



DEPARTMENT OF ECONOMIC DEVELOPMENT – ABU DHABI

CONSUMER PROTECTION MANUAL

KNOW YOUR RIGHTS AS A CONSUMER



FIRST: Introduction

This Manual aims to introduce the reader to the provisions of the Consumer Protection Law in the United Arab Emirates. However, it should not be considered a comprehensive legal reference and does not replace the Law. The Manual shall be used as a tool to help understand the rights referred to as per the Law along with providing general guidelines to the consumers and suppliers that would contribute to consumer protection efforts and limit any disputes or disagreements between the consumer and the supplier.

THE EMIRATI CONSUMER PROTECTION LAW

The Consumer Protection Law No. (24) of 2006 has laid down the general rules for consumer protection and established the necessary mechanisms to activate the Law's role in the economic movement and enable transparency in commercial transactions in which the consumer is an integral part.

BASIC CONSUMER RIGHTS

1. The right to be protected against products, production processes and services that are harmful to consumers' health and safety.
2. The right to be informed of the facts that help them take sound purchase and consumption decisions.
3. The right to choose from a variety of alternative goods and services at competitive prices that ensure quality.
4. The right to have their opinions heard and their interests represented before the official and non-official bodies when it comes to developing goods and services.
5. The right to have their basic needs met in terms of essential services and goods, such as food, clothes, shelter, healthcare and education.
6. The right to be compensated and to receive a fair settlement of their legitimate claims, including compensation for poor goods or unsatisfactory services, or any other practices that prove harmful to the consumer.
7. The right to be educated and to receive the necessary knowledge and skills to wisely choose between goods and services, as well as the right to be aware of their basic rights and responsibilities and how to use them through sustainable awareness programs.
8. The right to live in a safe environment.



The Role of the Department of Economic Development – Abu Dhabi in Protecting the Consumers

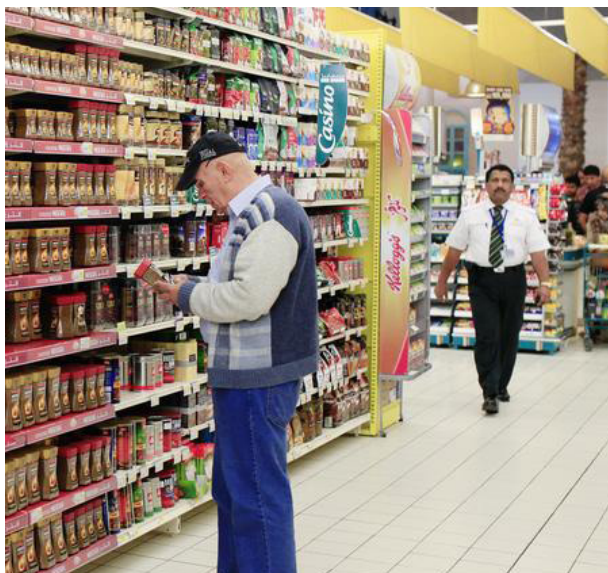
1. Educate the consumers and raise their awareness regarding their rights and responsibilities.
2. Preserve and defend the consumers' rights, uphold their issues in front of public and private bodies, and protect them against all kinds of goods and service-related fraud, counterfeit, deception and overpricing.
3. Receive consumers' complaints and provide enquiry services, or other services, that help support the consumers' interests and protect their rights across communication channels.
4. Implement all the consumer protection laws and regulations and take the necessary legal procedures in coordination with the competent authorities.
5. Propose laws and regulations that are related to consumer rights.
6. Refer unsettled disputes to the dispute resolution committee or the competent judicial bodies.
7. Support the government bodies concerned with consumer protection and inform them of all issues that are related to consumer rights and interests.
8. Prepare studies and research, organize conferences, seminars and courses, and hold exhibitions on consumer protection.
9. Represent the consumer before local and international committees and bodies that are concerned with consumer protection.



SECOND: Purchasing Commodities and Services

What are the basic conditions that must be present in the purchased commodity?

1. The commodity must have a satisfactory level of quality, available, and should match the specifications determined by the producer or the seller, or those which the consumer have demanded in writing.
2. Safe to use.
3. Free of any hidden defects that may reduce its value or render it unusable for its original purpose according to its nature or the provisions of the contract entered into between the supplier and the consumer, unless the supplier points out to the defect or if the defect is revealed through inspection prior to contracting.
4. Suitable for fulfilling the purpose for which it was originally purchased and which the consumer has been previously informed of.
5. Matches the description presented to the consumer by the producer or seller, or the description stated on the commodity's cover.
6. The use instructions must be clear and expressed using easy to understand language.



Is the supplier committed to placing labels on the commodity?

The supplier must place labels that include clearly written and easy to understand Arabic description on the commodity's cover or its container. The label must state the following:

1. The commodity's type, nature and ingredients.
2. The commodity's name.
3. Production or packaging date.
4. Expiry date.
5. Net weight.
6. Country of origin (full name of the country without abbreviations. The word (Made In) should also be included with the country of origin. No flag of other countries should be included other than that of the country of origin).
7. Country of export (if any).
8. How to use the product, if possible.
9. The measurement unit and the right scale that suits the commodity.
10. Arabic description of the commodity's rules of use and risks.



SECOND: Purchasing Commodities and Services

What are the supplier's obligations as per the Consumer Protection Law?

1. To place an announcement for the consumers in Arabic and English regarding the shop's return, exchange or refund policy in a prominent place inside the shop.
2. If a defect is found in a commodity, the supplier shall be committed to return, replace or fix the commodity according to the consumer's requirement taking into consideration the commodity's nature. If the consumer chooses to have the defect fixed, the supplier must inform the consumer of the defect type, spare parts needed and the cost. Moreover, a similar commodity must be provided if fixing the defect takes 14 days or more.

Does the consumer have the right to request the bill when purchasing any commodities or services?

The supplier shall be committed to providing the consumer with a bill in Arabic that proves the transaction fulfilled or the contract entered into regarding the commodities or the services. In addition to that, no further financial or non-financial amounts shall be charged on the consumer.

The bill must state the following:

1. The supplier's name and address.
2. The commodity's definition.
3. The sale unit.
4. The commodity's quantity or the number of sold units.
5. The commodity's price in UAE Dirhams.
6. The guarantee must be mentioned in case there is no dedicated guarantee document.
7. The commodity or service provided to the consumer must match the approved and declared standard specifications, and failure to adhere to the public health and safety requirements shall also be checked.
8. Weighing, counting or measuring the measurable commodity in front of the consumer so that he/she can witness the

entire process first hand. If the commodity is previously packaged, the consumer may request the supplier to weigh, measure or count the commodity again in his/her presence.

9. Provide after-sale services which include the provision of spare parts and maintenance of durable commodities for a minimum period of five years or for a period commensurate with the nature of the commodity.

Does the consumer have the right to receive a bill when purchasing by installments?

In case of installment sale, the bill must include the following additional details:

1. The total amount of installment for the commodity or service.
2. The commodity's actual price and how the annual return is calculated (the interest)
3. Start date of the return calculation.
4. The number of installments and the amount of each.
5. The installment period.
6. The amount that needs to be paid in advance, if any.
7. The penalties that shall be imposed on the buyer in case he/she fails to or delays the payment of the installments.
8. The rights and obligations of the contracting parties to own or dispose of the commodities or services during the installment period.
9. A statement that proves the consumer has read and accepted the additional details.



What about purchasing used commodities? What are the supplier's obligations in this regard?

The consumer shall have the same rights when purchasing used commodities, and the supplier who showcases used or refurbished commodities or commodities that include defects that do not pose any danger or harm to the consumer's health or safety must declare the condition of the concerned commodity in a clear way on the commodity itself as well as in the place in which he/she practices his/her activity. The supplier must also indicate the commodity's condition in his/her contract with the consumer or in the invoice he/she issues.

What are the recommendations when purchasing a used commodity?

1. No to rush the contracting process and inspect the quality of the commodity and the advertised price.
2. Bring someone else with you to inspect the commodity and assess its quality and to witness the contract.
3. Write down the agreement between the two parties, provide a detailed description of the commodity and have the same signed by the parties to avoid any issues related to the ownership of the commodity and its transfer from the seller to the consumer.
4. Agree with the supplier on the additional expenses that he/she shall bear, if any, in addition to the commodity's price, including but not limited to, transport, installation or other costs.

SECOND: Purchasing Commodities and Services

Can the consumer choose how defective commodities are processed?

In case it is proved that the commodity has a hidden or apparent defect, the consumer shall have the right to either replace or fix the commodity or receive a refund, provided that the type and nature of the commodity as well as the period during which the consumer used the commodity are taken into consideration. On this basis, the consumer shall have the right to request an alternative commodity that he/she can use until the replacement or the free-of-charge fixing procedures are finished.

What do we mean by “Service”?

The service is an agreement established between the supplier and the consumer for conducting a specific work (which includes providing benefit to others), especially with respect to high-value services. Therefore, the consumer is advised to be careful when selecting a service, and must request a written and detailed quote for the service. Moreover, the consumer must discuss all of the contract’s details ahead of contracting, which includes: Auto maintenance workshops, tailoring shops, barbershops, among others.

What are the service specifications?

1. Conduct the job professionally and skillfully as per the common rules of the profession.
2. Provide the service in return for a proper fee in case the parties have not previously agreed upon a specific fee.
3. Provide the service within a reasonable time period in case the parties have not previously agreed upon a specific time.

Who is to blame for failing to provide the service?

In case the supplier fails to provide the service, he/she must either return the amount that the consumer has paid or perform the service again correctly as per the consumer’s wish.

What do we mean by misleading advertisement?

It is the type of advertisement in which the commodity’s description does not match the facts, which may directly or indirectly lead to an unrealistic impression that misleads the consumer and forces him/her to purchase the commodity or request the service.

What are the conditions of the commodities and services promotional ads and campaigns?

The supplier shall have the right to conduct whatever promotional ads and activities he/she deems necessary to promote and market the commodities and services that he/she offers as per the applicable legislations in the Emirate. In general, the supplier must abide by the following:

4. To be serious in implementing the promotional ads and offers.
5. To create accurate and clear promotional ads or campaigns.
6. The promotional ad or offer must match the commodities being promoted. It is also important to avoid misleading the consumers by offering commodities that are not included in the promotional offer or in a way that suggests that they are included in it.
7. Inform the consumers of all the terms and conditions that apply to the offer prior to contracting.
8. Refrain from using aggressive promotion methods or violating the consumers’ privacy.

THIRD: The Guarantees

What does guarantee mean?

It is any written or implied acknowledgement that is issued by the supplier or his/her representative which states that the commodity or service subject to guarantee is free from any defects and that it conforms to the approved standard specifications. In this acknowledgement the supplier also undertakes to fix any defect that may affect the commodity or the service within a specific time period as per the contract's conditions.

What are the conditions of the guarantee?

1. The conditions are specific and clear in terms of their details, duration and the defects being covered.
2. The conditions are available and the consumer is made aware of them prior to making the purchase decision.
3. These conditions do not limit the seller's or manufacturer's responsibility with respect to the commodity's defects.
4. These conditions include all the instructions for submitting complaints.

Is it possible to extend the guarantee period?

The supplier may provide additional guarantee for an extended period that commences after the original guarantee ends during or after the purchase.

What are the conditions of the extra guarantee period?

1. The consumer shall not be obligated.
2. The guarantee shall not be provided to the consumer as long as it covers the same rights and period of time that the original guarantee covers.

What is the responsibility for a third party interfering in the guarantee?

The guarantees often state that if a third party fixes the commodity, the consumer loses his/her right to take advantage of the guarantee. Therefore, the consumer is advised to review the guarantee document before resorting to any third party.

What procedures should the consumer take to submit a complaint in relation to the guarantee?

3. Submit a written complaint to the supplier as soon as possible and keep a copy of the same.
4. Highlight the defect in the commodity and submit a proof of purchase from the supplier.
5. Identify the consumer's objective behind submitting such a complaint.
6. Request the supplier to respond to the complaint whereby the supplier determines his/her responsibility toward the defect and what actions he/she will take to fix it.
7. Determine the period of time needed to fix or replace the commodity.

FOURTH: Contractual Conditions

General tips for suppliers when contracting

We recommend taking the following points into consideration when drafting contract templates:

1. In terms of form: The contract's design must be practical and clear for the consumer whereby the conditions and terms that the consumer must be aware of are written in a clear and large font. On the other hand, the things that the consumer is not required to adhere to shall be written in a normal font and on the margin. To achieve this practical design, we recommend referring to the consumers' previous complaints and present the contracts' designs and their initial format to the consumers to make sure they are clear and suit their interests.
2. In terms of the sequence of information: The contract must be designed to suit the consumer's knowledge whereby a simple summary of the contract is presented at the beginning of the contract. The summary shall specify the key contractual elements which could lead to a misunderstanding. It is also important to ensure that the employees who deal with the customers are fully aware of the terms and conditions and are capable of answering the consumers' questions clearly and accurately.
3. In terms of the contract's language: The contract must be written in a simple language that is easy to understand by the regular, non-specialized person. The contract's language, conditions and terms must be easy to understand by the consumer who has no prior knowledge or experience with the area of work and to avoid using any legal or technical terms that are related to the service or the field of work.

General tips for consumers when contracting:

1. Request offers from multiple suppliers to allow you to compare the prices and services.
2. Choose the companies or shops that have good reputation in the market.
3. Protect your personal information and give it only to those you trust.
4. Take your time in reading the contract, its conditions and appendices carefully, including the conditions that are written using small font, and do not allow anyone to force to sign the contract before you finish reading it.
5. Request any clarifications that you wish to receive from the supplier's representatives regarding the contractual conditions and terms.
6. Ask the supplier to provide you with all the additional promises in writing upon commencing the sale process.
7. Carefully read the guarantees provided to you by the supplier.
8. Try to pay the contract's value in several installments and do not pay the amount in full before the contract is fully executed.



FIFTH: Complaints Procedures:

What are the procedures for submitting complaints to the Department of Economic Development?

Complaints can be submitted via any of the following channels:

1. Abu Dhabi Government Contact Center at 800555
2. Email: contact@abudhabi.ae
3. Personal visit to the Department of Economic Development
4. The Department's social media channels.

What are the procedures that the Department takes upon receiving complaints?

1. The complaint is verified by the Consumer Protection Department and the complainant is then contacted to acquire further details, when needed.
2. The commercial establishment is then contacted and informed of the complaint filed against along with its details according to what the complainant states. Also, the Department listens to the commercial establishment's statements and checks any proofs that it may submit in this regard.
3. The Department contacts all parties to reach an amicable or legal agreement between them as per the requirements of the complaints and the consumer protection laws.

The following details must be provided:

1. Name of the complainant, mobile phone number, and email address, if any.
2. Copy of the complainant's identity.
3. Purchase invoice or any other documents that prove the commercial transaction conducted between the two parties.

Important Notice

To ensure that you receive the best solution for your complaint, kindly keep the purchase invoice or the guarantee or any other document that proves you received the commodity or service at all times. We also request that you provide us with accurate and specific information in the complaint so that our employee can follow up on these complaints and provide you with a suitable solution as soon as possible.

