

DUBAI CIVIL AVIATION DIRECTIVE

AVIATION CONSUMER WELFARE DIRECTIVE OF THE EMIRATE OF DUBAI

This Directive establishes a framework to protect aviation consumer rights in Dubai, defining responsibilities of airlines and travel agents, and outlining complaint handling, dispute resolution, and enforcement to ensure fair practices.



Reference Number
DCAA/DCAD/2026/00005



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1. Preamble

The Dubai Civil Aviation Authority, established pursuant to Law No. (11) of 2020 Concerning the Dubai Civil Aviation Authority, is committed to, inter alia, safeguarding the welfare of aviation consumers within the Emirate of Dubai.

In the exercise of its regulatory mandate and in furtherance of international best practices, the Authority hereby issues this Directive to establish a structured framework for the protection of consumer rights and the mediation of disputes arising between Consumers and Airlines or Licensed Travel Agents .

This Directive is issued in alignment with the internationally recognised principles of consumer protection in air transport, the applicable international treaties to which the United Arab Emirates is a State Party, and the Civil Aviation Regulations issued by the GCAA, including the CAR-PWP. Nothing in this Directive shall prejudice or override any existing Air Services Agreements or Memorandum of Understanding that the United Arab Emirates is party to.

2. Definitions, Purpose and Objectives

2.1. Definitions

For the purposes of this Directive, the following definitions shall apply :

Term	Definition
Airline	A commercial air transport operator holding a valid Air Operator's Certificate (AOC) or foreign air transport permit, authorised to conduct passenger air transport services to or from airports within the Emirate of Dubai.
Authority	The Dubai Civil Aviation Authority, established under Law No. (11) of 2020.

Cancellation	The non-operation of a flight that was previously scheduled and on which at least one seat was reserved.
CAR-PWP	The Passenger Welfare Program as set out in the GCAA's Civil Aviation Regulations.
Complaint	A formal written submission by a Consumer to an Airline, Travel Agent, or the Authority, alleging a breach of rights or obligations under this Directive.
Consumer / Passenger	Any natural person who has purchased an air transport service or a related travel product from an Airline or Travel Agent, or on whose behalf such a purchase has been made, excluding persons travelling on duty or industry passes without a paid fare.
Denied Boarding	A refusal by an Airline to carry a Consumer on a flight despite the Consumer having a valid ticket, confirmed reservation, and having presented at check-in and boarding and is in full compliance with the Airline's conditions of carriage, except where there are reasonable grounds for denial such as those set out in the Airline's conditions of carriage, health, safety, security, or inadequate travel documentation.
Directive	This directive.
Disruption	Any flight delay, cancellation, diversion, or denied boarding event that prevents or significantly alters the Consumer's confirmed travel itinerary.
Force Majeure	An event or circumstance beyond the reasonable control of the Airline



	<p>or Licensed Travel Agent, which could not have been reasonably foreseen and avoided despite the exercise of reasonable measures, including but not limited to: (i) weather; (ii) earthquakes; (iii) fire; (iv) floods; (v) airport closures or capacity reductions; (vi) air traffic constraints/closures (vii) accidents/incidents; (viii) other natural disasters; (ix) acts of nature; (x) armed conflict; (xi) acts of terrorism; (xii) safety and security issues; (xiii) epidemic or pandemic declarations by competent health authorities; (xiv) manufacturing or other technical defects; (xv) strikes and labour unrest and (xvi) events or circumstances as determined by the Authority.</p>
GCAA	The United Arab Emirates General Civil Aviation Authority.
International Treaties	The Montreal Convention or Warsaw Convention, as applicable.
Licensed Travel Agent	A person or entity authorised by the Authority to sell or arrange air transportation services and related travel products within the Emirate of Dubai, acting on behalf of airlines or consumers, including but not limited to ticketing, booking, and facilitation of travel itineraries.
Mediation	A structured process facilitated by the Authority whereby the parties to a dispute are assisted in reaching a voluntary and amicable resolution, without the Authority issuing a binding determination.
Montreal Convention	The Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999 as amended from time to time.



<p>Special Needs Passenger</p>	<p>A Consumer whose mobility is reduced due to physical incapacity, intellectual deficiency, age, illness, or any other cause of disability, and whose situation requires appropriate attention and adaptation of the services available to all passengers.</p>
<p>Warsaw Convention</p>	<p>The Convention for the Unification of Certain Rules Relating to International Carriage by Air, done at Warsaw on 12 October 1929, as amended.</p>

2.2. Incorporation by Reference

Unless otherwise defined in this Directive, the definitions contained in the CAR-PWP and the Montreal Convention shall apply to terms used in this Directive.

2.3. Purpose

The international air transport sector in the Emirate of Dubai plays a pivotal role in providing air connectivity to the peoples of the world. The key service providers include the national carriers of the Emirate of Dubai, foreign air operators conducting commercial operations from the airports in the Emirate, and licensed travel agents conducting business related to international air transport or related services.

This Directive establishes a regulatory framework to protect aviation consumers and resolve disputes through structured mediation, thereby enhancing consumer confidence and promoting best commercial practices in the aviation sector.

2.4. Objectives

The objectives of this Directive are to:

- A. Ensure airlines and licensed travel agents comply with applicable consumer protection rules and/or regulations and/or standards;
- B. Establish clear obligations regarding information transparency, flight disruption

management, and complaint handling;

- C. Provide an accessible and efficient mediation mechanism for the resolution of disputes between consumers and airlines or licensed travel agents;
- D. Complement and give effect to the CAR-PWP and applicable rules and regulations within the Emirate of Dubai; and
- E. Promote alignment with international best practices in aviation consumer protection.

3. Scope and Applicability

3.1. This Directive shall apply to:

- a. National airlines of the Emirate of Dubai, including their subsidiaries and code-share partners operating flights to or from airports within the Emirate;
- b. Foreign airlines operating commercial air transport services from airports within the Emirate of Dubai; and
- c. Licensed Travel Agents.

3.2. Effective Date and Validity

This Directive shall take effect on the date specified by the Authority upon official publication and shall remain in force until repealed, amended, or superseded by any directive, regulation or law issued by the Authority.

4. Legal References and Framework

This Directive is issued pursuant to, and shall be read in conjunction with, the following:

- Federal Law No. (20) of 1991 Issuing the Civil Aviation Act, as amended;
- Federal Decree by Law No. (50) of 2022 Promulgating the Commercial Transactions Law;
- Federal Decree by Law No. (25) of 2025 Promulgating the Civil Transactions Law;
- Law No. (11) of 2020 Concerning the Dubai Civil Aviation Authority;
- The Montreal Convention;
- The Warsaw Convention; and
- GCAA Civil Aviation Regulations, including the CAR-PWP, as amended from time to time.

5. Applicable Rules and Hierarchy of Norms

5.1. Rules Applicable to Airlines

Airlines subject to this Directive shall comply with the following, in order of precedence:

- The applicable provisions of International Treaties, in particular the Montreal Convention and the Warsaw Convention as amended, where applicable;
- Federal laws and regulations of the United Arab Emirates;
- The GCAA Civil Aviation Regulations, including the CAR-PWP;
- Laws and regulations specific to the Emirate of Dubai, including this Directive; then
- The terms and conditions of carriage issued by the Airline and those communicated to the Consumer at the time of ticket purchase.

5.2. Rules Applicable to Licensed Travel Agents

A Licensed Travel Agent, in addition to the rules set out in Article 5.1, shall fulfil its obligations under any agreement or contract entered into with the Consumer or Airline, and shall ensure that the terms of such agreements are consistent with applicable laws and this Directive.

5.3. Conflict of Provisions

In the event of any conflict between the provisions of this Directive and any applicable international treaty or federal law, the provisions of the international treaty or federal law shall prevail. In the event of any conflict between this Directive and the terms and conditions of an Airline or Licensed Travel Agent, this Directive shall prevail to the extent of the inconsistency.

6. Rights of the Consumer

6.1. Right to Clear and Transparent Information

6.1.1. Obligations of the Airline

An Airline shall provide clear, accurate, and timely information to the Consumer at the time of purchasing an air ticket, including but not limited to:

- a. The total price of the ticket, including all taxes, surcharges, fees, and ancillary costs, presented in a transparent and itemised manner;



- b. The applicable terms and conditions of carriage with regard to amendment, cancellation, and refund of the ticket, including any applicable penalties;
- c. The identity of the operating carrier, particularly where the operating carrier differs from the marketing carrier;
- d. Any stopping points, connections, or transfers that form part of the itinerary;
- e. Baggage allowances and any charges for additional or oversized baggage; and
- f. Any restrictions applicable to the fare class purchased, including change and cancellation fees.

6.1.2. Obligations of the Licensed Travel Agent

A Licensed Travel Agent shall, at the time of entering into a contract with a Consumer for the sale of any product or service connected with air travel, inform the Consumer of the following:

- a. The applicable terms and conditions relating to the sale of any product or service;
- b. The conditions of carriage or the provisions of any contract as stipulated by the Airline;
- c. The conditions applicable in the event the Consumer intends to cancel, amend, or vary the services obtained, including any fees or penalties; and
- d. The remedies available to the Consumer in the event the services are not delivered by the Licensed Travel Agent or the Airline, as applicable.

6.1.3. Passenger Contact Information

- a. The Licensed Travel Agent shall provide all passenger contact information to the Airline in a timely manner to enable the Airline to contact the passenger directly regarding flight disruptions, schedule changes, and other operational notifications.
- b. Where the Licensed Travel Agent has not passed on passenger contact information in accordance with sub-paragraph (a) above, the Licensed Travel Agent shall be responsible and accountable for directly informing and updating the passenger during disruptions with information received from the Airline, without undue delay.

6.2. Rights in the Event of Flight Delay or Disruption

In the event of a delay, cancellation, or other disruption of a flight, the following obligations



shall apply:

- a. The Airline shall communicate with the Consumer or the Licensed Travel Agent, as applicable, promptly and proactively regarding the nature, expected duration, and reason for the disruption, and shall provide adequate assistance in accordance with the CAR-PWP.
- b. The Airline shall offer the Consumer a choice between:
 - i. alternative travel arrangements on the Airline's next available flight with minimum delay;
 - ii. re-routing via another carrier where reasonably practicable provided the Airline has a commercial relationship with such other carrier and there is availability and the rerouting is operationally feasible; or
 - iii. A full refund or a voucher for the unused portion of the ticket.
- c. Where a delay exceeds the thresholds prescribed by the CAR-PWP, the Airline shall provide meals, refreshments, access to communications, and, where an overnight stay is necessitated, hotel accommodation and ground transportation between the airport and the accommodation.
- d. The Airline shall give due attention and priority, without any form of discrimination, to Consumers with special needs, unaccompanied minors, and elderly passengers. Consumers shall communicate any special requirements to the Airline within the timeframes specified in the Airline's conditions of carriage. Such services shall be provided subject to availability.
- e. The Licensed Travel Agent shall take all reasonable steps to ensure that services obtained by the Consumer are delivered, or that alternative services of comparable standard are arranged at the Consumer's request.

6.3. Disruptions Beyond the Control of the Airline

In the event a disruption occurs due to circumstances constituting Force Majeure, the Airline shall not be liable for compensation under applicable law, International Treaties or on any other basis. However, the Airline shall nonetheless endeavour to facilitate alternative travel arrangements where practical and shall provide adequate care facilities to affected Consumers during the period of disruption, in accordance with the CAR-PWP. In circumstances

constituting Force Majeure care facilities provided by Airlines will be limited to seventy-two (72) hours. However, the Authority will examine the circumstances leading to disruptions beyond the control of the airline and determine extending the period stipulated in this Article based on exceptional circumstances.

6.4. Baggage and Liability Under International Treaties

The Airline shall fulfil its obligations with regard to delayed, lost, or damaged baggage as stipulated in the applicable International Treaties. Passengers must follow and adhere to the Airline's terms and conditions relating to Baggage and provide receipts to evidence any losses claimed.

6.5. Denied Boarding

Where an Airline reasonably anticipates that it will need to deny boarding to one or more Consumers on a flight, it shall first call for volunteers willing to surrender their confirmed reservations in exchange for agreed benefits. If an insufficient number of volunteers comes forward, the Airline may deny boarding to Consumers involuntarily, provided that:

- The Consumer is offered the choice of a return flight to the first point of departure or re-routing to their final destination on the Airline (unless they are already at the first point of departure; and
- The Consumer is provided with care and assistance as prescribed by the CAR-PWP.

6.6. Persons with Special Needs and Reduced Mobility

Airlines and Licensed Travel Agents shall ensure that Consumers with special needs and reduced mobility are afforded appropriate assistance throughout the travel process. Airlines shall establish and publish clear policies for the carriage and assistance of persons with reduced mobility, in compliance with applicable GCAA regulations and international standards. Such services shall be provided subject to availability.

7. General Obligations of Airlines and Travel Agents

7.1. Obligations of Airlines

- (a) Airlines shall maintain an accessible and responsive complaint-handling mechanism, including a dedicated communication channel for consumer complaints.
- (b) Airlines shall designate a Consumer Relations Officer or equivalent function responsible for overseeing compliance with this Directive.

7.2. Obligations of Licensed Travel Agents

Licensed Travel Agents shall comply with the obligations applicable to Airlines set out in Article 7.1 and shall also:

- (a) act in good faith and with due diligence in the provision of services to Consumers.
- (b) not impose terms or conditions on Consumers that are more restrictive than those imposed by the Airline, unless such terms are clearly disclosed and agreed upon in advance.

8. Scope and Handling of Consumer Complaints

8.1. Scope of Complaints

The Authority shall accept and mediate consumer complaints limited to the following categories:

- a. Flight delays exceeding the thresholds prescribed under the CAR-PWP;
- b. Involuntary denied boarding;
- c. Baggage loss, delay, or damage;
- d. Flight cancellation; and/or
- e. Failure by an Airline or Licensed Travel Agent to provide the information, assistance, or services set out in Article 6.1 of this Directive.

8.2. Exclusions

The following categories of complaints fall outside the scope of mediation by the Authority and shall not be accepted:

- a. Complaints related to ancillary or non-core services, including but not limited to seat



- selection, chauffeur services, excess baggage charges, lounge access, loyalty programme disputes, staff conduct, or any other similar matters;
- b. Any matter that has been, or is currently being, adjudicated by a court of competent jurisdiction or an arbitral tribunal;
 - c. Complaints arising from events constituting Force Majeure, as defined in Article 2.1 of this Directive;
 - d. Complaints arising from actions taken pursuant to governmental policy, regulation, or law that are beyond the control of the Airline or Licensed Travel Agent;
 - e. Cases involving personal injury or death, which are governed by the applicable International Treaties and the competent courts; and/or
 - f. Cases involving suspected fraud or criminal conduct, which fall within the competence of law enforcement authorities.

8.3. Role of the Authority as Mediator

8.3.1 The Authority shall act solely as a mediator between the Consumer and the Airline or Licensed Travel Agent. The Authority shall facilitate communication between the parties and assist them in reaching an amicable resolution but shall not issue binding decisions, determine the quantum of compensation, or act as an adjudicator.

8.3.2 Where mediation does not result in a resolution, the Authority shall advise the Consumer in writing of the outcome and of the Consumer's right to pursue the matter before a court of competent jurisdiction. Documents or information disclosed as part of the mediation process, including the outcome of the mediation, may not be utilised in any future proceedings by the Consumer.

9. Complaint Procedure

9.1. Initial Complaint to the Airline or Licensed Travel Agent

- a. In the event a dispute arises between the Consumer and the Airline or Licensed Travel Agent, the Consumer shall first bring the complaint to the notice of the Airline, or the Licensed Travel Agent, as applicable, at the earliest opportunity and at a maximum within sixty (60) calendar days of the complaint arising. The Airline will have no obligation to deal



with complaints received outside of this period.

- b. Where the Consumer is unable to lodge the complaint in person, the Consumer shall submit the complaint in writing to the Airline or Licensed Travel Agent through the designated complaint channels.
- c. The complaint shall be in writing and shall include all relevant supporting documents, clearly stating the nature of the grievance and the redress sought. The complaint shall be submitted within the timeframe stipulated by the Airline or Licensed Travel Agent in their published conditions, but in any event no later than sixty (60) calendar days from the date of the incident.

9.2. Duty of the Airline or Licensed Travel Agent Upon Receipt of a Complaint

- The Airline or Licensed Travel Agent shall acknowledge receipt of the complaint within five (5) business days.
- The Airline or Licensed Travel Agent shall investigate and respond to the complaint within sixty (60) calendar days from the date of receipt. In cases of exceptional complexity, this period may be extended by an additional fifteen (15) calendar days, provided the Consumer is notified in writing of the extension and the reasons therefor.
- Where the complaint does not contain sufficient information, the Airline or Licensed Travel Agent may request further information or evidence from the Consumer, specifying clearly the additional documentation required. The response period shall be suspended from the date of such request until the date the additional information is received.
- Upon completion of the investigation, the Airline or Licensed Travel Agent shall communicate its decision to the Consumer either in writing or as part of a meeting with the Consumer, advising whether the claim is granted in full, granted in part, or declined, together with the reasons for the decision.

9.3. Appeal to the Authority

9.3.1. Filing an Appeal

A Consumer who is aggrieved by the decision of the Airline or Licensed Travel Agent, or who has not received a response within the timeframe specified in Article 9.2(b), may submit an

appeal to the Authority within fourteen (14) calendar days from the date of the Airline's or Licensed Travel Agent's decision, or from the expiry of the response period, whichever is earlier.

9.3.2. Manner of Submission

The appeal shall be submitted through the Authority's official website and shall include the following:

- a. A clear and complete statement of the facts and circumstances giving rise to the dispute;
- b. A copy of the decision of the Airline or Licensed Travel Agent, or in the absence of any response, evidence demonstrating that the initial complaint was duly submitted;
- c. Copies of all relevant documents, including but not limited to air tickets, boarding passes, invoices, contracts, receipts for expenses incurred, and any correspondence with the Airline or Licensed Travel Agent; and
- d. A clear statement of the redress or remedy sought by the Consumer.

9.3.3. Review and Mediation by the Authority

- a. Upon receipt of an appeal, the Authority shall conduct a preliminary review to determine whether the complaint falls within the scope of this Directive.
- b. If the appeal is admissible, the Authority shall notify both parties and invite the Airline or Licensed Travel Agent to submit a response within thirty (30) calendar days.
- c. The Authority shall endeavour to facilitate an amicable resolution between the parties within thirty (30) calendar days from the date of acceptance of the appeal.
- d. The Authority shall communicate the outcome of the mediation to the Consumer in writing. This communication shall constitute the Authority's final position on the complaint.

9.3.4. Preservation of Legal Rights

The appeal and mediation process set out in this Article 9 shall not prejudice the Consumer's right to pursue any legal remedy available before a court of competent jurisdiction. The filing of an appeal with the Authority shall not toll or extend any limitation period applicable under any statute or treaty.

10. Record-Keeping

Airlines and Licensed Travel Agents shall maintain complete records of all consumer complaints received, including the nature, date of receipt of the complaint, and resolution/outcome of each complaint, for a minimum period of two (2) years from the receipt of such complaint.

11. Compliance and Cooperation

11.1 The Authority shall monitor compliance with this Directive by the Airlines and Licensed Travel Agent and may inspect or assess the adherence of the provisions herein.

11.2 Airlines and Licensed Travel Agents shall cooperate fully with the Authority in any investigation, inspection, or mediation conducted under this Directive. Failure to cooperate may be considered a factor in any determination of non-compliance.

12. Transitional and Final Provisions

12.1. Transitional Period

Airlines and Licensed Travel Agents shall have a period of ninety (90) calendar days from the effective date of this Directive to bring their internal processes, complaint-handling mechanisms, and published information into full compliance with the requirements herein.

12.2. Amendment and Review

The Authority reserves the right to amend, supplement, or revise this Directive at any time, in consultation with relevant stakeholders and in alignment with evolving international best practices. Any amendment shall be notified to affected parties and shall take effect on the date specified by the Authority.

12.3. Severability

If any provision of this Directive is found to be invalid, unlawful, or unenforceable, such invalidity, unlawfulness, or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Directive.

12.4. Publication and Effective Date

This Directive shall be published on the Authority's official website and shall come into effect on the date specified therein.