

Complaints and Compensation Policy



1. Purpose:

Through the complaints and compensation policy, SMSA aims to reach the highest levels of customer satisfaction, clarify the mechanism and procedures for dealing with complaints and compensation claims by its customers in cases of loss, shortage, partial or total damage, wrong delivery, in addition to delayed delivery, and constantly works to improve the services provided to them before, during and after providing the service. SMSA provides multiple communication channels to communicate with customers to answer their inquiries and resolve their complaints. SMSA works to reduce the physical and operational impact on customers in the event of a direct complaint to SMSA or when escalating to the regulatory authorities. In the event that the quality of service standards are not met and the customer submits a complaint or claim, SMSA is committed to resolving the complaint in accordance with its internal policies and procedures that comply with the laws, regulations and rules of the official authorities.

2. Definitions:

Client	Each beneficiary of the services provided by SMSA, whether sender or recipient.
Service contract	The agreement between the customer and SMSA is within the scope of the services provided by SMSA.
Insurance Coverage	The customer chooses and pays additional amounts for compensation on the value of the shipment in cases of damage, loss or wrong delivery, according to the announced SMSA Standard Terms and Conditions.
Claim	The customer requests compensation in cases of damage, loss, wrong delivery or delayed delivery.
Notice	Inform the customer of any comments about the service in a documented manner through one of the official communication channels.
Delayed delivery	Delivery exceeded the announced period for providing the service.
Damage	The shipment is damaged, whether directly physical as a result of inappropriate handling or indirectly as a result of the nature of the content affected by external or environmental factors.
Partial damage	Part of the shipment or one of the parts (parts) suffered physical damage.
Loss	Shipment that was lost during transportation or delivery and was not found.
Shortage	A part, part or content of the shipment has been lost and untraceable.



3. Policy for dealing with customer complaints and claims:

- **3.2** SMSA has established a department specialized in managing customers' complaints and claims directly or escalated to the regulatory authorities.
- **3.2** SMSA customers have the right to submit complaints, and the complaints department staff is committed to effectively and efficiently resolving complaints or problems that may arise from the services provided by SMSA, and the customer can view his rights to submit complaints and claims by visiting the following links: (Terms and Conditions) and / or (Customer Rights and Responsibilities) contained on the SMSA website.
- **3.3** SMSA is committed to the confidentiality and privacy of the complaining customer's data, and his data is not shared with any party, except the official authorities and according to an official request.
- **3.4** The complaints and claims management system contained in this policy and internal procedures will be reviewed periodically (at least annually), with the aim of enhancing transparency, efficiency and maximum satisfaction for SMSA customers, and the SMSA Complaints and Compensation Management Policy will always be available through the website: (https://www.smsaexpress.com/sa).

4. Mechanism for submitting a complaint /compensation request:

- **4.1** The complaint or claim can be submitted electronically or in person through all customer communication channels by visiting the communication channels link: (https://www.smsaexpress.com/sa/ar/contact-us).
- **4.2** The customer must submit the complaint or claim within 30 days from the actual date of delivery of the shipment or the expected and announced date of delivery.
- 4.3 Customer complaints and claims will be processed within a period not exceeding seven (7) working days after fulfilling the requirements for submitting the complaint (beneficiary name, contact data, tracking number of the shipment in question, details and description of the complaint in addition to any documents or photos related to proving the status of the shipment) unless the processing requires further procedures during the verification and search process.
- **4.4** SMSA provides multiple communication channels for the customer around the clock to be informed about the status of a complaint or claim.
- 4.5 SMSA does not charge any fees when making a complaint or claim.
- **4.6** The sender shall be considered the owner and owner of the shipment in the event of due compensation, with the exception of cases where the recipient or a third party paid the service fee.



5. Compensation Mechanism:

After receiving the claim, it will be studied by the competent department based on the details of the shipment movement, the special standard terms and conditions announced by SMSA and the applicable regulations, and the compensation mechanism varies according to several factors, including the status of insurance coverage for cases of loss, shortage, damage and wrong delivery, and on the conditions of dispatch and delivery for cases of delayed delivery as mentioned in the terms and conditions below:

5.1 Shipments subject to insurance coverage:

If the shipment has been insured by the customer and has suffered damage (partial or total), loss, shortage, wrong delivery (cannot be retrieved), or delay in delivery, compensation will be made according to the following conditions:

- The mechanism and insurance agreement agreed upon between the customer and SMSA.
- · Attach the service contract.
- · Attach proof of damage and the value of the shipment declared on the service contract.
- For cases of damage, the shipment must be kept in its original condition upon receipt and SMS must be notified about this condition through any of the communication channels within 30 days from the actual date of delivery of the shipment or the expected and announced date of delivery.
- The value of compensation in cases of loss, misdelivery or total damage will be as follows:

The Minimum	Shipping fees (if the declared shipment value is less than the shipping fee).
The Maximum	Shipping fees + declared value of insurance in the service contract.

- The compensation value in cases of partial damage or partial loss will be an estimate of the value of the damaged part or the repair value (whichever is less) or lost from the total shipment.
- For cases of delayed delivery, reimbursement will be the shipping fee (if the declared value of the shipment is less than the shipping fee).
- In the event of compensation entitlement, the amount due will be paid to the customer within (15) working days from the date of acknowledging the entitlement to compensation.



5.2 Shipments not covered by insurance:

In the event that the customer does not choose insurance coverage on the shipment, the compensation mechanism will be according to the following conditions:

- Attach the service contract.
- · For cases of damage, proof of damage must be attached, while keeping the shipment packaging in its original condition upon receipt and notifying SMSA about this condition through any of the communication channels, within 30 days from the actual date of delivery of the shipment or the expected and announced date of delivery.
- · Shipments of paper or official documents: Shipping fees paid are compensated up to a maximum for cases of loss, damage, wrong delivery (irretrievable), delayed delivery, or free shipping service with the same value of dispatch paid according to the customer's discretion.
- · Any claims for any fees resulting from cases of loss or damage to official documents shall be excluded from the compensation, unless included in the service agreement with the official sending authority.
- · Parcel shipments: For cases of loss, shortage, partial or complete damage and wrong delivery (irretrievable), the compensation will be as follows:

The Minimum	Shipping fees (if the declared shipment value is less than the shipping fee).
The Maximum	Shipping fee + declared shipment value or SAR 375 whichever is lower.

^{*}Shipping charges are excluded in case of partial loss or damage.

- · For cases of delayed delivery of parcels, the reimbursement will be the shipping charge.
- · Shipments subject to special agreements with the customer: are compensated according to the requirements and compensation policy contained in the service agreement, while ensuring that the minimum requirements of this policy are met.
- · In the event of compensation entitlement, the amount due will be paid to the customer within (15) working days from the date of acknowledging the entitlement to compensation.

6. Exclusions of compensation:

The following cases are excluded from the entitlement to compensation and in accordance with the terms of the SMSA Terms and Conditions contained in the Service Contract:

- · The customer's negligence or error (sender or recipient) in providing or disclosing any data related to the provision of the service, preparation or packaging of the shipment in a manner that is not commensurate with the nature of the materials transported.
- · Shipments containing prohibited materials according to the list of prohibited items announced by SMSA or the competent official authorities.
- · Shipments that are delayed, stopped or confiscated by local or international official authorities under any circumstances.

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- Cases of damage resulting from the nature of the content that require special conditions for transportation unless disclosed by the customer and appropriate packaging is used.
- Any materials or content not disclosed by the customer in the service contract.
- Force majeure and force majeure that lead to non-provision of the service as stipulated in the service contract.
- The expiry of the period of keeping the shipment with SMSA for shipments that are not responsible for it by the sender or recipient as stated in the terms of the service contract, which does not exceed 90 days or the maximum possible period for preservation according to the nature of the content of the shipment, which may be perishable.
- Cases of requesting the return of the shipment that exceed (3) hours from the time the shipment is deposited with SMSA for the purpose of dispatch.
- · Claims for compensation for any government or customs duties imposed by local or international authorities.
- · Claims for any losses resulting from failure to provide the agreed service.
- Any claims that do not comply with the terms and conditions contained in the service contract announced through the SMSA website.