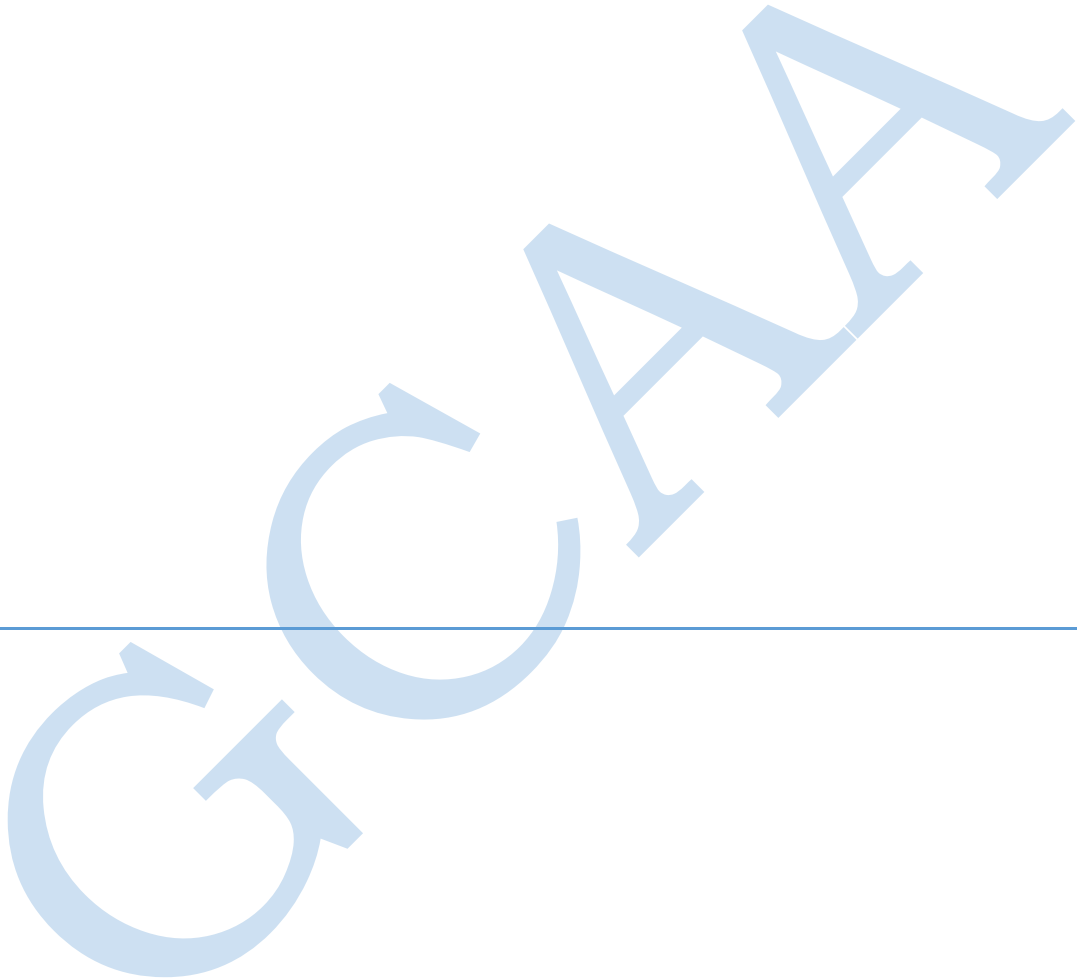
2.21 Investigation.....21

2.22 Domestic Baggage Liability21

2.23 Notice Requirement.....22

IMPLEMENTING STANDARDS.....23

SANCTION GUIDANCE TABLES.....25
Table 1 Range of Civil Penalties25
Table 2. Sanctions26



DEFINITIONS

For the purposes of this Part:

“Air Operator” means any organization which undertakes to engage in domestic commercial air transportation or international commercial air transport, whether directly or indirectly or by a lease or any other arrangement.

“Air transportation” means domestic air transportation or foreign air transportation.

“Aircraft” means any machine that can derive support in the atmosphere from the reactions of the air other than the reactions of the air against the earth’s surface. The term “aircraft” when used in this Part shall refer to civil aircraft only, and will not include state or public aircraft.

“Aerodrome” a defined area on land or water, including any buildings, installations and equipment, intended to be used either wholly or in part for the arrival, departure and surface movement of aircraft.

“Authority” means the Ghana Civil Aviation Authority,

“Cancelled flight” means a flight operation that was not operated but was listed in a carrier’s computer reservation system within seven calendar days of the scheduled departure.

“Cargo” means any property carried on an aircraft other than mail, stores and accompanied or mishandled baggage.

“Charter flight” means a flight operated under the terms of a charter contract between an air carrier and its charterer or lessee. It does not include scheduled domestic air transportation, scheduled foreign air transportation, or nonscheduled cargo foreign air transportation, sold on an individually ticketed or individually way billed basis.

“Ghana Civil Aviation Act, 2004 (Act 678)” refers to the Act establishing the Ghana Civil Aviation Authority and any amendments thereto.

“Class of service” means seating in the same cabin class such as First, Business, or Economy class or in the same seating zone if the carrier has more

than one seating product in the same cabin such as Economy and Premium Economy class.

“Complainant” means:

(a) An air passenger;

(b) In case of the death of an air passenger, his legal heirs or representatives making or continuing a complaint.

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

“Conditions of carriage” means those rules of general applicability that define the rights and obligations of the carrier(s) and any other party to the contract of carriage with respect to the transportation services provided.

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

“Consumer” *in relation to passengers* means the person who takes or agrees to purchase an airline ticket or take a tour package (i.e., a combination of air transportation and ground or cruise accommodations) or tour component (e.g., a hotel stay) (‘hereinafter, the principal contractor’), or any person on whose behalf the principal contractor agrees to purchase the ticket, package or component (‘the other beneficiaries’) or any person to whom the principal contractor or any of the other beneficiaries transfers the ticket, package or component (‘the transferee’); **and in relation to cargo** means any property carried on an aircraft other than mail, stores and accompanied or mishandled baggage.

“Contract of carriage” means those fares, rules, and other provisions applicable to the air transportation of passengers or their baggage.

“Denied boarding” means a refusal to carry passengers on a flight, although they have presented themselves for boarding under the conditions laid down in Paragraph 2.3 of this Part except where there are reasonable grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation;

“**Fare**” means the price paid for air transportation. It does not include ancillary fees for optional services.

“**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.

“**Large aircraft**” means any aircraft designed to have a maximum certified takeoff mass of 5,700kg (12,500 lbs.), or more.

“**Montreal Convention**” means the Convention for the Unification of Certain Rules for International Carriage by Air (1999) as incorporated in Schedules 2 and 3 of the Ghana Civil Aviation Act, 2004, Act 678.

“**Package**” means tour, travel or holiday services provided by a tour operator which is marketed or advertised as an all-inclusive trip including transport, accommodation and/or other trip expenses at an inclusive or special price.

“**Passenger**” means “Consumer” as defined.

“**Person with disability**” means any person whose mobility is reduced due to a physical or mental impairment (sensory or locomotor), an intellectual disability, age, illness or any other cause of disability, age, illness or any cause of disability when using transport and whose situation needs special attention and the adaptation to the person’s needs of the services made available to all passengers.

“**Price**” means a rate, fare, or charge for air transportation of passengers, baggage, mail or cargo.

“**Reservation**” means the fact that the passenger has a ticket, or other proof, which indicates that the reservation has been accepted and registered by the air carrier or tour operator.

“**Scheduled service**” means transport service operated over routes pursuant to published flight schedules.

“**Service provider**” means those entities providing aviation services.

"**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.

"**Ticket agent**" means any person or entity that issues, amends, or cancels a ticket related to air transportation.

"**Ticket office**" means a station, office or other location where tickets are sold or similar documents are issued, that is under the charge of a person employed exclusively by the carrier, or by it jointly with another person.

"**Tour operator**" means, an organization which buys individual travel components, separately from their suppliers and combines them into a package tour which is sold with its own price tag to the public either directly or indirectly.

"**Unaccompanied Minor**" means a child under the age of sixteen travelling alone or travelling only in the company of another child aged less than sixteen.¹

"**Volunteer**" means a person who has presented himself for boarding under the conditions laid down in Paragraph 2.3 of this Part and responds positively to the air carrier's call for passengers prepared to surrender their reservation in exchange for benefits

"**Zero fare ticket**" means a ticket acquired without a substantial monetary payment such as by using frequent flyer miles or vouchers, or a consolidator ticket obtained after a monetary payment that does not show a fare amount on the ticket. A zero-fare ticket does not include free or reduced rate air transportation provided to airline employees and guests.

¹ IATA/ CAWG definition, Recommended Best Practice for Minors (adopted 2007, amended 2014)

2.1 Applicability

- (1) This Part applies to Air Operators, Aerodrome Operators, Tour Operators, Ground Handling Service Providers and other allied aviation service providers or other providers of air transport services.
- (2) This Part shall supplement the provisions of section 28 of the Ghana Civil Aviation Act, 2004, Act 678, in respect of the Second and Third Schedules.
- (3) This Part establishes, the minimum rights for passengers and obligations by Air Operators when:
 - (a) passengers are denied boarding against their will;
 - (b) a flight is cancelled;
 - (c) a flight is delayed;
 - (d) baggage is lost, delayed or damaged; or
 - (e) cargo is lost or damaged.
- (4) This Part applies to any passenger:
 - (a) departing from an airport located in Ghana; or
 - (b) departing from an airport located in a third country to an airport located in Ghana unless the passenger received benefits or compensation and was given assistance in that third country.
- (5) Paragraph 2.1(3) shall apply on condition that the passenger:
 - (a) has a confirmed reservation on the flight concerned, and
 - (b) arrived in time for check-in as indicated on the ticket or communication from the Air Operator, the Tour Operator, or an authorised Travel Agent, or, if no time is so indicated, no less than forty-five (45) minutes prior to the scheduled departure time of the flight, or
 - (c) has been transferred from the flight for which the passenger held a reservation to some other flight.

(6) Paragraph 2.1(5) shall apply to only passengers in commercial air transportation.

2.2 Flight Information

(1) An Aerodrome Operator shall display prominently in the arrival and departure halls, as well as transit halls, information in respect of the Authority's procedures to address passenger complaints.

(2) Operators of lounges shall equally display prominently information in respect of the Authority's procedures to address passenger complaints.

2.3 Denied boarding

(1) When an Air Operator reasonably expects to deny boarding on a flight due to overbooking or an emergency necessitating a sudden change in an aircraft type, 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 Air Operator.

(2) Volunteers shall be assisted in accordance with Paragraph 2.9 such assistance being additional to the benefits mentioned in this subparagraph.

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

(4) If boarding is denied to passengers against their will, the operating Air Operator shall immediately compensate them in accordance with Paragraph 2.7 and assist them in accordance with Paragraphs 2.8 and 2.9 of this Part.

2.4 Boarding Priority Procedures in the Event of Denied Boarding

(1) (a) Air Operators shall file their respective Conditions of Carriage with the Authority.

(b) Every Air Operator shall develop and file with the Authority, its 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.

- (2) Such procedures and criteria shall reflect the obligations of the operating Air Operator set forth in Paragraphs 2.3(1) and 2.3(2) to minimize involuntary denied boarding and to request volunteers and shall be written in such manner as to be easily understood by the average passenger.
- (3) Such procedures and criteria shall not give or cause any undue or unreasonable preference or advantage to any particular person nor shall they subject any particular person to any unjust or unreasonable prejudice or disadvantage in any respect whatsoever.
- (4) All Air Operators shall publish on their websites, and display at their check-in counters, a notice of their Boarding Priority Procedures in the event of Denied Boarding, as specified in the Implementing Standards or as may be approved by the Authority.
- (5) Boarding priority factors may include, in no particular order, 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 (5) years or under.

2.5 Cancellation

- (1) In case of cancellation of an international flight, the passengers concerned shall:

- (a) be offered assistance by the Air Operator in accordance with Paragraphs 2.8, 2.9(1)(a) and 2.9(2); and
 - (b) in the event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the planned departure for the cancelled flight, be offered the assistance specified in Paragraphs 2.9(1)(b) and 2.9.1(c) and
 - (c) have the right to compensation by the Air Operator in accordance with Paragraph 2.7 of this Part, unless:
 - (i) they are informed of the cancellation at least two (2) weeks before the scheduled time of departure; or
 - (ii) they are informed of the cancellation between two (2) weeks to seven (7) days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than two (2) hours before the scheduled time of departure and to reach their final destination less than four (4) hours after the scheduled time of arrival; or
 - (iii) they are informed of the cancellation less than seven (7) days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than one (1) hour before the scheduled time of departure and to reach their final destination less than two (2) hours after the scheduled time of arrival.
- (2) In case of cancellation of a domestic flight, the passengers concerned shall:
- (a) be offered assistance by the Air Operator in accordance with Paragraphs 2.8, 2.9(1)(a) and 2.9(2); and
 - (b) in the event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the planned departure for the cancelled flight, be offered the assistance specified in Paragraphs 2.9(1)(b) and 2.9(1)(c) and
 - (c) have the right to compensation by the Air Operator in accordance with Paragraph 2.7 of this Part, unless:

- (i) they are informed of the cancellation at least three (3) days before the scheduled time of departure; or
 - (ii) they are informed of the cancellation within three (3) days to the scheduled time of departure and are offered re-routing, allowing them to depart no more than two (2) hours before the scheduled time of departure and to reach their final destination less than ninety (90) minutes after the scheduled time of arrival.
- (3) When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.
- (4) An Air Operator shall not be obliged to pay compensation in accordance with Paragraph 2.7 of this Part, if it can be proven that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.
- (5) 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 Operator.

2.6 Delay

2.6.1 Domestic Flights

- (1) For domestic flights, when an Air Operator reasonably expects a flight to be delayed beyond its scheduled time of departure, it shall provide the passengers the assistance specified below:
 - (a) Immediately after one (1) hour, water shall be provided; and two (2) hours and beyond, the assistance specified in paragraphs 2.9(2) and 2.8(1);
 - (b) at a time when the airport is closed at the point of departure or final destination, the assistance specified in paragraphs 2.9(1)(b) and 2.9.1(c) (hotel accommodation and transport); and two (2) hours and beyond, the assistance specified in 2.9(1).
- (2) In any event, the assistance shall be provided within the time limits set out above in paragraphs 2.6.1(1)(a) and (b).

2.6.2 International Flights

- (1) For international flights, when an operating Air Operator reasonably expects a flight to be delayed beyond its scheduled time of departure, it shall provide to the passengers the assistance specified below:
 - (a) immediately after one (1) hour, water shall be provided.
 - (b) between two (2) and six (6) hours, the assistance specified in paragraphs 2.9(1)(a) and 2.9(2);
 - (c) when the reasonably expected time of departure is at least six (6) hours after the time of departure previously announced, the assistance specified in paragraphs 2.9(1)(b) and 2.9(1)(c).
- (2) In any event, the assistance shall be provided within the time limits set out above in paragraphs 2.6.2(1)(a), (b) and (c).

2.6.3 Tarmac Delay

- (1) In the event of tarmac delays the Air Operator shall compensate passengers by providing the assistance specified in their SOPs or failing any such procedure, shall provide water and for delays of more than two (2) hours, refreshment and after more than four (4) hours, a meal.
- (2) In the event of a tarmac delay, passengers shall be disembarked where a delay exceeds three (3) hours or such shorter period as may be specified in the SOPs of the Air Operator.

2.7 Right to Compensation

- (1) Where reference is made to this paragraph, an Air Operator shall pay to an affected passenger compensation amounting to not less than:
 - (a) Sixty United States Dollars (US\$60.00) for domestic flights, or
 - (b) two Hundred United States Dollars (US\$200.00) for international flights of one thousand five hundred kilometres (1500 km) or less;
or
 - (c) Four hundred United States Dollars (US\$400.00) for international flights with a distance of between one thousand five hundred

kilometres (1500 km) to three thousand five hundred kilometres (3500 km); or

- (d) Six Hundred United States Dollars (US\$600.00) for international flights of more than three thousand five hundred kilometres (3500 km).

(2) 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.

(3) When passengers are offered re-routing to their final destination on an alternative flight pursuant to Paragraph 8, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked

- (a) by two (2) hours, in respect of all domestic; or

- (b) by three (3) hours, in respect of all international flights;

the Air Operator may reduce the compensation provided for in paragraph 2.7(1) by fifty percent (50%).

(4) The compensation referred to in paragraph 2.7(1) shall be paid in the Ghana Cedi equivalent at the existing official Bank exchange rate by cash, electronic bank transfer, bank orders or bank cheques or, with the signed agreement of the passenger, in travel vouchers or other services.

(5) Notwithstanding the provisions of this Part, compensation for damage occasioned by delay shall be as specified in the Second and Third Schedules of the Ghana Civil Aviation Act, 2004, Act 678.

2.8 Right to reimbursement or re-routing

(1) Where reference is made to this paragraph, passengers shall be offered the choice between:

- (a) reimbursement within seven (7) days, by the means provided for in paragraph 2.7(4) of this Part, 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 2.8(1) shall also apply to passengers whose flights form part of a tour package.

2.9 Right to care

(1) Where reference is made to this paragraph, passengers shall be offered free of charge:

(a) Meals and refreshments relative to the waiting time;

(b) hotel accommodation in cases

(i) where a stay of one (1) or more nights becomes necessary as a result of cancellation, re-routing or rescheduling, or

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

(c) transport between the airport and place of accommodation (hotel or other).

(2) In addition, passengers shall be offered free of charge two (2) telephone calls, fax messages, or e-mails, as the passenger may prefer.

2.10 Upgrading and Downgrading

(1) Where an Air Operator places a passenger in a class of service higher than that for which the ticket was purchased, the Air Operator shall not request any supplementary payment.

(2) Where an Air Operator places a passenger in a class of service lower than that for which the ticket was purchased, the Air Operator shall within

seven (7) days, by the means provided for in paragraph 2.7(4) of this Part, reimburse the passenger with the difference in the fares of both classes and

(a) shall compensate the passenger in accordance with 2.7(1); or

(b) compensate the passenger in accordance with the Air Operator's Conditions of Carriage,

whichever is higher.

2.11 Persons with Disability

- (1) Air Operators shall give priority to carrying Persons with Disability and any persons or certified service dogs accompanying them, as well as unaccompanied children.
- (2) In cases of denied boarding, cancellation and delays of any length, Persons with Disability and any persons accompanying them, as well as unaccompanied minors, shall have the right to care in accordance with paragraph 2.9 as soon as possible.
- (3) In applying paragraph 2.9, the Air Operator shall pay particular attention to the needs of persons with disability and any persons accompanying them, as well as to the needs of unaccompanied children.
- (4) In respect of blind and visually impaired persons, any written information to be given pursuant to this Part shall be applied using appropriate alternative means.
- (5) The provisions of this paragraph shall be subject to the provisions of the Ghana Civil Aviation Authority's Safety Directive on the Handling of Persons with Disabilities.

2.12 Further Compensation

- (1) This Part shall apply without prejudice to a passenger's rights to further compensation. The compensation granted under this Part may be deducted from such compensation.
- (2) Without prejudice to relevant principles and rules of law, sub-paragraph 2.12(1) of this paragraph shall not apply to passengers who have voluntarily surrendered a reservation under paragraph 2.3(1) of this Part.

2.13 Right of Redress

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

2.14 Obligation to Inform Passengers of Their Rights

- (1) The Air Operator shall ensure that a clearly legible notice containing the text specified in the corresponding Implementing Standard is displayed in a manner clearly visible to passengers at check-in and on the pages of its website.
- (2) An Air Operator 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 Part. It shall also provide each passenger affected by a delay of at least two hours with an equivalent notice. The contact details of the Ghana Civil Aviation Authority, as provided by the Authority, shall also be given to the passenger in written form.
- (3) In respect of visually impaired persons, paragraph 2.11(4) herein shall be applied, using appropriate alternate means.
- (4) The Air Operator shall ensure that:
 - (a) its contract of carriage;
 - (b) its baggage allowances and any fees for additional baggage;
 - (c) its procedures in respect of lost, delayed and damaged baggage;
 - (d) its complaints handling procedure

are displayed prominently on its website in a clear and accessible format.

2.15 Exclusion of Waiver

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

2.16 Misleading Advertising

- (1) The Authority shall deem any advertising or solicitation by an Air Operator, 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 Operator, tour operator or agent, for such air transportation, package, or package component.
- (2) No Air Operator, 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.
- (3) No person may advertise or solicit for any form of air transportation where the person does not have the applicable economic license or operating license issued by the Authority.

2.17 Persistent abuse of free-seating policy.

No Air Operator shall persistently deny checked-in passengers their right to sit on the seat classes they have paid for and which have been assigned to them at check-in as a result of the imposition of a free seating policy.

2.18 Chronically delayed flights.

- (1) A series of delayed flights shall be considered as unfair and defective practice.

- (2) An Air Operator shall be considered as operating chronically delayed flights if flights by that Air Operator, operated at least thirty (30) times in a calendar quarter, arrive more than fifteen (15) minutes late, or is cancelled more than fifty percent (50%) of the time during that quarter.

2.19 Provision of Information

- (1) When requested to provide information by the Authority for the purposes of enforcing this Part, an Air Operator or stakeholder shall provide information within two (2) weeks of the date of request by the Authority or otherwise specified. If no reply is received from the respondent within the two (2) week time frame, a reminder will be sent to the respondent adding a period of one (1) week for him or her to respond.
- (2) Any information provided by an Air Operator in relation to Paragraph 2.19(1) shall be retained by the Air Operator and the Authority for the period specified by applicable law.

2.20 Complaints and Complaints Procedure

- (1) A passenger may lodge either a verbal or written complaint to the Authority about an alleged infringement of this Part.
- (2) Every Air Operator shall establish a consumer protection desk at every airport it operates into and shall appoint an officer to manage the desk for the purpose of receiving and resolving complaints or appoint an officer to assist passengers where such desk is not available.
- (3) In the case of damage, the person entitled to delivery must complain to the Air Operator forthwith after the discovery of the damage and at the latest, within two(2) days from the date of receipt in the case of checked baggage and seven (7) days from the date of receipt in the case of cargo.
- (4) In the case of delay, the complaint must be made at the latest, within fourteen (14) days from the date on which the baggage or cargo have been placed at his disposal.
- (5) Complaints which may not be resolved on site, may be referred to the Air Operator's appropriate department for resolution. The Air Operator may liaise with the Authority where necessary.

- (6) Subject to subparagraph 2.20(7), a complainant may lodge a complaint with the Authority against an Air Operator in relation to the breach of passenger rights as provided in this Part by filling and submitting a Complaint Form (available on the GCAA Website and at all airports).
- (7) The Complainant must have first directly lodged a complaint of such a breach with the Air Operator, Tour Operator or an agent, and is not satisfied with its resolution or the complaint remains unresolved though a reasonable amount of time has passed since the time the complaint was made.
- (8) A complaint may be delivered to the Director-General or via e-mail to the Authority through the following email address: “**consumer@caa.com.gh.**”
- (9) Every complaint shall be accompanied by any or all of the following:
 - (a) a copy of the ticket issued by the Air Operator;
 - (b) a copy of the letter to the Air Operator or the Operator involved stating a claim for breach of air passenger rights;
 - (c) any response or responses or correspondence thereto;
 - (d) any other relevant document(s) and details.
- (10) Where a complaint has been made in a representative capacity, the representative shall provide the complainant's written authority to act on his behalf or serve as his proxy.
- (11) Complainants may present a class action before the Authority but must appoint a representative for the class.

2.21 Investigation

The Authority shall carry out an investigation with regards to the complaint within a reasonable period of time after the receipt thereof.

2.22 Domestic Baggage Liability

- (1) The provisions of the Third Schedule of the Ghana Civil Aviation Act, 2004, Act 678, shall be applicable.

- (2) This Paragraph applies to any Air Operator that provides charter or scheduled passenger service in domestic air transportation.

2.23 Notice Requirement

In any flight segment using large aircraft, or on any flight segment that is included on the same ticket as another flight segment that uses large aircraft, an Air Operator shall provide to passengers, by conspicuous notice on its website and with its ticket the following notice:

“The Ghana Civil Aviation Economic Directives require any limit on an Air Operator’s baggage liability to be a maximum of One Thousand United States Dollars (US\$1000) per passenger, unless the passenger makes a special declaration at time of check-in.”

GHANA

GHANA CIVIL AVIATION (ECONOMIC) DIRECTIVES

PART 2 - CONSUMER PROTECTION

IMPLEMENTING STANDARDS

JUNE 2019

For ease of reference, the number assigned to each implementing standard corresponds to its associated directive. For example, IS: 2.4(4) would reflect a standard required in subparagraph 2.4(4).

I.S. 2.4(4)(1)(b) - Boarding Priority Procedures in the Event of Denied Boarding**Notice - Overbooking of Flights**

Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for agreed compensation from the airline. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadline (*carrier shall insert either "of _ minutes prior to each flight segment" or "(which are available upon request from the air carrier)" here*), persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations.

I.S.2.14 (1) - Obligation to Inform Passengers of Their Rights

"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".

SANCTION GUIDANCE TABLES

The Sanction Guidance Table describes civil penalties as minimum, moderate, or maximum for a single violation of a particular Directive, in accordance with the Ghana Civil Aviation Act. This table provides a recommended approach to assessment of sanctions for violations of these Economic Directives. These terms are defined as follows:

Table 1 Range of Civil Penalties

Party Committing	Amount of Civil Penalty (in Penalty Units)
Air Operators/Carriers	Maximum: 200,000 – 300,000 Moderate: 100,000 - 199,999 Minimum: 5,000 – 99,999
Aerodrome Operators	Maximum: 200,000 – 300,000 Moderate: 100,000 - 199,999 Minimum: 5,000 – 99,999
Air Navigation Service Providers	Maximum: 200,000 – 300,000 Moderate: 100,000 - 199,999 Minimum: 5,000 – 99,999
Air Operator/Carrier Personnel	Maximum: 50,000 – 250,000 Moderate: 15,000 – 49,999 Minimum: 600 – 14,999
ANS Operator Personnel	Maximum: 50,000 – 250,000 Moderate: 15,000 – 49,999 Minimum: 600 – 14,999
Aerodrome Operator Personnel	Maximum: 60,000 – 100,000 Moderate: 15,000 – 59,999 Minimum: 600 – 14,999
Ground handling companies and Allied Aviation Operators	Maximum: 130,000 – 200,000 Moderate: 70,000 – 129,999 Minimum: 15,000 – 69,999
Ground handling personnel/ Allied Aviation Operator personnel/Tour Operator personnel	Maximum: 60,000 – 150,000 Moderate: 15,000 – 59,999 Minimum: 600 – 14,999
Tour Operators	Maximum: 130,000 – 200,000 Moderate: 70,000 – 129,999 Minimum: 15,000 – 69,999
Individuals and General Aviation Owners, Operators and Non-licensed Persons	Maximum: 10,000 – 12,000 Moderate: 8,000 – 9,999 Minimum: 5,000 – 7,999

Table 2. Sanctions

Violation	Recommended Sanction per Violation
1. Failure to prominently display information to address passenger complaints	<i>Issuance of “</i> Warning letter – Moderate civil penalty

Violation	Recommended Sanction per Violation
1. Failure to request for volunteers in the case of denied boarding	Moderate Civil Penalty
2. Failure to compensate volunteers in the case of denied boarding.	Minimum Civil Penalty Compensation to affected passengers
3. Failure to re-route or reimburse passengers in case of overbooking/ flight cancellation	Moderate Civil Penalty; Compensation for affected passengers
4. Failure to develop and file Boarding Priority Procedures	Warning Letter - Minimum Civil Penalty
5. failure to display Boarding Priority Procedures at the check-in counter	Warning Letter - Minimum Civil Penalty
6. Failure to comply with Boarding Priority Procedures	Minimum Civil Penalty

7. Failure to notify passengers of cancellations within the time limits	Minimum Civil Penalty
8. Failure to offer assistance to passengers in the event of cancellation	Minimum to Moderate Civil Penalty; Compensation to affected passengers
9. Failure to compensate passengers in the event of cancellation	Moderate Civil Penalty; Compensation to affected passengers
10. Failure to notify passengers in case of delayed flight	Minimum Civil Penalty
11. Failure to offer assistance in case of delayed flight	Minimum Civil Penalty
12. Failure to reimburse downgraded passenger within seven days	Minimum to Moderate Civil Penalty Reimbursement of affected passengers
13. Failure to provide the required assistance to Persons with Disability	Moderate Civil Penalty
14. Failure to provide the required assistance to Unaccompanied children	Moderate Civil Penalty
15. Failure to provide appropriate alternative means of notification for blind and Visually impaired persons	Minimum to moderate Civil Penalty;
16. Failure to provide written notice of rules for compensation and assistance	Minimum Civil Penalty

in respect of delay, denied boarding and cancellation	
17. Failure to provide GCAA Contact details in a written form	Minimum Civil Penalty
18. False or misleading advertisement	Moderate to Maximum Civil Penalty
19. Persistent abuse of free seating policy	Minimum Civil Penalty
20. Chronically delayed flight	Moderate to maximum Civil Penalty
21. Failure to provide requested information	Moderate Civil Penalty Summary Conviction – minimum fine of 600 PU and term of imprisonment of not more than 3 months
22. Failure to establish a consumer protection desk or to provide a scheduled officer to assist with complaints	Minimum to Moderate Civil Penalty
23. Failure to provide notice of monetary limitation on baggage liability	Minimum Civil Penalty
24. Failure to file Conditions of Carriage with the Authority	Minimum to Moderate Civil Penalty
25. Failure to compensate affected passengers in accordance with time limits	Minimum Civil Penalty for each week that compensation is not paid