

Regulations for Protection of Rights of Postal Services

Beneficiaries

RC03

Version Two

August 2021

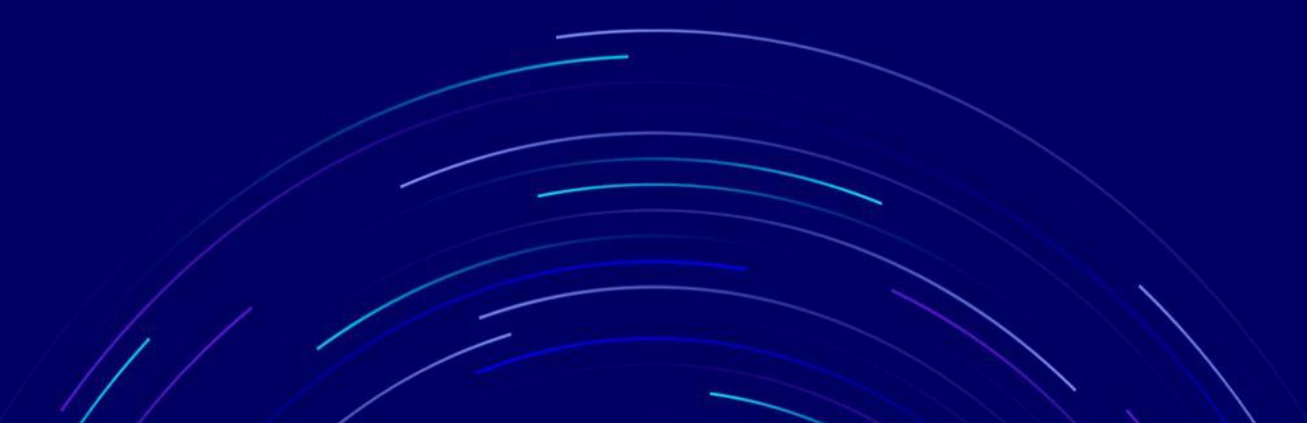
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Versions Control Table

Version	Date
Version One	July 2019
Version Two	August 2021

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Introduction

The Communications and Information Technology Commission issued the present binding regulations, provisions, and requirements with the aim of protecting the rights of postal services beneficiaries in the Kingdom of Saudi Arabia, in exercise of its powers in accordance with Council of Ministers' decision No. 403 dated 12/07/1440H providing that CITC shall assume responsibility over regulatory and supervisory functions of the postal sector.

1. Article One: Definitions:

The following words, terms, or expressions shall have the meanings assigned thereto, whenever used herein, unless the context requires otherwise:

- 1 CITC: Communications and Information Technology Commission
- 2 License: a document issued by CITC to Service Provider which includes a permission to provide postal services.
- 3 Service Provider: any person that provides a postal service under a license.
- 4 Registration: recording the information of service providers and the type of services provided with CITC.
- 5 Exemption: a document issued by CITC to the service provider for the provision of some postal services without obtaining a license, or for exempting the service provider from one or more license requirements.
- 6 Beneficiary: any natural or legal person benefiting from postal services.
- 7 Service Contract: the agreement entered into between the service provider and the beneficiary, with the aim of providing the service and determining the provisions, obligations, and prices for such service, in accordance with the regulations and decisions issued in this regard.
- 8 Postal Emitters: includes letters, postcards, printed matter, written and printed matter for the blind, and packages sent by the post.
- 9 Parcels: any package, pack, bag, box, or wrapped object or the like which contains commodities or objects that do not have the form of letters, in accordance with the requirements and specifications set by CITC.
- 10 Postal Packages: small files that may contain objects, papers, or documents for personal communication and wrapped in a manner that allows reviewing their contents.
- 11 Postal Items: parcels, postal emitters, and their equivalent.
- 12 Postal Services: all services and activities related to the post, including the following:

- i. Receiving, transporting, distributing, and delivering postal items, including express mail.
- ii. Postal financial services.
- iii. Mailboxes service.
- iv. Advertising Mail service.
- v. Providing pre-paid vouchers or cards service.
- vi. Parcel stations.
- vii. Any service CITC decides to introduce into the scope of postal services.

13 Sender: who requests from a Service Provider sending a postal item.

14 Recipient: to whom a postal item is sent.

2. Article Two: General Provisions:

- 1 The provisions herein shall apply to all licensed, registered, or exempted providers of postal services by the Communications and Information Technology Commission in the Kingdom of Saudi Arabia.
- 2 CITC shall perform periodic review of this document, and it has the right to make any modification or update hereto based on a decision by the Governor.
- 3 Service Provider shall not engage in any practices in violation of this document.
- 4 When this Document requires the execution of any written procedure, it can be executed electronically or automatically using automatic systems, taking into consideration the laws, regulations and decisions governing electronic transactions, and what is issued by CITC in this regard.
- 5 This Document shall not limit any beneficiary's rights set out in the service contract between the beneficiary and the service provider, or any laws, regulations, decisions, agreements, or other documents in effect in the Kingdom.

- 6 Service Provider's contracts shall be consistent with this Document and not contradicting any beneficiary rights set out in any laws, regulations, decisions, agreements, or other documents in effect in the Kingdom.
- 7 Beneficiary 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 the beneficiary to contact it and track sent postal items, taking into consideration providing appropriate communication channels for people with special needs.
- 8 Service provider shall apply all provisions stipulated herein. In event of failure to do the same, CITC has the right to take the appropriate actions at its discretion, in accordance with what ensures the protection of beneficiary.
- 9 Service Provider shall publish this Document and amendments thereof on its website.

3. Article Three: General Provisions and Requirements for Protection of Beneficiary Rights:

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

- I. Beneficiary right to obtain the required service.
- II. Beneficiary right to obtain correct information.
- III. Beneficiary right to obtain the service at the announced price.
- IV. Beneficiary right to receive assurance of service and experience quality.
- V. Beneficiary right to respect their privacy and keep their information confidential.
- VI. Beneficiary right to handle their complaint.
- VII. Beneficiary right to awareness.

2 Service Provider undertakes to do everything that protects such rights in accordance with the following description as a minimum:

1. Beneficiary right to obtain the required service:
 - 1 Service Provider shall provide the service to its requester, without any discrimination between beneficiaries, 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 channels to deliver its services, taking into consideration the geographical distribution and spread of the beneficiaries. It also has

the right to contract with others to perform the postal items delivery service, in accordance with the regulations and decisions issued by CITC in this regard.

- 4 Service provider must clarify the working mechanism during seasons and national holidays and ensure that beneficiaries obtain the service during such periods, in accordance with the following details:
 - I. Branches and services of the service provider shall take only one day as a vacation during the National Day Holiday.
 - II. Branches and services of the service provider shall have a three-day vacation during national holidays, Eid al-Fitr and Eid al-Adha, starting from the first day of the Eid.
 - III. Customer service centers shall continue working continuously during holidays.
 - IV. Agreements relating to express parcels between the service provider and the beneficiary stipulating the provision of service within a specified time.
 - V. Service provider has the right to continue working and providing services during the mentioned periods, provided that postal items are delivered and received during the period agreed upon.

2. Beneficiary right to obtain 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:
 - I. Company name, address of its headquarters and branches, and contact information.
 - II. Details of the services provided to the beneficiary.

- III. Details of services rates, including service tariff, shipment insurance amount -if any- and any fees to be paid by the beneficiary.
- IV. Date and time agreed upon to deliver the service.
- V. Details of requirements and obligations of Service Provider and beneficiary.
- VI. Rules and procedures for compensation and payment refund in case of a breach of any obligation.
- VII. Consequences of breach or non-performance by Service Provider or beneficiary of their respective obligations.
- VIII. Procedures to handle complaints of beneficiaries.
- IX. Service quality standards in accordance with what CITC issues in this regard.
- X. Rules and procedures for handling undeliverable items.
- XI. Details of any discounts or offers, if any.
- XII. Details of any limitations or exceptions to the service, and any applicable fees when exceeding such limitations or exceptions, if any.
- XIII. 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.
- XIV. Means to track postal items, contact Service Provider, service delivery outlets, and working hours.
- XV. Update of tracking status of postal items.
- XVI. Frequently asked questions and their answers.

- 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 beneficiaries, 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.

3. Beneficiary right to obtain the service at the announced price:

- 1 Service Provider shall not collect any fees except for services the beneficiary requests or agrees to be provided.
- 2 Service Provider shall not collect any fees in violation to what is announced and agreed by the beneficiary on the service contract clearly.
- 3 Service Provider may collect the fees paid by it on the beneficiary's behalf to government agencies with regard to the contracted service, after obtaining prior approval from the beneficiary to do so, and present proof of payment of such amount to government entities.
- 4 Service provider must provide the beneficiary with a clear and correct invoice in Arabic or English, based on the beneficiary's choice, which includes the details of any fees required from the beneficiary.

4. Beneficiary 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 accordance with the regulations and decisions issued by CITC or any competent authority, and integrate such guarantee in the service contract.
- 2 Service provider shall provide an electronic method to track postal items, explain their status, and notify the beneficiary of any update made thereon via an electronic message or SMS.
- 3 Service provider must provide an organized waiting mechanism for beneficiaries in the service provision outlets.

- 4 Service Provider shall apply compensation and refund rules and procedures announced by it. For example, but not limited to, in case of delay in delivering postal items or in case of damaged, incomplete, or lost postal items.
- 5 Service Providers shall develop standards for the beneficiary's experience quality, evaluate and improve their experience, based on rating results.

5. Beneficiary right to respect their privacy and keep their information confidential:

- 1 Service provider must comply with the General Principle for Personal Data Protection document issued by CITC, regulations, and decisions issued by government entities, that are related to the protection of the privacy of beneficiaries' data.
- 2 Service Provider shall keep confidential all information of the beneficiaries, protect it against infringement 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.
- 3 Service Provider shall not disclose beneficiaries' information except when this disclosure is legally permissible in accordance with applicable laws in the Kingdom, or upon explicit consent of the beneficiary or who officially represent the beneficiary in this regard, or subject to a directive from CITC.
- 4 Service Provider shall set clear policies restricting access to beneficiaries' information under its control, and shall document any access to it.
- 5 Service Provider shall disclose its privacy policy, and determine and define the purposes of requesting, collecting, and storing beneficiaries' information. Such information shall not be used for undisclosed purposes.
- 6 Service Provider shall protect the content of the postal items and shall not grant access to it to people unauthorized by law.

6. Beneficiary right to handle their complaint:

- 1 Service Provider shall create a division for receiving, managing, and handling beneficiary's complaints.
- 2 Beneficiary shall have the right to file a complaint to Service Provider, provided that the complaint filing date shall not exceed (30) days from the end date of the period agreed upon for the implementation of service.
- 3 Service Provider shall develop specific and clear procedures for handling and developing beneficiaries' complaints, and the complaint handling period shall not exceed (10) days from the complaint filing date, taking into consideration the following:
 - I. Filing a complaint shall be free-of-charge and available through all possible means, whether electronically, by telephone, or personal presence, and beneficiary shall not be left with only one means to file their complaint. Access to such means shall be clear and easy.
 - II. 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.
 - III. Beneficiary shall be provided with a reference number for their complaint, and the expected period to handle their complaint via an SMS, email, or paper communication. If the complaint has not been handled within the expected period, Beneficiary must be updated with status of their complaint, and the new expected period to resolve it, taking into consideration the complaint handling period specified in Paragraph (3) above.
 - IV. Beneficiary shall be provided with a written and clear response with the result of their complaint by SMS, email, or paper communication. A short message such as (Complaint handled.), with no description of action taken, shall not be sufficient.
- 4 Service Provider shall work on integrating its beneficiary complaint handling systems with CITC's electronic systems.

- 5 Service Provider shall archive the complaint filed by Beneficiary and all actions taken on it for a period of no less than one calendar year, starting from the complaint closing date.
- 6 CITC shall be responsible for handling Beneficiary 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:
 - I. Postal items with missing or damaged content.
 - II. Delay in delivery of postal items of the time agreed upon.
 - III. Returned postal items.
 - IV. Postal items delivered by mistake.
 - V. Beneficiary rights set out in this Document.
- 7 Beneficiary 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 Beneficiary from filing their complaint to CITC during this period.
- 8 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 Beneficiary of the reasons for rejection.
- 9 When filing a complaint to CITC, Beneficiary shall state relevant facts, determine their demands, and provide CITC with requested data and documents with regard to the complaint.

- 10 If Beneficiary 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:
- I. Contact Beneficiary to resolve the complaint by mutual agreement during the specified grace period.
 - II. Provide CITC with a copy of the complaint record including its handling details and procedures and Service Provider's position on it.
 - III. Provide CITC with information and documents requested in the complaint.
- 11 If Service Provider does not respond to CITC with requested details, information and documents within the specified period or resolve the complaint by mutual agreement, CITC shall decide on the complaint and issue its decision based on available information.
- 12 Service Provider shall implement CITC's decision issued concerning the complaint immediately when notified, within no more than (5) days from the notification date, in addition to providing CITC with a proof of such implementation.
- 13 Service Provider shall study the reasons for repeated complaints and find radical solutions for the same. CITC may, where appropriate, develop standards for numbers and types of repeated complaints and actions to be taken.
- 14 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.
- 15 CITC shall develop specific procedures to handle Beneficiary complaints escalated to it, taking into consideration the following:
- I. 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 of the same.

- II. Classify the complaints and set standards for complaint handling according to the type of the service complained of.

16 Service Provider shall make available its entire resources to inspection, follow-up, or implementation teams with regard to handling the complaint.

7. Beneficiary right to awareness:

- 1 Service Provider shall publish Beneficiary 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 Beneficiaries awareness, measure their satisfaction, and follow up on their feedback and requirements concerning provided services and their quality.

4. Article Four: Marketing Communications

- 1 Service Provider may not use telemarketing for its services with the aim of offering the provision of its services or selling its products to the Beneficiary unless the prior consent of the Beneficiary is obtained for receiving such calls, and Service Provider shall comply with the following:
 - I. Beneficiary shall be contacted through the official communication channels of the Service Provider published on its website.
 - II. Service Provider's representative shall, at the beginning of the call, disclose their name, the Service Provider they represent, the reason for communication, and whether the Beneficiary wishes to continue the call or not.
 - III. Clearly explaining the offered service, its features, and obligations.
 - IV. Disclosing during the communication the full price for any product or service for which the communication is made.

- V. Telemarketing is not allowed from (10) PM to (9) AM.
- VI. Telemarketing is not allowed on Friday.

5. Article Five: Service Contract

- 1 Service Provider shall issue, as a hard or electronic copy, a service contract for Beneficiary, in Arabic or in English, as per the Beneficiary's choice. As a minimum, this contract shall include:
 - I. Details of contracted service, fees, shipment insurance amount -if any- and the period agreed upon for the implementation of the service.
 - II. Price and details of content and condition of postal items which are the subject of the contract.
 - III. Sender details (name, ID/residence number/business register, contact number, address).
 - IV. Recipient details (full name, contact number, address – delivery location).
 - V. Rules and procedures for compensation and payment refund in case of a breach of any obligation
 - VI. Beneficiary's signature on the service contract and writing of their full name, or taking their approval electronically in a documented manner.
 - VII. Date of service contract.
 - VIII. Details and signature of Service Provider's employee.
 - IX. Acknowledgement of Service Provider's employee that they have reviewed and verified the original identify of the sender.

- X. Policy number in case Service Provider concluded a contract with a Beneficiary from the Individuals category.
- 2 Service Provider shall keep the service contract for a period of no less than one calendar year, starting from the contract signing date. The burden of proof of Beneficiary's approval shall fall on Service Provider if any dispute arises.
- 3 Service Provider shall provide Beneficiary with a hard or electronic copy of the service contract.
- 4 Service Provider shall make available multiple means for Beneficiary for the payment of fees, such as cash and electronic payment, and it shall provide Beneficiary with a receipt for any payment made, which includes amount paid, service provided, accompanying fees -if any-, and date of receipt. Service Provider shall keep record of this receipt for a period of no less than one calendar year, starting from the date of payment receipt.
- 5 Service Provider shall return to Beneficiary any amount paid in excess within (15) business days at most from the date it has knowledge of this.

6. Article Six: 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 obtain proof of their receipt.
- 3 Service Provider shall retrieve any postal items delivered by a mistake it made. Service Provider shall bear any consequences arising thereof before the Beneficiary.
- 4 If postal items are not delivered because of recipient's refusal to receive them, or any other reason attributed to the Beneficiary, Service Provider shall apply rules and procedures for handling undelivered items as published on its platforms and service

delivery outlets, provided that such rules observe the number of attempts agreed upon to be made for delivery in the service contract.

- 5 Service Provider shall keep record of the actions taken to handle undelivered postal items in a documented, designated record for a period of no less than one calendar year from the date of action taken.

7. Article Seven: Beneficiary's Obligations:

- 1 Beneficiary shall pay the fees as agreed upon in the service contract to Service Provider.
- 2 Beneficiary shall pay the fees 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 fees to government entities.
- 3 Beneficiary (recipient) shall verify that postal items are delivered in a safe and sound condition before signing on receipt.
- 4 Any beneficiary who receives by mistake or finds postal items shall notify Service Provider through any of the approved communication methods.

8. Article Eight: Request to Return Postal Items or Change Address:

- 1 The postal item prior to its delivery to the recipient is deemed the property of the sender. The sender may request retrieving the same or make modifications or change on the recipient's address. Service Provider shall apply the rules and procedures for the request to return postal items or change the recipient's address as published on its platforms and service delivery outlets, along with any fees arising thereof that may be requested from the beneficiary.
- 2 Sender has the right to request retrieving the postal item from Service Provider, provided that no more than three (3) hours have passed since the delivery of such postal item to Service Provider. In the event that such period is exceeded, Service Provider may request its full fees.



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