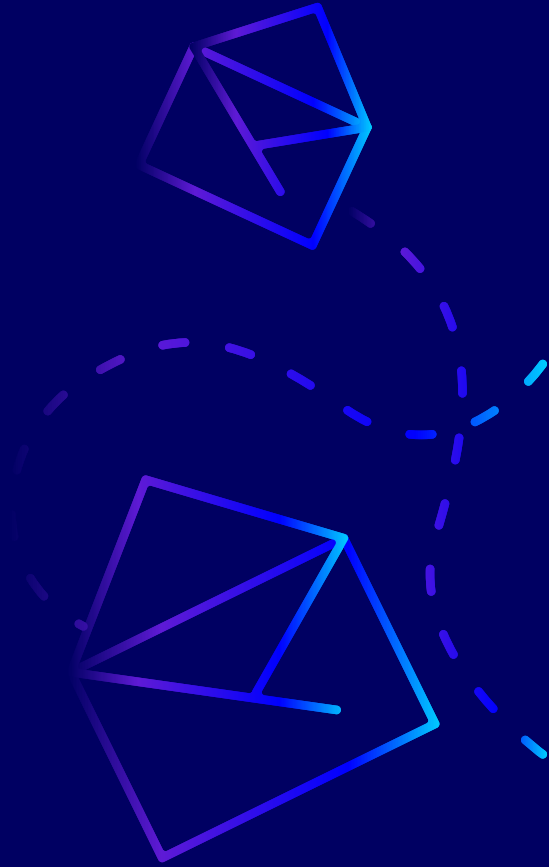


# Rules for Protection of Rights of Postal Services Customer



# Introduction



## • Introduction:

This Document has been issued by the Communications and Information Technology Commission in exercise of its powers in accordance with Council of Ministers Resolution No. 403 of 12/07/1440 providing that the Commission shall assume responsibility over regulatory and supervisory functions of the postal sector.



This Document aims at setting out the binding provisions and requirements which protect the rights of the Customers of postal sector.



Whenever used herein, the following words, terms and phrases shall have the respective meanings set forth, unless the context otherwise requires:

## ● Article (1): Definitions

- **CITC:** Communications and Information Technology Commission
- **License:** a document issued by CITC to Service Provider which includes a permission to provide postal services.
- **Service Provider:** any person that provides a postal service under a license.
- **Customer:** any person that benefits from any of the postal services.
- **Mail:** includes letters, postcards, printed matter, written and printed matter for the blind, and packages sent by the post from or to a person.
- **Parcel:** any package, pack, bag, box, or wrapped object or otherwise which contains physical matter, in accordance with the requirements and specifications set by CITC.
- **Postal Items:** include mails and parcels and the like, and everything which can be transported by post.
- **Postal Services:** all services and activities related to the post, including but not limited to, the following:
  - Receiving, transporting, distributing, and delivering postal items, including express mail.
  - Parcel stations.
  - Any service CITC decides to introduce into the scope of postal services, without prejudice to applicable laws.
- **Sender:** a person requests from a Service Provider to send a postal item.
- **Recipient:** a person to whom a postal item is sent.



## ● Article (2): General Provisions

1

This Document shall apply to all licensed providers of postal services in the Kingdom of Saudi Arabia.

2

Service Provider shall not engage in any practices in violation of these Rules.

3

When this Document requires the execution of any written procedure, this can be executed electronically or automatically, taking into consideration the laws, regulations and decisions governing electronic transactions, and what is issued by CITC in this regard.

4

This Document shall not limit any Customer rights set out in any laws, regulations, decisions, agreements, or other documents in effect in the Kingdom.

5

Service Provider's contracts shall be consistent with this Document and not contradicting any Customer rights set out in any laws, regulations, decisions, agreements, or other documents in effect in the Kingdom.

6

Customer shall have the right to contact Service Provider, and Service Provider shall provide free-of-charge convenient and multiple telephone and electronic channels which enable Customer to contact it and track sent postal items, taking into consideration providing appropriate communication channels for people with special needs.

7

Service Provider shall publish this Document and amendments thereof on its website.

**General Provisions and Requirements for  
Protection of Customer Rights**








This Article provides the minimum provisions and requirements for the protection of Customers' rights that Service Provider shall adhere to. These are summarized in the following:



## Article (3): General Provisions and Requirements for Protection of Customer Rights

1

This Article provides the minimum provisions and requirements for the protection of Customers' rights that Service Provider shall adhere to. These are summarized in the following:

-  **Customer right to access the service.**
-  **Customer right to get correct information.**
-  **Customer right to use the service at the announced price.**
-  **Customer right to receive assurance of service and experience quality.**
-  **Customer right to respect their privacy and keep their information confidential.**
-  **Customer right to handle their complaint.**
-  **Customer right to get awareness.**



Customer right to access the service:

## Article (3): General Provisions and Requirements for Protection of Customer Rights

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Service Provider undertakes to do everything that protects such rights according to the following description as a minimum:

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### Customer right to access the service:

1

Service Provider shall provide the service to its requester, without any discrimination between Customers, unless the service on request is not among its obligations for which it is licensed to provide, or if there are legal reasons preventing it from providing the service.

2

Service Provider shall provide the service in accordance with what is agreed upon on the service contract.

3

Service Provider shall provide adequate outlets to deliver its services, taking into consideration the geographical distribution and spread of the Customers.



Customer right to get correct information:



## Customer right to get correct information:

1

Service Provider shall publish the personal information of the company and all information related to providing its services to the public via its electronic platforms, and on service delivery outlets, and shall provide copy of which to CITC. Such information shall include, as a minimum, the following:

- a. Company name, address of its headquarters and branches, and contact information.
- b. Details of the services provided to the Customer.
- c. Details of service rates, including service tariff and any money to be paid by the Customer.
- d. Date and time agreed upon to deliver the service.
- e. Details of requirements and obligations of Service Provider and Customer.
- f. Rules and procedures for compensation, in case of a breach of any obligation, and payment refund.
- g. Consequences of breach or non-performance by Service Provider or Customer of their respective obligations.
- h. Procedures to handle complaints of Customers.

### Article (3): General Provisions and Requirements for Protection of Customer Rights

- i. Service quality standards.
- j. Rules and procedures to deal with undelivered items.
- k. Details of any discounts or offers, if any.
- l. Details of any limitations or exceptions to the service, and any applicable fees when exceeding such limitations or exceptions, if any.
- m. Rules and procedures to request the return of postal items, or to change the recipient's address, the return fee and who shall bear it.
- o. Means to track postal items and contact Service Provider, and service delivery outlets.
- n. Update of tracking status of postal items.
- p. Frequently asked questions.

2

All information referred to in the above paragraph shall be written in a clear and easy language so that it is accessible and understood by Customers, and shall be available in both Arabic and English.

3

Service Provider shall not describe, announce, or present the service in a way that involves misleading or incorrect information.



**Customer right to use the service at the announced price:**

**Customer right to receive assurance of service and experience quality:**

## Article (3): General Provisions and Requirements for Protection of Customer Rights

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### Customer right to use the service at the announced price:

1

Service Provider shall not collect any money except for services the Customer requests or agrees to be provided.

2

Service Provider shall not collect any money in violation to what is announced and agreed by the Customer on the service contract clearly.

3

Service Provider may collect the money paid by it on the Customer's behalf to government agencies with regard to the contracted service, after obtaining prior approval from the Customer to do so, and present proof of payment of such money to government entities.

d



### Customer right to receive assurance of service and experience quality:

1

Service Provider shall undertake to guarantee quality of the service provided as announced by it, in consistency with internationally recognized standards in this area, and integrate such guarantee in the service contract.

2

Service Provider shall apply compensation and refund rules and procedures announced by it, in case of non-compliance with service quality or in case of damaged, incomplete, or lost postal items.

3

Service Providers shall develop standards for the Customer's experience quality, evaluate and improve their experience, based on rating results.





**Customer right to respect their privacy and keep their information confidential:**

## Article (3): General Provisions and Requirements for Protection of Customer Rights

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### Customer right to respect their privacy and keep their information confidential:

1

Service Provider shall keep confidential all information of the Customer, protect it against infringement on it by whatsoever means, and take all necessary measures to block access to it, prevent disclosure or publishing thereof, or to use or alter it in violation to the laws.

2

Service Provider shall not disclose Customer's information except when this disclosure is legally permissible in accordance with applicable laws in the Kingdom, or upon explicit consent of the Customer or who officially represent it in this regard, or subject to a directive from CITC.

3

Service Provider shall set clear policies restricting access to Customers' information under its control, and shall document any access to it.

4

Service Provider shall disclose its privacy policy, and determine and define the purposes of requesting, collecting, and storing Customers' information. Such information shall not be used for undisclosed purposes.

5

Service Provider shall protect the content of the postal items and shall not grant access to it to people unauthorized by law.



**Customer right to handle their complaint:**

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## Customer right to handle their complaint:

1

Service Provider shall create a division for receiving, managing, and handling Customer's complaints.

2

Customer shall have the right to file a complaint to Service Provider, provided that the complaint filing date shall not exceed (120) days from the date of depositing postal items.

3

Service Provider shall develop specific and clear procedures for handling and developing Customers' complaints, and the complaint handling period shall not exceed (10) days from the complaint filing date, taking into consideration the following:

- a. Filing a complaint shall be available through all possible means, whether electronically or by telephone or personal presence, and Customer shall not be left with only one means to file their complaint. Access to such means shall be clear and easy.
- b. Complaint handling procedures of Service Provider shall be done through an electronic system, where complaint handling procedures are kept and documented from complaint filing to closing.
- c. Such procedures shall be consistent with international standards for complaint handling and customer satisfaction.
- d. Customer shall be provided with a reference number for their complaint, and the expected period to handle their complaint via an SMS or an email or paper communication. If the complaint has not been handled within the expected period, Customer must be updated with status of their complaint, and the new expected period to resolve it, taking into consideration the specified complaint handling period.
- e. Customer shall be provided with a written and clear response with the result of their complaint by SMS or an email or paper communication. A short message such as (Complaint handled.), with no description of action taken, shall not be sufficient.

### Article (3): General Provisions and Requirements for Protection of Customer Rights

4

Service Provider shall work on integrating its customer complaint handling systems with CITC's electronic systems.

5

Service Provider shall archive the complaint filed by Customer and all relevant procedures for a period of no less than one year according to Gregorian calendar, starting from the complaint closing date.

6

CITC shall be responsible for handling Customer complaint against Service Provider if the issue in dispute is related to a licensed service or a contract concluded for providing a postal service, and for instance this includes the following:

- a. Postal items with missing or damaged content.
- b. Delay in delivery of postal items.
- c. Returned postal items.
- d. Postal items delivered by mistake.
- e. Customer rights set out in this Document.

### Article (3): General Provisions and Requirements for Protection of Customer Rights

7

Customer may escalate their complaint to CITC upon expiry of the period granted by law to Service Provider to handle the complaint in case of no response or closing without handling. This must be done within a period not exceeding 30 days from the date of complaint closing by Service Provider or expiry of the period legally granted to it. CITC may overlook this period in the cases where it finds that factual reasons have prevented Customer from filing their complaint to CITC during this period.

8

CITC may accept a complaint before filing it to Service Provider in the cases which, at CITC's own judgement, require its intervention.

9

CITC may not accept a complaint immediately if CITC believes it is not factual, groundless, incomplete or if their demand is unjust, or the nature of the complaint or demand is beyond CITC's competence, or the complaint is repeated or includes inappropriate language. In such event, CITC will notify Customer of the reasons for rejection.

10

When filing a complaint to CITC, Customer shall state relevant facts, determine their demands, and provide CITC with requested data and documents with regard to the complaint.

11

If Customer escalates their complaint to CITC, and it is then referred to Service Provider for feedback, Service Provider shall – within a period of no more than 3 days – do as follows:

- a. Contact Customer to resolve the complaint by mutual agreement during the specified grace period.
- b. Provide CITC with a copy of the complaint record including its handling details and procedures and Service Provider's position on it.
- c. Provide CITC with information and documents requested in the complaint.

### Article (3): General Provisions and Requirements for Protection of Customer Rights

- 12 If Service Provider does not respond to CITC with requested details, information and documents with the specified period or resolve the complaint by mutual agreement, CITC shall decide on the complaint and issue its decision based on available information.
- 13 Service Provider shall implement CITC's decision issued concerning the complaint immediately when notified, within no more than 5 days from the notification date.
- 14 Service Provider shall study the reasons for repeated complaints and find radical solution. CITC may, where appropriate, develop standards for numbers and types of repeated complaints and actions to be taken.
- 15 Service Provider shall provide CITC with detailed reports and statistics on the complaints received by it, and actions taken with regard to them, on a regular basis as required by CITC.
- 16 CITC shall develop specific procedures to handle Customer complaints escalated to it, taking into consideration the following:
  - a. The period for complaint handling by CITC shall not exceed 30 business days from the complaint filing date until issuance of a decision thereon. CITC may, in some exceptions requiring longer time, extend such period while notifying the complainant.
  - b. Classify the complaints and set standards for complaint handling according to the type of the service complained of.
- 17 Service Provider shall make available its entire resources to inspection, follow-up, or implementation teams with regard to handling the complaint.



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## Article (3): General Provisions and Requirements for Protection of Customer Rights

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### Customer right to get awareness:

1

Service Provider shall publish Customer rights and obligations on its website and service delivery outlets, in accordance with the requirements set out by CITC.

2

Service Provider shall prepare and implement plans and programs for raising Customer awareness, measure their satisfaction, and follow up on their feedback and requirements concerning provided services and their quality.



## ● Article (4): Service Contract

1 Service Provider shall issue, on its letterheaded paper, a service contract for Customer. As a minimum, this contract shall include:

- a  Details of service contracted for and relevant fee.
- b  Details of content and condition of postal items which are the subject of the contract.
- c  Sender details (name, ID / civil registration, nationality, contact number, address).
- d  Recipient details (full name, contact number, address – delivery location).
- e  Customer's signature on the service contract and writing of their full name, or taking their approval electronically in a document manner.
- f  Date of service contract.
-  Details and signature of Service Provider's employee.
-  Acknowledgement of Service Provider's employee that they have reviewed and verified the original identify of the sender.
-  Policy number.

## ● Article (4): Service Contract

- 2 Service Provider shall keep the service contract for a period of no less than one year according to Gregorian calendar, starting from the contract signing date. The burden of proof of Customer's approval shall fall on Service Provider if any dispute arises.
- 3 Service Provider shall provide Customer with a paper or electronic copy of the service contract.
- 4 Service Provider shall provide Customer with a receipt for any payment made, which includes amount paid, service provided and date of receipt. Service Provider shall keep record of this receipt for a period of no less than one year according to Gregorian calendar, starting from the date of payment receipt.
- 5 Service Provider shall return to Customer any amount paid in excess within 15 business days at most from the date it has knowledge of this.

# Delivery of Postal Items

## Article (5)



## ● Article (5): Delivery of Postal Items

1



Service Provider shall deliver postal items to the recipient's address registered in the service contract, and shall be responsible for any loss, delay or error in the delivery caused by it.

2



Postal items shall be delivered to the recipient or their authorized person. Service Provider shall set procedures to verify identity of the recipient and get proof of their receipt.

3



Service Provider shall return any postal items delivered by mistake.

4



If postal items are not delivered because of recipient's refusal to receive them, or any other reason due to Customer, Service Provider shall apply rules and procedures for handling undelivered items as published on its platforms and service delivery outlets, provided that such rules shall observe the number of attempts to be made for delivery. These delivery rules and procedures shall be consistent with international rules in this regard.

5



Service Provider shall abide by and keep record of the actions taken to handle undelivered postal items in a documented designated record for a period of no less than one year according to Gregorian calendar from the date of action taken.

# Customer's Obligations

## Article (6)



## • Article (6): Customer's Obligations

1



Customer shall pay the fee as agreed upon on the service contract to Service Provider.

2



Customer shall pay the fee with regard to contracted service that they have agreed to be paid by Service Provider to government entities, and they shall be provided with a proof of payment of such fee to government entities.

3



Customer (recipient) shall verify that postal items are delivered in a safe and sound condition before signing on receipt.

4



Customer who receives by mistake or finds postal items shall notify Service Provider through any of the approved communication methods.



# Delivery of Postal Items

Article (7)



## • Article (7): Delivery of Postal Items

1



Sender may request postal items to be returned or recipient's address to be amended before delivery to recipient. Service Provider shall apply rules and procedures for returning postal items or amending recipient's address, published on its platforms and service delivery outlets, taking into consideration that such rules and procedures shall be consistent with international rules in this regard, and any resulting charges which may be required from Customer.



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