

Aviation Adjudication Scheme
Report of the Independent Assessor
For the period 1 April 2025 to 30 September 2025

1. Introduction

This is my latest report relating to this Scheme, which is run by CEDR (the Centre for Effective Dispute Resolution). It deals with complaints made against subscribing airlines and airports.

This report covers the six-month period from 1 April 2025 to 30 September 2025.

2. Background

I am an independent consultant. I work remotely and I am not an employee of CEDR. I am not involved in direct case handling or advice; my role is exclusively to act as an Independent Assessor.

CEDR is a registered charity and non-profit organisation. It provides independent dispute resolution for consumers who experience problems with a company and have exhausted its internal complaints procedure.

3. My Role

There are two aspects to my role:

- (i) To review cases that have been escalated to me. This happens when a user of the Scheme has complained and, having been through CEDR's complaints review process, remains dissatisfied. Under my Terms of Reference and the Scheme's rules I can consider complaints about certain elements of CEDR's quality of service, e.g. alleged administrative errors, delays, staff rudeness or related matters.

I can also review complaints where the customer:

- (a) believes that in reaching an adjudication outcome relevant information was ignored and/or irrelevant information was taken into account; and/or
- (b) feels that an adjudicator has made an irrational interpretation of the law, although it should be noted that whilst I am "*not expected to consider whether the adjudicator made an irrational interpretation of the law...*" nevertheless I am able to "*consider whether the Stage 2 review thoroughly considered the issue.*"

- (ii) To review complaints about the Scheme as a whole and produce a report every six months. This is based upon my examination and analysis of all or some (as I deem appropriate) of the complaints handled by CEDR, along with any cases that were escalated to me.

4. Aviation Adjudication Scheme Complaints Review Policy and Process

CEDR's Complaints Review Policy and Process explains its scope, along with the two internal stages of review that take place before, if necessary, a complaint is referred to me. It provides clear information about timescales and what can be expected. In brief, if after the Stage 1 response complainants remain dissatisfied, they can ask for escalation to Stage 2 of the process, in which a senior manager will review the complaint. If this does not resolve the matter, it can be referred to me for independent review at Stage 3.

5. My Findings

During the six month review period the Scheme dealt with the following (previous six month period shown in brackets):

- 5,238 [7,258] new applications were received in relation to the Aviation Adjudication Scheme;
- 2,110 [922] cases received a final decision from an adjudicator;

- 2,661 [3,804] cases were settled by the airline or airport;
- 831 [416] were withdrawn by consumers specifically; and
- remaining cases are either still in progress or closed as being ineligible.

It will be noted that, for this period, whilst the numbers of applications received and settled cases decreased (-2,020 and -1,143 respectively), the numbers of final decisions and cases withdrawn increased (+1,188 and +415 respectively).

CEDR received **20** formal aviation complaints in the reporting period, of which **17** were completed during the period. The remaining three are still in progress, the responses being due in October.

As regards the 17 completed complaints:

- 0 complaints were fully upheld;
- 3 were partially upheld;
- 11 complaints were not upheld; and
- 3 complaints were ruled out-of-scope.

15 complaints were closed at Stage 1 (including 3 ruled out of scope). During this period 2 were escalated to Stage 2, but neither was upheld.

A total of £355.00 was awarded for goodwill payments.

I have reviewed each of the 17 complaints and, based upon the information available to me, I consider that the reviews and outcomes were appropriate.

Upheld complaints

No complaints were fully upheld.

Upheld in Part

Three complaints were partially upheld:

- 1) Concerned the re-booking of a flight and the alleged failure of the airline to make proper alternative arrangements. The complaint was that the adjudicator had failed to take account of material information and had misinterpreted the law. Whilst it was found that that the adjudicator had not ignored relevant information nor considered irrelevant information, nevertheless it was found that he had made an irrational interpretation of the law in one respect, relating to the application of Article 8. For this, a goodwill payment of £100.00 was offered. In addition, £25.00 was awarded as it was felt that the adjudicator had not explained his decision sufficiently. A further £30.00 was awarded because a particular document had not been provided in large format as requested (though this was not a disability issue and related only to the legibility of that document). The total goodwill payment was therefore £155.00.
- 2) Again concerned cancelled flights and the alternatives offered. The complaint was that the adjudicator had failed to take account of material information and had misinterpreted the law. The decision was that some elements of the complaint were out-of-scope and so could not be considered. As regards those elements in scope, it was decided that the adjudicator had not ignored relevant information or considered irrelevant information, nor made an irrational interpretation of the law. However, it was felt that the adjudicator's decision lacked clarity in certain respects and was "at times confusing". A goodwill payment of £75.00 was therefore offered.
- 3) The complaint was that the adjudicator had ignored case law and Council Directive 93/13/EEC, as (so it was alleged) terms and conditions had not been sufficiently drawn to her attention. It was decided

that the adjudicator had not made an irrational interpretation of the law and therefore the complaint was not upheld. However, it was also decided that the adjudicator did not follow best practice by explaining more specifically the reasons for his decision. A goodwill payment of £75.00 was therefore offered.

Not upheld

11 complaints were not upheld:

- 1) Involved considerable confusion regarding which scheme the customer should complain to in respect of her holiday. It appeared that the customer had been given appropriate advice, but had failed to follow it. Accordingly, it was found that the case had been handled correctly and the complaint was not upheld. That said, it was felt that the customer had not had a very satisfactory experience and a goodwill payment of £50.00 was offered.
- 2) The customer had specified a requirement for a window seat when booking his flight. The airline failed to provide the window seat and the customer claimed it was a breach of contract. It was decided that the adjudicator had considered all relevant evidence and had not made an irrational interpretation of the law. The complaint was not upheld.
- 3) The customer disagreed with the process and the adjudicator's decision and claimed that he had failed to take account of relevant information. The customer claimed that the adjudicator "*did not review the case correctly*" and therefore he wished "*to complain about the process and [the adjudicator's] performance*". It was decided that the adjudicator had not ignored relevant information and therefore the complaint was not upheld.
- 4) The customer claimed that the adjudicator was both biased and racist and had ignored the facts, favouring the version of events put forward by the airline. Some elements of the complaint were out-of-scope, and regarding those that were not, it was decided that the adjudicator had taken into account all relevant information and had not taken into account irrelevant information. The complaint was therefore not upheld.
- 5) It was alleged that the adjudicator had made a decision in relation to a matter that the customer had not asked to be decided. The claim concerned a delay to a flight and a loss of luggage, but the customer did not want the latter to be addressed, as he wished to bring a separate claim. It was pointed out that it is not possible to bring more than one claim for the same flight. The decision was that the adjudicator had not acted unreasonably in considering the delay and the loss together and therefore the complaint was not upheld.
- 6) This complaint concerned a dispute over the customer's arrival time at a check-in desk. The argument was over timings for travel to the airport, as the customer had missed the deadline for check-in and as a result had missed his flight. The customer alleged that the adjudicator did not take into account travel and arrival times. There was no evidence to suggest that the adjudicator was manifestly wrong or had ignored relevant information and the complaint was not upheld.
- 7) The customer complained that the adjudicator had ignored important facts and taken into account irrelevant or incorrect information. The case concerned lost luggage and a claim for compensation. Essentially, the customer did not agree with the decision. It was found that there was no irrational interpretation of the law and that no relevant information had been ignored and so the complaint was not upheld.
- 8) The complaint related an alleged "*failure to adjudicate on the merits*" and "*procedural unfairness*". It was claimed that the merits of the claim had not been considered because it had been dismissed on a procedural point. The customer had engaged the services of a claims management firm and had signed a 'Certificate of Authority', which purported to confer only representative rights on the third party. The adjudicator ruled that the Certificate actually assigned the claim itself to the third party. The

third party contested this, alleging that it was irrational. It was decided that the adjudicator's interpretation of the law was not irrational and that he was entitled to draw this conclusion. Because the claim had been assigned, the customer therefore had no rights to claim under the Regulations and so the claim was not upheld.

- 9) This complaint has almost identical facts to case 8 above and involved the same third party claims firm. It also was not upheld for the same reasons. However, the case was escalated to Stage 2. The Stage 1 decision was upheld and it was ruled that, despite previous adjudicators (apparently) reaching a different conclusion as regards the import of the Certificate of Authority (i.e. that it did not assign the claim), such decisions are not binding on future adjudicators, who decide each case on its merits.
- 10) This case concerned the downgrading of a ticket and it was alleged that the adjudicator's interpretation of the Regulations was legally flawed. The customer asked for the CEDR to re-open the case due to an alleged material error. It was found that the adjudicator did not make an irrational interpretation of the law nor did he ignore relevant information. The complaint was not upheld.
- 11) The customer complained that she was not offered a re-routing at a convenient time and that the adjudicator had made an irrational interpretation of the law (specifically 261/2004, Art. 8). Her complaint was not upheld. There had been no irrational interpretation of the law and the adjudicator's decision was not unreasonable.

Out of scope complaints

- 1) This complaint was that the customer's friend had received a different adjudication on what were similar facts. The case concerned cancelled flights. The decision was that it is possible for two adjudicators to reach different decisions on the same facts and that this does not imply that a mistake has been made. Held to be out-of-scope.
- 2) The customer complained that new evidence received after the adjudicator's decision had been made was not considered and that a refusal to re-open the case was neither fair nor impartial and demonstrated a lack of transparency. The complaint was ruled out-of-scope.
- 3) An unusual case, as the customer did not wish to overturn the adjudicator's decision nor re-open the case, but merely complain about compliance with the eight-week time period and the need for proof of posting. The eight-week period had not expired and there was no proof that the complaint had been posted after expiry. The complaint was ruled out-of-scope.

Stage 3 Review

In my previous report in March 2025 I referred to a case that had been assigned to me at Stage 3, for which my decision was due to be delivered by 26 May, after the completion of the report.

The customer had alleged that material legal and procedural errors were not adequately reconsidered at Stage 2, specifically as regards the method of reimbursement, the alleged failure to verify whether his consent had been obtained for the payment method and the Principal Adjudicator's opinion that the issue was not raised during adjudication. He asserted that the Stage 2 response adopted an 'excessively narrow and technical view' of the purpose and intent of Regulations and Guidance and did not thoroughly reconsider all the issues, specifically the regulatory guidance, the passenger-focused purpose of the Regulations and the application of relevant law to the case by the adjudicator.

The complaint was concerned mainly with reimbursement of the customer's ticket and the method used for payment. The customer argued that the adjudicator had made an irrational interpretation of the law. However, his claim was rejected at both Stage 1 and Stage 2. He raised the same arguments at Stage 3, but I found no basis upon which I could come to a different conclusion to the adjudicators at Stages 1 and 2 and therefore rejected the complaint.

6. Conclusion

Whilst I draw no specific conclusions, I was nevertheless interested to note the two cases (8 and 9 under *Not Upheld*, above), where a third party claims firm had been engaged by the customer. Both were rejected because it was decided that the customers had actually assigned their claims to the firm rather than simply granted representation rights. I have not had sight of the Certificate of Authority, of course, so I cannot express any view on its interpretation. In any event, it would not be appropriate for me to do so. Whilst noting that each adjudication is made on the merits of the particular case, nevertheless, I am interested that apparently previous adjudicators had made a different interpretation of the document and I can appreciate that this would cause some confusion for customers and their representatives.

I also noted that in each of the three cases that were partly upheld, there was a finding that the adjudicator's decision, though correct, lacked clarity or the reasons for the decision were not explained sufficiently. This raises a slight concern, as it resulted in goodwill payments that otherwise may not have been required.

Apart from these two minor points, I have no specific observations nor have I found evidence of any themes or causes for concern.

Following my review I conclude that CEDR handled the complaints they received to a very good standard and addressed all of the complainants' concerns in their responses.

Timescale performance was generally excellent with (save for one minor exception) acknowledgements and responses at all Stages either within, or well within, target.

I commend CEDR for these results. Replies to customers were also of a high standard.

7. Recommendations

Based on my review of the complaints received during this period, I have no recommendations to make.

I conducted my review remotely and had open and unrestricted access to the systems and records that I needed. I am grateful to CEDR for facilitating this.



Alan Squires *LLB(Hons) LLM PGDipAML Solicitor*
Independent Assessor

October 2025