Passenger Rights and Airline Liability Under Nigerian Aviation Law: A Critical Examination of the Civil Aviation Act 2022 and Nig.CARs 2023

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Abstract
The Nigerian aviation industry has, over the past two decades, witnessed a steady expansion in passenger traffic alongside a corresponding rise in consumer complaints concerning flight delays, cancellations, denied boarding, and loss of baggage. This article critically examines the legal framework governing passenger rights and airline liability in Nigeria, with particular focus on the Civil Aviation Act 2022 and the Nigerian Civil Aviation Regulations 2023 (Nig.CARs 2023), notably Part 19 on Consumer Protection. The article traces the historical evolution of Nigerian aviation law from the Warsaw Convention regime through the Montreal Convention 1999 to the present statutory framework, and evaluates the extent to which the current regime achieves an appropriate balance between airline commercial viability and passenger protection. Drawing on judicial authorities such as Cameroon Airlines v Otutuizu and Harka Air Services v Keazor, the article assesses how Nigerian courts have interpreted carrier liability, jurisdictional questions, and the limits of statutory compensation. The article identifies persistent gaps, including weak enforcement capacity within the Nigerian Civil Aviation Authority, low public awareness of statutory entitlements, and the absence of an efficient alternative dispute resolution mechanism for aggrieved passengers. It concludes with recommendations for strengthening the regulatory architecture, including enhanced sanctions, mandatory disclosure obligations, and a dedicated passenger rights tribunal.

Keywords: *passenger rights, airline liability, Civil Aviation Act 2022, Nig.CARs 2023, Montreal Convention, consumer protection, Nigerian Civil Aviation Authority, aviation law*

I. Introduction

Air transportation occupies a position of considerable economic and social importance in Nigeria, a country whose geography, population size, and commercial ambitions make aviation an indispensable mode of long-distance travel.[1] The growth of the sector has, however, been accompanied by a persistent pattern of consumer grievance. Flight delays, arbitrary cancellations, denied boarding arising from overbooking, and the loss or damage of checked baggage remain recurrent features of the Nigerian air travel experience.[2] These recurring failures raise a fundamental question of legal policy: to what extent does Nigerian law protect

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[1] See generally International Air Transport Association, Nigeria Aviation Industry Report (IATA 2023).

[2] A Akinkugbe, 'Consumer Protection in the Nigerian Aviation Industry: Balancing Profitability and Passengers' Rights' (AO2LAW, 2025) https://ao2law.com/consumer-protection-in-the-nigerian-aviation-industry-balancing-profitability-and-passengers-rights/ accessed 08 July 2026.

the ordinary air traveller, and what remedies exist when an airline fails to honour its contractual and statutory obligations.

This article undertakes a critical examination of the current legal architecture governing passenger rights and airline liability in Nigeria, anchored principally on two instruments. The first is the Civil Aviation Act 2022, which repealed the Civil Aviation Act 2006 and reconstituted the regulatory mandate of the Nigerian Civil Aviation Authority (NCAA).[3] The second is the Nigerian Civil Aviation Regulations 2023 (Nig.CARs 2023), a subsidiary regulatory instrument issued by the NCAA pursuant to its statutory rule making power, of which Part 19 deals specifically with consumer protection.[4]

The article proceeds in eight parts. Part II situates the Nigerian regime within its international legal context, tracing the reception of the Warsaw and Montreal Conventions into domestic law. Part III examines the structure and key provisions of the Civil Aviation Act 2022. Part IV undertakes a detailed analysis of Nig.CARs 2023 Part 19, focusing on denied boarding, delay, cancellation, and baggage provisions. Part V reviews the leading judicial authorities that have shaped Nigerian carrier liability jurisprudence. Part VI addresses the perennial question of jurisdiction. Part VII offers a critical evaluation of the regime's shortcomings, and Part VIII proposes reform measures before the article concludes.

II. The International Legal Foundation: From Warsaw To Montreal

Nigerian aviation liability law cannot be properly understood without reference to the international conventions from which its central principles are drawn. Nigeria was a party to the Warsaw Convention 1929, as amended by the Hague Protocol 1955, which for much of the twentieth century governed the liability of international air carriers for death, injury, delay, and baggage loss.[5] The Warsaw regime was characterised by relatively low, fixed limits of liability, a feature that generated sustained criticism from consumer advocates who considered the limits inadequate compensation for loss of life or serious injury.[6]

The Montreal Convention 1999 was designed to modernise and unify the fragmented Warsaw system, introducing a two tier liability structure for death and bodily injury, an obligation on carriers to make advance payments to meet the immediate economic needs of claimants, and a fifth jurisdiction (the passenger's principal and permanent residence) in which claims could be brought.[7] Nigeria domesticated the Montreal Convention through the Civil Aviation Act 2006, and this domestication has been carried forward and reinforced under section 55 of the Civil Aviation Act 2022, which provides that the Convention shall have the force of law and shall apply to both international and non-international carriage by air within Nigeria, irrespective of the nationality of the aircraft performing the carriage.[8]

This extension of the Convention's application to domestic, and not merely international, carriage is a notable feature of Nigerian law and departs from the ordinary scope of the Convention itself, which is expressed to apply to international carriage.[9] The effect is that a

[3] Civil Aviation Act 2022, s 4.

[4] Nigerian Civil Aviation Regulations 2023, Part 19 (Consumer Protection), Nigerian Civil Aviation Authority, effective 17 May 2023.

[5] Convention for the Unification of Certain Rules Relating to International Carriage by Air (Warsaw, 12 October 1929), as amended by the Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air (The Hague, 28 September 1955).

[6] PS Dempsey, 'The Warsaw Convention at Seventy Five' (2005) 70 Journal of Air Law and Commerce 175.

[7] Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 28 May 1999) arts 21, 28, 33(2).

[8] Civil Aviation Act 2022, s 55(1) and (2).

[9] Montreal Convention 1999, art 1(1); cf Civil Aviation Act 2022, s 55(1), extending application to non international carriage within Nigeria.

Nigerian passenger travelling wholly within Nigeria enjoys, at least in principle, a liability framework broadly analogous to that available to an international traveller, subject to the specific monetary limits set by the Convention as modified by Nigerian legislation.

III. The Civil Aviation Act 2022: Structure and Significance

The Civil Aviation Act 2022 represents a substantial reworking of the statutory framework that had governed Nigerian civil aviation since 2006.[10] The Act reconstitutes the NCAA as the principal regulatory authority, vesting it with expansive powers of licensing, certification, economic regulation, safety oversight, and consumer protection.[11] Section 8 of the Act empowers the Authority to make regulations touching on the registration of aircraft, environmental protection, airworthiness certification, personnel licensing, and, significantly, the orderly development of the Nigerian air transport sector for efficiency, regularity, and consumer satisfaction.[12] It is this rule making power that provides the legal basis for Nig.CARs 2023. Several provisions of the 2022 Act bear directly on passenger welfare. Section 78 confers on the Authority the power to impose civil penalties for violation of the Act or of any rules, regulations, orders, or directives made under it, thereby furnishing an enforcement mechanism distinct from private litigation.[13] Section 102 specifically addresses compensation schemes for passengers and other consumers of aviation services, signalling legislative recognition that compensation is a distinct regulatory concern separate from ordinary contractual damages.[14] Section 85 deals with matters of onboard conduct and unruly passenger behaviour, imposing on the pilot in command a duty to take reasonable measures to secure the safety of the aircraft and its occupants, while also criminalising acts of intimidation, assault, or interference with crew members and navigational equipment.[15]

The Act also addresses institutional matters relevant to the vindication of passenger rights, including the essential service designation of aerodrome operations under section 29, which restricts the capacity of aviation workers to embark on strike action, a provision with obvious implications for the reliability of scheduled services.[16] Taken as a whole, the 2022 Act reflects an intention to modernise Nigerian aviation regulation in line with contemporary International Civil Aviation Organisation (ICAO) standards, while consolidating consumer protection as an express statutory objective rather than a mere incident of general contract law.[17]

IV. Nig.CARs 2023 Part 19: The Consumer Protection Regime

The most detailed and operationally significant provisions affecting the ordinary air passenger are not found in the primary Act itself but in the subsidiary regulations issued pursuant to it. Nig.CARs 2023, which took effect on 17 May 2023, is divided into numerous parts addressing airworthiness, personnel licensing, operations, security, and, of central relevance here, Part 19, titled Passengers' Rights and Responsibilities.[18]

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[10] Civil Aviation Act 2022, s 1, repealing the Civil Aviation Act 2006.
[11] ibid s 4.
[12] ibid s 8.

[13] ibid s 78.
[14] ibid s 102.
[15] ibid s 85(1), (3) and (4).
[16] ibid s 29.
[17] International Civil Aviation Organisation, Annex 17 to the Convention on International Civil Aviation (Security), 11th edn, 2020.
[18] Nigerian Civil Aviation Regulations 2023, Part 19, S I No 000 of 2023, Federal Republic of Nigeria Official Gazette No 167.

Part 19 addresses a cluster of recurring passenger grievances: denied boarding arising from overbooking, delayed and cancelled flights, delayed, damaged, or lost baggage, and the particular needs of persons with reduced mobility and the families of accident victims.[19] The Regulations define compensation broadly to include direct and indirect monetary and non-monetary benefits offered to passengers whose rights have been infringed, a formulation wide enough to capture cash payments, meal and accommodation vouchers, rebooking on alternative flights, and future travel credit.[20] In relation to denied boarding, the Regulations require that where a passenger holding a confirmed reservation is involuntarily denied boarding, typically as a result of an airline overselling a flight beyond its seating capacity, the airline must offer reimbursement of the unused portion of the ticket, practicable re-routing to the passenger's final destination, and compensation calculated by reference to the length of resulting delay and the price of the ticket.[21] Airlines are, in the first instance, expected to call for volunteers willing to surrender their reservations in exchange for agreed benefits before resorting to involuntary denial of boarding, a practice that mirrors comparable regimes in the United States and the European Union.[22] For flight delays and cancellations, the compensation threshold is generally linked to a period of three hours or more measured against the scheduled departure time, at which point the airline becomes liable to provide meals, refreshments, communication facilities, and where an overnight stay becomes necessary, hotel accommodation and transportation.[23] Where the delay or cancellation is attributable to the airline's own operational failure rather than to extraordinary circumstances beyond its control, such as adverse weather, air traffic control restrictions, or security threats, the passenger becomes entitled to monetary compensation, commonly computed as a percentage of the ticket price scaled to the length of the delay.[24] Where a flight is cancelled altogether, the passenger is entitled to a full refund or, at the passenger's election, re-routing to the final destination at the earliest opportunity, together with compensation for demonstrable additional costs or losses occasioned by the cancellation.[25] On baggage, the Regulations, read alongside the Montreal Convention as domesticated under the Act, impose liability on the carrier for destruction, loss, damage, or delay of checked baggage occurring during the period the baggage was in the carrier's charge, subject to the monetary limits fixed by the Convention unless the passenger has made a special declaration of interest in delivery at destination.[26] Refund of baggage fees is stipulated where checked baggage is not delivered within twenty four hours of the arrival of the flight, reflecting a practical recognition that even short term deprivation of baggage causes inconvenience warranting a remedy independent of proof of permanent loss.[27]

Part 19 further imposes disclosure obligations on airlines, travel agents, and tour operators, requiring that passengers be informed, at the point of booking and again at check in, of their statutory entitlements in the event of denied boarding, delay, or cancellation.[28] This

[19] ibid, definitions and scope provisions.
[20] ibid, definition of 'Compensation'.
[21] ibid, IS 19.6.
[22] Templars ThoughtLab, 'The Flight Disruptions Puzzle: A Guide to Passenger Rights and Airline Obligations' (Templars, October 2025) 2.
[23] Nigerian Civil Aviation Regulations 2023, Part 19, IS 19.7.
[24] ibid; see also Resolution Law, 'Compensation for Flight Delays and Cancellations in Nigeria' (Resolution Law, 2024).
[25] Templars ThoughtLab (n 22) 3.

[26] Montreal Convention 1999, arts 17(2) and 22(2), as applied by Civil Aviation Act 2022, s 55.
[27] AOC Solicitors, 'Ten Rights of Airline Customers Under Aviation Law' (AOC Solicitors) https://aocsolicitors.com.ng/ten-rights-of-airline-customers-under-aviation-law/ accessed 12 August 2026.
[28] Nigerian Civil Aviation Regulations 2023, Part 19, IS 19.2.

transparency requirement is reinforced by the Federal Competition and Consumer Protection Act 2018, which applies horizontally across sectors, including aviation, and mandates fairness and disclosure in consumer transactions generally.[29] The overlapping application of sector specific aviation regulation and general consumer protection legislation gives Nigerian passengers, at least in theory, a dual avenue of recourse: a specialised complaint to the NCAA's Consumer Protection Department, and a general consumer complaint under the Federal Competition and Consumer Protection Commission's mandate.[30]

V. Judicial Interpretation of Carrier Liability

Nigerian courts have, over several decades, developed a body of jurisprudence interpreting the liability of air carriers, much of it decided under the predecessor 2006 Act and the earlier Warsaw regime, but remaining instructive for the interpretation of the current framework given the continuity of underlying principles. The leading authority is the Supreme Court's decision in *Cameroon Airlines v Otutuizu*, in which the respondent, having booked a flight destined for Swaziland via Cameroon, was instead diverted to South Africa, detained, and deprived of personal effects valued at twenty thousand United States dollars, which were never returned.[31] The trial court awarded damages, later varied on appeal, and the matter proceeded to the Supreme Court on several issues, including whether the Warsaw Convention's liability limits applied. The Court, per Rhodes Vivour JSC, held that a carrier cannot avail itself of the Convention's limitation of liability where the loss results from the carrier's own wilful misconduct, and further observed that an international convention of this kind is intended to provide a uniform code which signatory states are obliged to apply without recourse to their respective domestic law.[32] The decision remains the primary Nigerian authority for the proposition that Convention liability limits are not absolute and yield to proof of intentional or reckless wrongdoing on the part of the carrier or its agents.

A related line of authority addresses the standard of proof required of a claimant. In *Cameroon Airlines v Abdul Kareem*, the Court of Appeal held that it is not sufficient for a claimant merely to demonstrate that damage occurred intentionally or recklessly; the claimant must additionally show that the carrier had knowledge that damage would probably result from the relevant conduct before damages at large could be awarded.[33] This formulation places a demanding evidential burden on passengers, who must typically establish both the occurrence of loss and a state of mind on the part of the carrier sufficient to displace the ordinary limitation of liability. The Supreme Court's decision in *Harka Air Services (Nigeria) Ltd v Keazor* is similarly significant, reaffirming that once a contract of carriage is established through the issuance and acceptance of a ticket, the carrier assumes obligations enforceable independently of any separate tortious duty, and that the Montreal Convention, as domesticated, governs the rights and liabilities arising from that contract.[34] Earlier authority in *Oshevire v British Caledonian Airways Ltd* similarly confirms the applicability of Convention principles to claims arising from the carriage of persons and property by air within Nigerian jurisdiction.[35]

Taken together, these authorities establish several settled propositions of Nigerian carrier liability law: first, that a binding contract of carriage arises upon the issuance and acceptance of a valid ticket; second, that Convention liability limits apply as the default position but are

[29] Federal Competition and Consumer Protection Act 2018, ss 1, 104 to 130.
[30] Akinkugbe (n 2).
[31] Cameroon Airlines v Otutuizu (2011) 4 NWLR (Pt 1238) 512 (SC).
[32] ibid, per Rhodes Vivour JSC.
[33] Cameroon Airlines v Abdul Kareem (2003) 11 NWLR (Pt 830) 1, 20 (CA).
[34] Harka Air Services (Nigeria) Ltd v Keazor, discussed in Emirates Airline v Ngonadi (2014) 6 CLRN 189.
[35] Oshevire v British Caledonian Airways Ltd (1990) 7 NWLR (Pt 163) 507 (CA).

displaced by proof of wilful misconduct; third, that claimants bear a demanding burden of proving both loss and the requisite state of mind on the part of the carrier where limitation is sought to be displaced; and fourth, that Nigerian courts treat the relevant Conventions as embodying an autonomous, internationally uniform code rather than provisions to be construed solely by reference to domestic contract or tort principles.

VI. The Jurisdictional Question

A recurring procedural difficulty in Nigerian aviation litigation concerns the proper forum for passenger claims. Section 251(1)(k) of the Constitution of the Federal Republic of Nigeria 1999 vests the Federal High Court with exclusive jurisdiction over matters connected with or pertaining to aviation.[36] This constitutional allocation was affirmed by the Supreme Court in *Cameroon Airlines v Otutuizu* and again in *British Airways v Atoyebi*, both of which confirm that claims arising from international carriage by air fall squarely within the Federal High Court's exclusive competence.[37] The scope of this exclusivity is, however, not unlimited. In *Adelekan v Ecu Line NV*, the Supreme Court clarified that not every claim tangentially connected with carriage by air or sea falls within the Federal High Court's exclusive jurisdiction; simple claims sounding in ordinary contract or negligence may, depending on their true character, be properly commenced in the State High Court.[38] The Court of Appeal, per Orji Abadua JCA, in *KLM Royal Dutch Airlines v Taher*, further refined the test, holding that for the Federal High Court's aviation jurisdiction to be validly invoked there must in fact have been carriage of the passenger or goods by air, meaning that the passenger must have boarded the aircraft and been in the process of being carried, and a breach connected to that carriage must have occurred.[39] This jurisdictional dichotomy carries practical consequences for aggrieved passengers and their counsel. A claim arising, for example, from pre boarding conduct, such as denial of boarding at the check in counter before the passenger has physically entered the process of carriage, may present a more contestable jurisdictional picture than a claim arising from an incident during an already commenced flight. Careful pleading is therefore required to characterise the true nature of the claim and to select the appropriate forum, given that a jurisdictional misstep can result in the dismissal of an otherwise meritorious claim on purely procedural grounds, with attendant delay and cost to the passenger.

VII. Critical Evaluation: Gaps and Challenges

Notwithstanding the evident ambition of the Civil Aviation Act 2022 and Nig.CARs 2023 to establish a modern, passenger centred regulatory regime, several structural weaknesses persist and warrant critical scrutiny. First, enforcement capacity remains a significant constraint. While the Act confers on the NCAA broad powers to impose civil penalties under section 78, and Nig.CARs 2023 establishes a Consumer Protection Department to receive and process passenger complaints, anecdotal and documented evidence suggests that many airlines continue to resist prompt compliance with refund and compensation obligations, and that the practical remedy available to a frustrated passenger often depends on the passenger's own persistence in escalating a complaint rather than on proactive regulatory enforcement.[40] The gap between the text of the Regulations and their consistent operational enforcement remains, in the assessment of several commentators, one of the principal weaknesses of the current

[36] Constitution of the Federal Republic of Nigeria 1999 (as amended), s 251(1)(k).
[37] Cameroon Airlines v Otutuizu (n 31); British Airways v Atoyebi (2014) 8 CLRN, citing NWLR (Pt 570) 441.
[38] Adelekan v Ecu Line NV (2006) 12 NWLR (Pt 993) 33 (SC).
[39] KLM Royal Dutch Airlines v Taher [2014] 2 NWLR (Pt 1393) 137 (CA), per Orji Abadua JCA.
[40] Akinkugbe (n 2).

framework.[41] Second, public awareness of statutory entitlements is demonstrably low. The disclosure obligations imposed on airlines under Part 19 are frequently honoured in a perfunctory manner, with passenger rights notices displayed in fine print or embedded within lengthy terms and conditions that few travellers read prior to purchase.[42] Without a genuinely informed passenger base, the substantive rights conferred by the Regulations risk remaining largely theoretical for the ordinary domestic traveller who lacks legal representation and may not know how to lodge a complaint with the NCAA or pursue a claim before the Federal High Court. Third, the compensation thresholds and calculation methodologies under Nig.CARs 2023, while an improvement on the earlier 2012 iteration of Part 19, remain comparatively modest when measured against equivalent regimes such as European Union Regulation 261/2004, which prescribes fixed compensation sums calibrated to flight distance rather than a percentage of ticket price, thereby avoiding the perverse outcome whereby passengers who purchased low cost tickets receive correspondingly negligible compensation despite suffering equivalent inconvenience to full fare passengers.[43] A percentage based approach, as currently favoured under Nigerian practice, arguably undercompensates budget travellers for non-pecuniary harms such as lost time, missed connections, and disrupted itineraries.

Fourth, the dual track availability of remedies under sector specific aviation regulation and the general Federal Competition and Consumer Protection Act 2018 creates potential for jurisdictional overlap and forum confusion, with passengers uncertain whether to pursue a complaint through the NCAA, the Federal Competition and Consumer Protection Commission, or direct litigation before the Federal High Court.[44] The absence of a clearly signposted, low cost, and expeditious alternative dispute resolution mechanism dedicated to aviation consumer complaints, akin to ombudsman schemes operating in other jurisdictions, leaves litigation as the default recourse for many claimants, a route that is often disproportionately costly relative to the sums typically in dispute.[45] Fifth, the extension of Convention style liability to purely domestic carriage, while conceptually generous to passengers, has generated some doctrinal uncertainty as to the precise interaction between Convention derived limits and any residual common law or statutory remedies that might otherwise be available under ordinary Nigerian contract and tort principles, a question that has not been definitively resolved by the appellate courts in the period following the 2022 reforms.[46]

VIII. Towards Reform: Recommendations

Addressing the deficiencies identified above requires action on several fronts. Regulatory enforcement should be strengthened through the publication of aggregated, airline specific compliance data, enabling consumers to make informed choices and creating reputational incentives for compliance that complement the formal civil penalty regime under section 78 of the Act.[47] The NCAA's Consumer Protection Department should be resourced to process complaints within clearly published turnaround times, with automatic escalation procedures where an airline fails to respond within a prescribed period.

[41] ibid.
[42] Templars ThoughtLab (n 22) 2.
[43] Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, art 7.
[44] Federal Competition and Consumer Protection Act 2018, s 104.
[45] Resolution Law (n 24).
[46] See discussion in AVLRN, 'A Legal Diagnosis of International Aviation Law and its Domestication in Nigeria' (Nigerian Journals Online, 2023).
[47] Civil Aviation Act 2022, s 78.

Disclosure obligations should be reformed to require standardised, plain language passenger rights notices presented at the point of booking, at check in, and in the event of an announced delay or cancellation, rather than reliance on lengthy terms and conditions.[48] Consideration should also be given to adopting a fixed sum compensation model, calibrated to flight distance rather than ticket price, for material delay, cancellation, and denied boarding, in order to avoid the under-compensation of budget travellers and to bring Nigerian practice into closer alignment with international best practice.[49]

A dedicated, low cost alternative dispute resolution mechanism, whether constituted as a specialised aviation consumer tribunal or an ombudsman scheme operating under the auspices of the NCAA, would substantially improve access to remedies for passengers whose claims are individually modest in value but collectively significant in number.[50] Finally, greater judicial and regulatory clarity on the interaction between Convention derived liability limits and residual domestic remedies would reduce the doctrinal uncertainty currently facing litigants and their counsel.

IX. Conclusion

The Civil Aviation Act 2022 and Nig.CARs 2023 together represent a meaningful advance in the statutory architecture governing passenger rights and airline liability in Nigeria, consolidating and modernising a framework that had, under the 2006 Act and the earlier iteration of Part 19, become increasingly ill-suited to the scale and complexity of contemporary Nigerian air travel. The domestication of the Montreal Convention, the establishment of a dedicated consumer protection regime under Part 19, and the reinforcement of the NCAA's enforcement powers together signal a legislative and regulatory intention to place the ordinary passenger at the centre of aviation policy. Yet, as this article has demonstrated, the gap between statutory text and lived passenger experience remains considerable. Weak enforcement, limited public awareness, comparatively modest compensation methodologies, jurisdictional complexity, and the absence of an accessible dispute resolution mechanism continue to undermine the practical efficacy of an otherwise progressive legal framework. A truly passenger centred aviation regime in Nigeria will require not merely the enactment of protective rules, but sustained institutional commitment to their enforcement, public education as to their content, and the development of accessible remedial pathways proportionate to the modest, everyday nature of most passenger grievances. Until such institutional commitment materialises fully, the promise of the Civil Aviation Act 2022 and Nig.CARs 2023 will remain, for many Nigerian air travellers, only partially realized.

[48] Nigerian Civil Aviation Regulations 2023, Part 19, IS 19.2.
[49] Regulation (EC) No 261/2004, art 7.
[50] Compare the Civil Aviation Authority's Alternative Dispute Resolution Scheme operating in the United Kingdom under the Civil Aviation Authority (2015).