

Passenger Rights Protection Regulation



Ministerial Decision
NO. 757/2024
Issuing the Passenger Rights Protection Regulation

Based on Royal Decree 65/2006 Approving the Accession of the Sultanate of Oman to the Convention for the Unification of Certain Rules for International Carriage by Air, And the Civil Aviation Law issued by Royal Decree No. 76/2019, And the Executive Regulations of the Civil Aviation Law issued by Decision No. 116/2023, And the approval of the Board of Directors of the Civil Aviation Authority, And In pursuance of public interest.

It is hereby decided

Article (1)

The provisions of the attached Passenger Rights Protection Regulation shall be applied.

Article (2)

Chapter Three-Consumer Protection of the Economic Regulation of Licensing and Consumer Protection in Civil Aviation is repealed, as is every article that contravenes the attached regulation, or conflicts with its provisions

Article (3)

This decision shall be published in the Official Gazette and shall have effect on the day following the date of publication

Issued on: 4 Rabi' al-Awwal 1446 AH

Corresponding to: 8 September 2024 AD

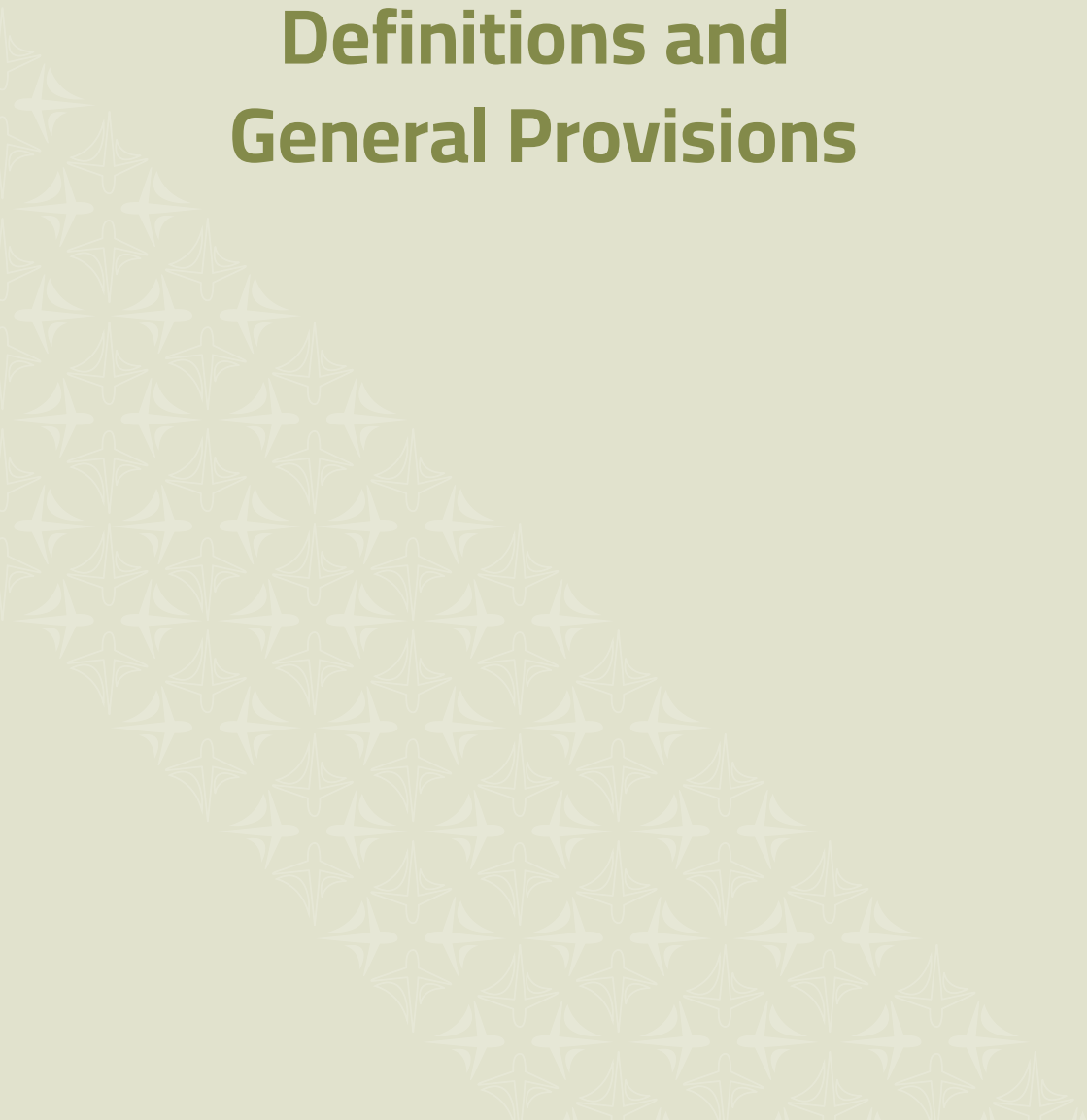
Eng. Saeed bin Hamood bin Saeed Al Maawali

Minister of Transport, Communications, and Information Technology
Chairman of the Board of Directors of the Civil Aviation Authority

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Chapter I

Definitions and General Provisions



Article (1)

In applying the provisions of these regulations, the words and phrases contained therein shall have the same meaning as stipulated in the Civil Aviation Law and its Executive Regulations. The following words and phrases shall also have the meaning indicated next to each of them unless the context of the text requires another meaning:

Competent Authority: Sultanate of Oman Civil Aviation Authority.

The Convention: The convention for the unification of certain rules for international carriage by air (Montreal 1999), Ruled by virtue of Royal Decree No. 65/2006.

Air Carrier: A juridical person licensed by the competent authority to operate air transport services for passengers, baggage, crew, and ground operation.

Passenger: A person under contract with an air carrier under the contract of carriage.

Special-Needs Passenger: Any passenger who suffers from difficulty moving, such as the elderly, or health issues based on a medical certificate issued by an accredited health institution, or expectant mothers.

Volunteer: A passenger who surrenders his/her confirmed seat at the request of the air carrier in return for compensation.

Care: The services that are provided by the air carrier to the passenger, as stipulated in Article (38) of these regulations.

Support: The instructions, directives, and information provided by the air carrier to the passengers when they are unable to fulfill the obligations entrusted under the contract of carriage.

Confirmed Reservation: The space allocated to the passenger by the air carrier on a specific flight on a specific date and in a specific class through a distinctive mark on the ticket or any other means used by the air carrier.

Overbooking: A commercial practice of selling tickets for more than the aircraft's capacity.

Stopover points: Airports and stations at which the air carrier stops within the flight path, whether on the same aircraft or on another aircraft.

Codeshare: a commercial practice by which an airline markets a flight that is operated by another airline. The partner airlines are allowed to use their own designators to market the flight: airline code and flight number.

Marketing Air Carrier: The air carrier that sells travel tickets.

Force Majeure: An extraordinary event or circumstance that is unexpected or unanticipated by the air carrier.

Special Drawing Rights (SDR): The unit of account adopted in the Conventions to determine compensation values against the local currency.

Article (2)

The provisions of these regulations apply to the following:

1. Flights departing from the Sultanate of Oman airports, whether the air carrier is national or foreign.
2. Flights arriving at the airports of the Sultanate of Oman by a national air carrier, unless the passenger is compensated or assisted according to the regulations of the country of departure.
3. Domestic flights between the Sultanate of Oman airports.
4. A passenger holding a travel ticket issued under the frequent flyer program or any other commercial program offered by the air carrier or its representative.

The provisions of this regulation do not apply to passengers traveling free of charge or at a reduced fare that is not available to the public.

Article (3)

Flights arriving at the Sultanate of Oman airports by a foreign air carrier are subject to the departure country's laws or international conventions which are related to the passenger's rights and ratified by the departure country.

Article (4)

A contractual relationship shall arise between an air carrier and a passenger once the air carrier or its representative has completed the issuance of the travel ticket.

Article (5)

If code-sharing agreements are concluded between the operating air carrier and the marketing air carrier, the passenger has the right to refer to the operating carrier or marketing carrier to claim compensation for damages under these regulations. These carriers shall be jointly responsible for the passenger. However, in the event of a dispute between the two air carriers, the marketing carrier will be responsible for compensation.

Article (6)

If air transport services are provided through commercial or marketing agreements such as code-share operations, the air carrier is obliged to clearly inform the passenger about it.

Chapter II

Rights and Obligations



Article (7)

An air carrier shall declare the passenger rights stipulated in these regulations on its website.

Article (8)

The passenger must adhere to the following:

1. Providing the air carrier or its representative with correct personal data and contact details during the booking procedure.
2. Comply with the safety and discipline instructions issued by the aircrew on board the aircraft.
3. Review the terms and conditions of the contract of carriage prior to completing the booking process.
4. Disclose any special needs thereof, if any, prior to confirming the reservation.
5. Complete the travel procedures at the time specified by the air carrier and follow the air carrier's instructions.
6. Ensure the validity of travel documents and documents required for entry to the destination and stopping points.

Article (9)

The air carrier shall not be required to pay any compensation in the event the passenger fails to comply with any of the obligations prescribed in Article (8) of this regulation.

Article (10)

The air carrier must adhere to the following:

1. Providing the passenger with all the terms and conditions of the contract of carriage before completing the reservation process.
2. Providing the competent authority with all the required information, data, and statistics.
3. Refrain from accepting passengers who do not satisfy the travel documents and requirements.
4. Observe transparency in advertising the ticket fares, flights, and services provided thereby.
5. Avoid adding any undisclosed fees to the ticket's fare or services.

Article (11)

If the air carrier fails to comply with its obligation stipulated in Clause (3) of Article (10) of these Regulations, it shall bear any consequences resulting from its acceptance of the passenger and shall be obligated to refund the full value of the travel ticket and provide the necessary care and support to the passenger.

Article (12)

The air carrier is obligated to limit overbooking. According to the criteria determined by the air carrier, the air carrier may prevent some passengers from traveling if the flight is overbooked and there is no volunteer.

Passengers with disabilities, special-needs passengers, first-degree relatives, unaccompanied minors and accompanying housemaids, are exempt from the travel ban.

Article (13)

If boarding is denied to passengers against their will, in accordance with the provisions of Article (12) of these regulations, The air carrier is obligated to:

1. Provide written information to the passenger about his rights.
2. Allow the passenger to choose between traveling on another flight of the same air carrier or another air carrier, in which case the air carrier shall bear the difference in fare, if any.
3. Enable the passenger to travel when an alternative seat is available on the same flight in a higher class than the class contracted with the passenger, and the alternative class shall be free of charge.

Article (14)

A passenger shall not be entitled to compensation for denial of boarding in the following cases:

1. Noncompliance with the provisions of Article (8) of these Regulations.
2. Where the air carrier provides a comparable flight within less than (2) two hours as of the originally scheduled time of departure; without prejudice to the passenger's right to care and support in accordance with the provisions of these regulations.

Article (15)

If the air carrier denies a passenger boarding and a similar flight is provided within (2) two hours to (6) six hours of the originally scheduled departure time, the air carrier shall be obligated to compensate the passenger (50%) fifty percent of the value of the travel ticket for the unused sector, without prejudice to the right of the passenger to receive the care and support as stipulated in these regulations.

Article (16)

In the event the air carrier denies a passenger boarding and a similar flight is provided for a period of more than (6) six hours from the originally scheduled departure time, the passenger has the right to demand compensation from the air carrier for the denial of boarding in accordance with the flight cancellation provisions stipulated in these regulations.

Article (17)

In the event the air carrier denies a passenger boarding and the passenger decides to terminate the contract, the air carrier shall

1. For unused tickets reimburse the full value of the unutilized ticket plus a compensation equal to (100%) of said value.
2. For partially utilized tickets, refund the value of the ticket (unutilized itinerary) plus compensation equal to (50%) of the total ticket value.

Article (18)

Other than in cases of force majeure and safety and security requirements, the air carrier may not cancel or delay flights beyond their scheduled times.

Article (19)

Where a flight is delayed while the passenger is in paid accommodation, the air carrier shall bear the cost of the accommodation extension until the alternative departure time.

Article (20)

If the flight is delayed for less than 6 hours, the passenger has the right to care and support in accordance with the provisions of these regulations. The air carrier shall be responsible for any financial costs incurred by the passenger due to this delay, in accordance with the provisions of the Montreal Convention.

Article (21)

Where a flight is delayed for more than (6) six hours, the passenger has the right to demand compensation from the air carrier for the flight delay in accordance with the flight cancellation provisions stipulated in these regulations.

Article (22)

Where the air carrier notifies the passenger of the cancellation of the international flights within a period not exceeding fourteen days (14) from the scheduled time of departure, the air carrier shall:

1. Explain to the passenger his rights to care and support.
2. Offer the passenger the available alternative flights and pay the passenger a compensation equal to:
 - (108) Omani Riyals for all flights with a distance not exceeding (1,500) kilometers.
 - (173) Omani Riyals for all flights with a distance between (1,500) and (3,500) kilometers.
 - (260) Omani Riyals for all flights exceeding (3,500) kilometers.

The air distance between the departure airport and the final destination airport is taken into account when calculating the distance for the purpose of determining the compensation.

Article (23)

The passenger has the right to terminate the contract of carriage upon cancellation of the flight and non-acceptance of the alternative flight and refund the value of the travel ticket for the unused sector, including any additional fees he has paid, without prejudice to the passenger's right to compensation in accordance with Article (22) of these regulations.

The air carrier shall be exempted from providing care and support to the passenger.

Article (24)

No compensation shall be provided if the passenger is informed about the cancellation of the international flights at least fourteen days (14) before the scheduled time of departure. The passenger has the right to an alternative flight or to terminate the contract, and the air carrier is exempted from providing care and support.

The termination of the contract of carriage shall result in a refund of the unused sector, including any additional fees paid by the passenger to complete the reservation, such as seat selection fees, and baggage.

Article (25)

The air carrier must inform the passenger about the cancellation of a specific sector of a connecting flight and the passenger may request to reschedule the flight or to terminate the contract, and compensation shall be made for it in accordance with the provisions for canceling flights stipulated in these regulations

Article (26)

No compensation shall be offered in the event the passenger is offered an alternative flight to the final destination thereof, provided that the time of arrival to the final destination does not exceed the previously scheduled time by more than (2) hours.

Article (27)

The air carrier shall be liable for damages resulting from the diversion of international flights to an alternative airport other than the destination agreed upon in the contract of carriage in accordance with the terms and conditions of the Montreal Convention.

Article (28)

Where the passenger is offered an alternative international flight or a reroute to the final destination thereof, the compensation stipulated in Article (22) of these regulations may be reduced by (50%) fifty percent if the arrival time does not exceed the time set for it for the following:

- 1.(3) Three hours for all international flights that do not exceed (1500 km) one thousand five hundred kilometers.
- 2.(4) Four hours for all international flights between (1500 km) one thousand five hundred kilometers and (3500 km) three thousand five hundred kilometers.
- 3.(5) Five hours for all international flights exceeding (3500 km) three thousand five hundred kilometers.

Article (29)

The air carrier shall be liable for damage resulting from the early departure of the international flights or rerouting within a period not exceeding (14) fourteen days from the originally scheduled departure time, and the passenger shall be compensated in accordance with the terms and conditions of the Montreal Convention.

Article (30)

Where the air carrier notifies the passenger of the cancellation of a domestic flight within (24) twenty-four hours of the originally scheduled departure time, and the air carrier is unable to provide an alternative flight within (4) four hours of the originally scheduled time of departure, the air carrier shall compensate the passenger with an amount equivalent to the value of the travel ticket for the unused sector in addition to compensation equivalent to (100%) one hundred percent of that value, without prejudice to the passenger's right to care and support.

Article (31)

Where the air carrier notifies the passenger of the cancellation of a domestic flight (24) twenty-four hours to (7) seven days prior to the originally scheduled time of departure, the air carrier shall provide an alternative flight and compensate the passenger with an amount equivalent to (50%) fifty percent of the total ticket value.

If the passenger chooses to terminate the contract, the air carrier shall reimburse the value of the ticket (unutilized itinerary) plus compensation equal to (50%) fifty percent of the total ticket value, and the air carrier shall be relieved from care and support requirements.

Article (32)

Where the air carrier notifies the passenger of the cancellation of a domestic flight (7) days prior to the originally scheduled time of departure, the air carrier shall provide an alternative flight within (24) hours from the originally scheduled time of departure and shall be relieved from care and support requirements.

If the passenger chooses to terminate the contract, the air carrier shall reimburse the value of the ticket (unutilized itinerary)

If the alternative flight exceeds (24) hours from the original scheduled time of departure, the air carrier must compensate the passenger an amount equivalent to (50%) of the total value of the ticket.

Article (33)

Where a domestic flight is canceled while the passenger is in the airport, the air carrier shall deal with the passenger as follows:

1. Where the alternative flight is in a higher class, the air carrier shall bear the difference in fare if any.

2. Where the alternative flight is in a lower cabin, the air carrier shall reimburse the difference between the ticket value and lowest reservation booking designators (RBD) on which the passenger traveled, in addition, shall pay the passenger a compensation equal to (50%) of the total value of the original ticket.

The air carrier shall provide care and support in accordance with the provisions of these regulations.

Article (34)

The air carrier shall not deny any passenger boarding on a flight where there are alternative seats on the same flight in a class lower than that agreed on with the passenger. This case shall be handled as follows:

1. If the passenger accepts the downgrade, he/she shall be compensated for the full price difference between the original boarding class and the one in which he/she travels for the part of the flight subject to said downgrade as per the lowest reservation booking designators (RBD) in the cabin downgraded to, plus a compensation equal to (50%) of said amount.

2. If the passenger decides to terminate the contract, the value of the ticket (unutilized itinerary) shall be reimbursed plus a compensation equal to (50%) of said value, without prejudice to the passenger's right to the care and support in accordance with the provisions of these regulations.

Downgrading on the same flight shall not be deemed a denial of boarding.

Article (35)

The air carrier shall explain to the passenger all stopovers in the itinerary, whether on the same or another aircraft.

Article (36)

The passenger has the right to request a compensation of (100) Special Drawing Rights Units for each additional stopover that is not announced by the air carrier at the time of Reservation. The request for such compensation does not waive the passenger's right to receive compensation in case there is a delay in flight arrival.

Excluded stops that are added to the flight for security and safety purposes or to deal with an emergency on board the aircraft, provided that such incidents are recorded in reports that are adopted by The Competent Authority.

Article (37)

When the passenger is informed about adding a stopover after the ticket is issued, the passenger has the right to terminate the contract of carriage and get a refund of the ticket value without any deductions.

Article (38)

In the event of a flight cancellation or delay, the air carrier is obligated to provide care and support to the passenger as follows:

- 1.Refreshments and beverages as of the second hour.
- 2.An appropriate meal where the delay exceeds (3) three hours beyond the originally scheduled time of departure.
- 3.Hotel accommodation and transportation to and from the airport where the delay exceeds (6) six hours beyond the originally scheduled time of departure.

Article (39)

The air carrier shall compensate the passenger if it fails to provide any of the care services due to the passenger in accordance with Article (38) of these regulations, as follows:

- 1.(10) SDR when refreshments and drinks are not served.
- 2.(30) SDR when the proper meal is not provided.
- 3.(100) SDR when hotel accommodation and transportation to and from the airport are not provided

The above compensation does not exempt the air carrier from the obligation to provide any other compensations provided for in this regulation.

Article (40)

The air carrier shall reimburse the value of tickets or pay the compensations prescribed in these Regulations in cash or by bank transfer, bank draft, or exchange vouchers proving the passenger's right; based on the passenger's desire within a maximum period of (14) fourteen business days from the date on which the air carrier acknowledges the right of the passenger.

Article (41)

Where a refund of the value of the ticket or payment of compensation under the stipulated in Article (40) of these regulations, the passenger has the right to exchange it in Cash the same from any office of the air carrier or use the voucher to purchase ancillaries or service and product of the air carrier.

Article (42)

The air carrier shall update the passenger on the developments related to the cancellation or delay of the flight in case of force majeure.

Where a flight is delayed or canceled due to Force Majeure the operating air carrier may limit the right to care and support to a maximum of three nights.

The air carrier shall not be obligated to pay any compensation in accordance with the provisions of these regulations if it is proven that the cancellation or delay of the flight was due to force majeure in accordance with what is stipulated in Annex No. (1) attached to these regulations.

Article (43)

The air carrier shall develop a mechanism for receiving complaints, which must be approved by the Competent Authority, and that mechanism must be published on the air carrier's website.

Article (44)

A passenger wishing to submit a complaint in accordance with the provisions of these regulations shall first record his complaint with the air carrier, and the air carrier shall decide on the complaint within (15) fifteen working days from the date of its submission. If that period passes without deciding on the complaint on the complaint, the complaint is considered rejected.

The passenger has the right to refer the complaint to the competent authority, and the competent authority must decide on the appeal within (60) sixty working days from the date of submitting the appeal. If that period has passed, the appeal shall be considered rejected.

Article (45)

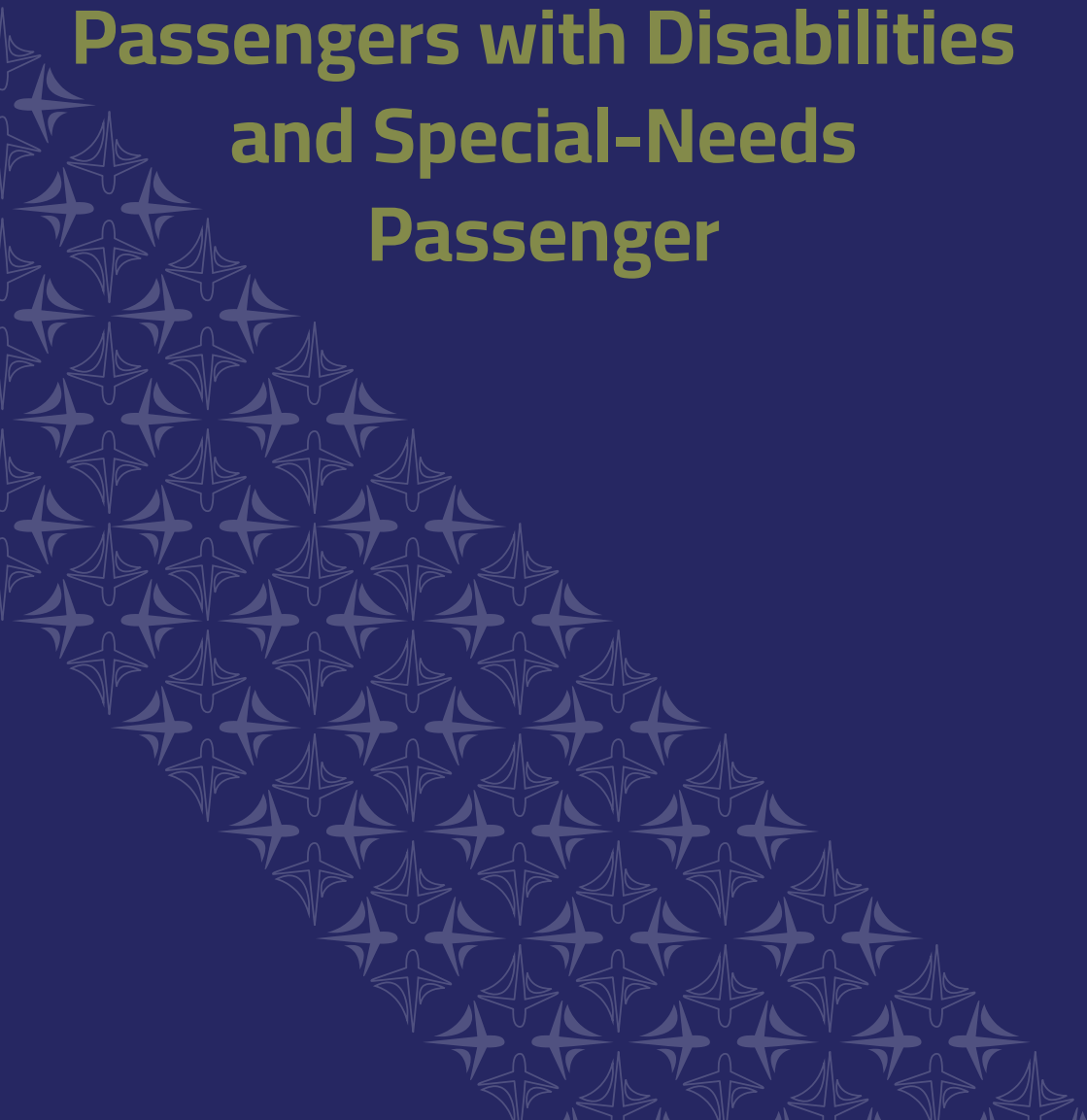
The right of the passenger to claim damages shall be extinguished if the complaint is not lodged within a period of two years from the date of the arrival at the destination or from the date on which the aircraft ought to have arrived.

Article (46)

Without prejudice to the rules of criminal or civil liability, the air carrier shall be liable for the death of the passenger or bodily injury, whether the death or injury occurred during the passenger's embarking process from the departure gates to the aircraft, or on board the aircraft, or during the passenger's disembarkation from the aircraft to the airport lounge.

Chapter III

Passengers with Disabilities and Special-Needs Passenger



Article (47)

The air carrier must be committed to announcing its policy and procedures regarding the carriage of passengers with disabilities and special-needs passengers on its website.

Article (48)

A passenger with disabilities and special-needs passengers must clearly disclose to the air carrier his condition and the necessary devices and equipment when creating the reservation.

Article (49)

The air carrier is prohibited from requiring a passenger with disabilities and special-needs passengers to sign any waivers of their rights or services due to them under the provisions of these regulations.

Article (50)

The air carrier is obliged to allow passengers with disabilities and special-needs passengers to carry the devices and equipment necessary for movement under the contract of carriage.

If the passenger has service animals, he must obtain prior approval from the air carrier to carry the animal.

Article (51)

The air carrier is obligated to ensure that the devices and equipment that assist movement arrive with the disabled or special-needs passenger, and in the event of their damage or loss, they will be compensated for at the equivalent value.

Article (52)

The air carrier is obligated to secure a replacement seat immediately if the wheelchair does not arrive on the same flight and compensate the passenger in accordance with what is stipulated in Chapter Four of these regulations.

Article (53)

If the air carrier fails to fulfill its obligation to provide an alternative flight for a passenger with disabilities and special-needs passenger or fails to provide the necessary services stipulated in this chapter, the passenger shall be compensated with the equivalent of (200%) two hundred percent of the total value of the ticket.

Chapter IV

Baggage



Article (54)

The passenger has the right to carry baggage as stipulated in the contract of carriage in terms of the permitted number of bags, dimensions, and weights.

Article (55)

The passenger is obligated to disclose his valuable luggage before handing it over to the air carrier. If this luggage is lost or damaged after the air carrier has agreed to transport it, he will be compensated according to the value declared in the disclosure form.

Article (56)

The air carrier is obligated to register the passenger's baggage according to the allowed number without any excess provided that the value of excess baggage whose freight value is calculated separately.

The air carrier must provide the passenger with the required registration and disclosure mechanisms, if exceptional baggage handling is required, such as oversized baggage.

Article (57)

If the checked baggage does not arrive within twenty-one (21) days of the date on which it should have arrived, the passenger has the right to claim that the baggage is treated by the air carrier as lost.

In the case of damage, the passenger must file a complaint to the carrier forthwith after the discovery of the damage, and, at the latest, within 24 hours from the time of the arrival at the destination or from the time on which the aircraft ought to have arrived.

The air carrier is obligated to compensate the passenger for each piece of registered baggage in accordance with Articles (60) and (61) of these regulations.

Article (58)

The air carrier must deliver the passenger's baggage if he is unable to travel after the check-in. In the event of delay, destruction, loss, or damage in re-delivery, the air carrier must compensate the passenger in accordance with Articles (60) and (61) of these regulations.

Article (59)

The passenger shall be entitled to compensation from the air carrier if his luggage is delayed in reaching the final destination, the equivalent of (148) one hundred and forty-eight Special Drawing Rights, when the baggage arrives later than the arrival time specified, for the first day.

The air carrier is obligated to compensate the passenger for any financial costs incurred by the passenger due to the delay of his baggage, with a maximum of (1288) one thousand two hundred and eighty-eight Special Drawing Rights.

Article (60)

The passenger shall be entitled to compensation from the air carrier in the event of damage, loss, or defect in his baggage, equivalent to (20) twenty Special Drawing Rights for each kilogram, with a maximum of (1288) one thousand two hundred and eighty-eight Special Drawing Rights for each piece of that baggage.

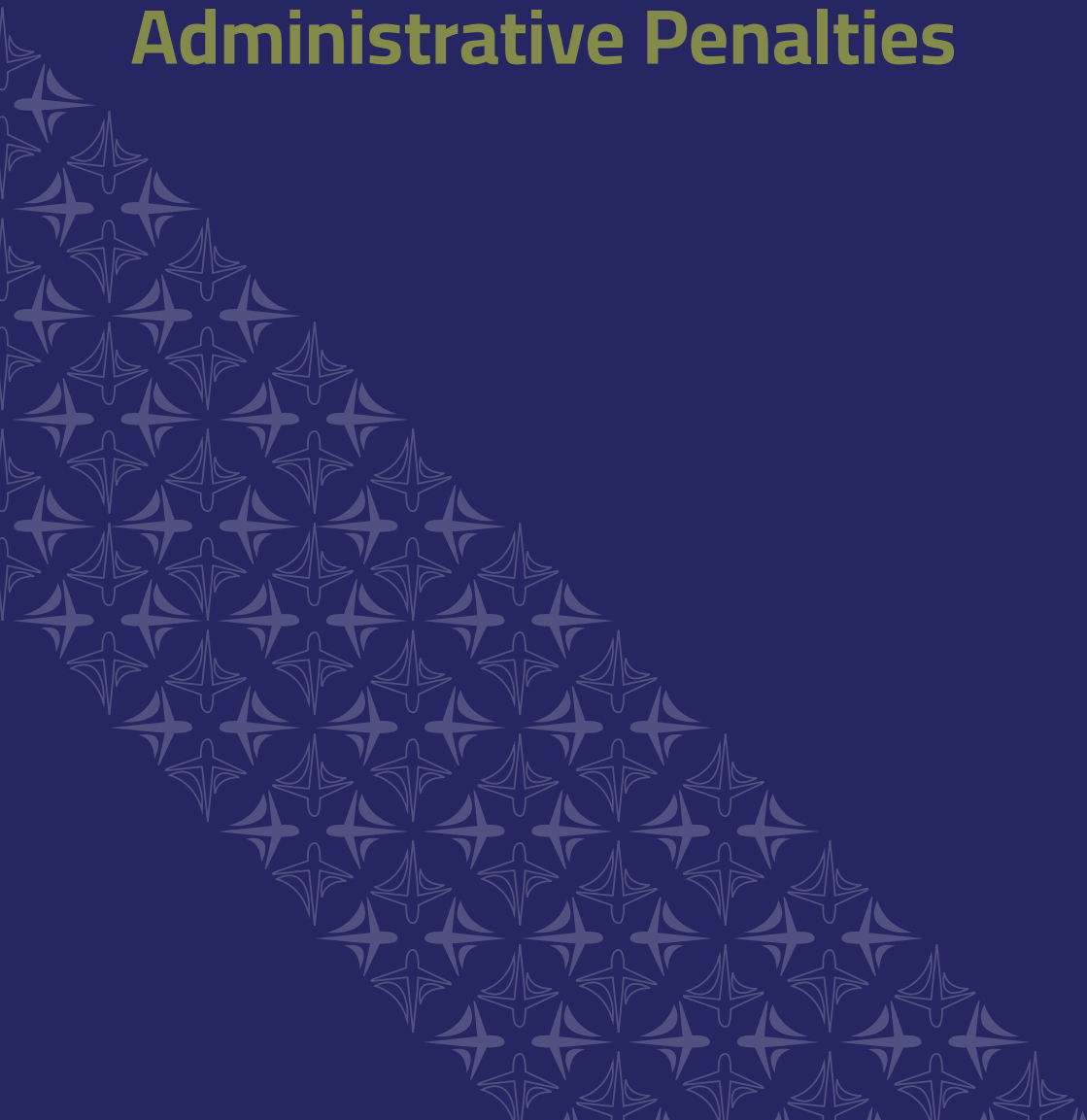
Article (61)

The air carrier is exempt from paying compensation if the passenger's baggage is naturally perishable or requires special handling, and the passenger did not disclose this information.

The air carrier is also exempt from paying compensation if the carry-on baggage is lost or damaged unless the damage is caused by the air carrier's fault.

Chapter V

Administrative Penalties

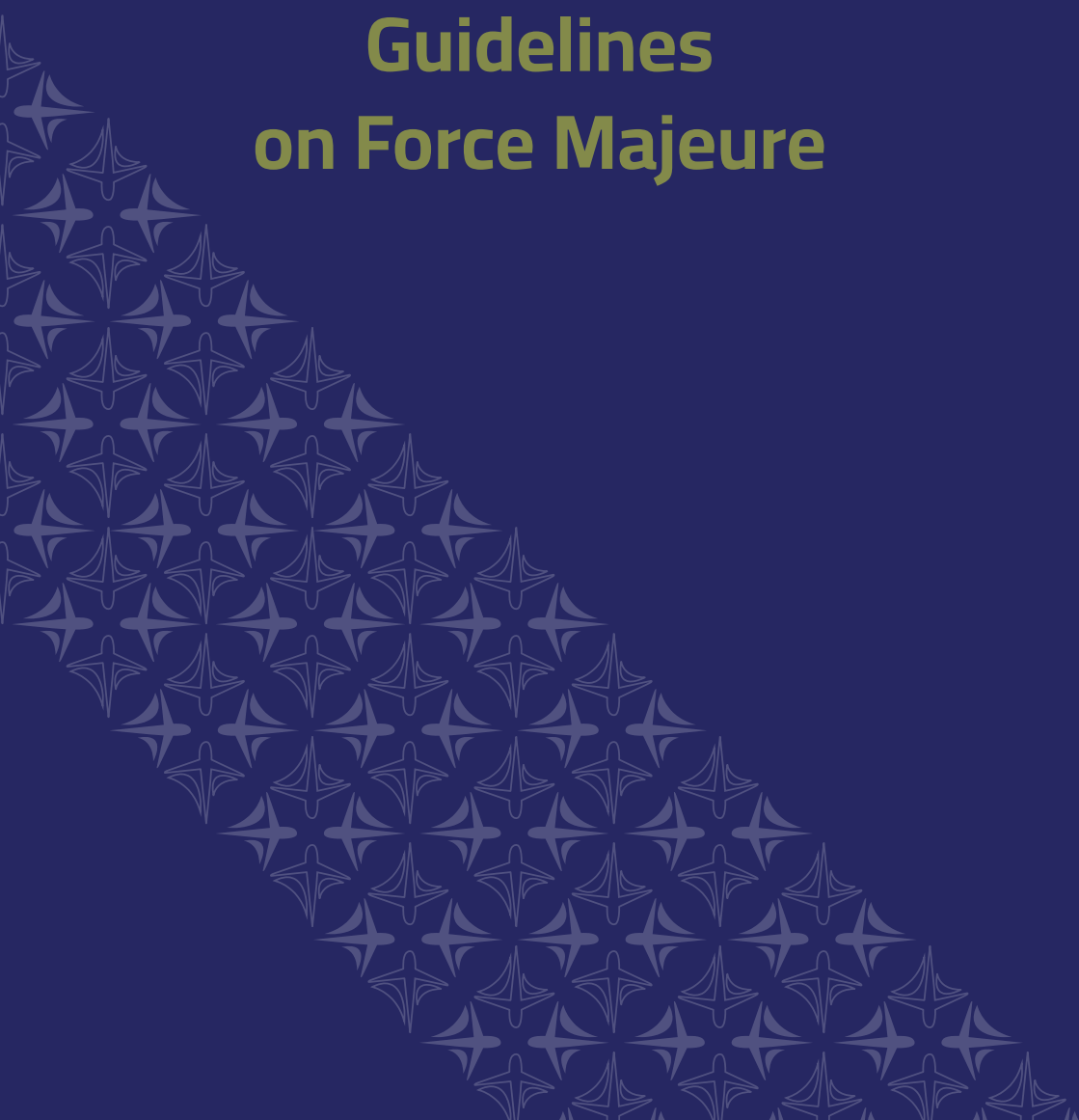


Article (62)

Without prejudice to the penalties stipulated in the Civil Aviation Law, violation of the provisions of these regulations shall be subject to the same penalties stipulated in Article (62) of the Civil Aviation Law.

Annex No (1)

**Guidelines
on Force Majeure**



	Category	The incident
1	War/Political Unrest	Unexpected disruption arising from war or political instability of any kind where travel is not advised.
2	Fuel Supplier	When the aircraft fuel supply is limited or unavailable upon short notice or without prior notice.
3	Unlawful Acts	Illegal acts that endanger the safety and security of persons and property, and seriously affect the operation of air services, airports, and air navigation.
4	Sabotage	Acts of damage to the aircraft scheduled to operate the flight or to the fleet of the air carrier.
5	Security Reasons	<ul style="list-style-type: none"> ▪ Closure of the departure airport or the arrival airport without prior notice for security reasons. ▪ A bomb or bomb alert is detected on board the aircraft or at the departure or arrival airport. ▪ Hijacking of the aircraft. ▪ Removal of unaccompanied baggage due to a serious security concern. ▪ Removal of an unruly passenger from the aircraft for security reasons
6	Meteorological Factors	<ul style="list-style-type: none"> ▪ Weather conditions incompatible with the safe operation of the flight. These weather conditions may be forecast to arise at either the airport of departure, the airport of arrival, or along the specified flight route. ▪ Closure of the departure or arrival airports due to bad weather conditions. ▪ Weather conditions that may result in capacity restrictions at the airport of arrival or the airport of departure. ▪ Damage to the aircraft that could affect the safety of the flight or the integrity of the aircraft and requires immediate assessment and/or repair of damages caused by other meteorological events (for example lightning strikes, hailstones, thunderstorms, severe turbulence, etc.)

	Category	The incident
7	Airport Closure	Closure of the arrival or departure airport for reasons other than security or weather.
8	Medical Reasons	Illness or death of a passenger or crew member on board the aircraft or during the flight.
9	Bird Strike	Bird strikes to the aircraft during a flight which might cause damage that requires immediate mandatory checks and possible repair.
10	Manufacturing Defects	Discovery of a hidden manufacturing defect by the air carrier (this is often noticed by unusual failure of any part of the aircraft).
11	Unanticipated Shortcomings Affecting Flight Safety	<ul style="list-style-type: none"> ▪ Damage to the aircraft primary or secondary structure (e.g., metallic or composite structure) caused by third parties on the ground prior to the departure of a flight, which requires immediate assessment and/or repair of possible damages (e.g., a collision between an airport vehicle and the aircraft). ▪ In-flight damage to the aircraft during the preceding flight, caused by a foreign object, which requires immediate assessment and/or repair. ▪ Any technical issues causing the pilot to carry out an aircraft turnaround or diversion. ▪ Failure of the bleed air system/ environmental control system on an aircraft (which had been properly maintained) either immediately prior to departure or during the flight ▪ Premature failure of life-limited parts (as referenced in applicable maintenance data, contained within the aircraft maintenance manual, Maintenance Planning Document (MPD), or Maintenance Review Board Report) prior to their scheduled inspection/ removal/ replacement date (where those parts had been maintained in accordance with the required maintenance programme).

	Category	The incident
11	Unanticipated Shortcomings Affecting Flight Safety	<ul style="list-style-type: none"> ▪ Failure of on-condition monitored parts, i.e. parts which should not require unscheduled maintenance or replacement during normal operational service (e.g. propeller oil temperature gauges), where the premature failure of these parts during normal operational service when maintained in accordance with the maintenance programme is unpredictable. ▪ Failure of necessary or required aircraft systems (e.g., the cooling system, avionics system, flight control system, flaps, slats, rudders, thrust reverser or landing gear) either immediately prior to departure or during the flight, where those systems had been maintained in accordance with the required maintenance programme). ▪ Any other technical defects which become apparent immediately prior to departure or during the flight (where the system or part thereof had been maintained in accordance with the required maintenance programme) and which require investigation and/or repair before the aircraft is airworthy for the intended flight. ▪ Smoke, fire or fumes on board the aircraft unless the problem has been caused by a part not being maintained in accordance with the required maintenance programme or due to a failure to follow appropriate operational procedures.
12	Strikes	Strikes that affect the operation of an air carrier, such as strikes carried out by air traffic controllers.
13	Air Traffic Management	<ul style="list-style-type: none"> ▪ In the event air traffic control suspends or restricts operations out of the airport of departure or into the airport of arrival. ▪ In the event air traffic control suspends or restricts operations into or out of a block of air space through which the air carrier must travel in order to operate the flight. ▪ Weight or balance restrictions that apply to aircraft by authorized authorities for operational or safety reasons.
14	Aircraft Load Issues	Weight or balance restrictions are applied to aircraft by the authorized authorities for operational or safety reasons.

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