

# CEDR Aviation Adjudication Scheme

## Summary of Scheme Rules

This Summary has been created to provide a quick reference guide for users of the Scheme. It summarises the key rules in respect of the process and the scope of the Scheme, giving a simple overview of the core principles.

However, whilst this Summary is based upon the Scheme Rules, it is intended to act as guidance only. It is the Scheme Rules that apply to cases. In the event of a conflict of information between the Scheme Rules and this Summary, the Scheme Rules will prevail.

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#### 1. Introduction

- The Scheme provides an independent way of resolving disputes between an airline or airport that subscribes to the Scheme (“the Company”) and their Customers. This is done by way of an adjudication process.

- To use the Scheme, the Customer must have an unresolved complaint that was raised with the Company over eight weeks ago (unless the complaint has reached Deadlock).

## 2. What the Scheme covers

- The Scheme can be used to resolve complaints between a Customer and a Company about flights with a point of origin and/or final destination and/or point of connection in the United Kingdom, in the following areas:
  - denied boarding, delay or cancellation;
  - destruction, damage, loss or delayed baggage;
  - destruction, damage or loss of items worn or carried by the Customer;
  - problems faced by a Customer who has a disability and/or is a passenger with reduced mobility; and
  - a complaint where the Customer alleges that the Company has not provided them with the service as agreed (and/or in a fair way) under the contract.
- The Scheme cannot consider complaints, or parts of complaints, which fall into one or more of the following categories:
  - applications made by someone who is not a 'Customer';
  - applications made against a company that does not subscribe to the Scheme;
  - where the Customer has not complained to the Company at all or where it has been less than eight weeks since the Customer first complained to the Company (unless the complaint has reached Deadlock);
  - complaints received more than 12 months from the date the Customer received notice of Deadlock from the Company or, where no Deadlock, where it has been more than 12 months since the Customer's last contact with the Company;
  - complaints about something the Scheme does not cover;
  - applications where the total sum of money claimed is more than £10,000.00;
  - complaints that are more appropriately dealt with by a court, regulatory body, or other formal process;
  - complaints that CEDR thinks are frivolous and/or vexatious;
  - complaints that are the subject of either:
    - an existing, on-going application; or
    - a previous valid application that reached resolution; or

- an existing application, or previous valid application, made in relation to the same flight under the same booking reference number already brought by the same or another Customer;
- complaints that have been, or are, the subject of court proceedings or an alternative independent procedure for the determination of disputes;
- complaints about the fairness of the Company's general commercial practices and/or commercial decisions;
- complaints about:
  - personal injury;
  - discrimination
  - fraud or other criminal matters;
  - data protection;
- complaints that have been agreed by the parties to be settled;
- where the details of the complaint in the application differ from the details that were provided by the Customer when complaining to the Company directly;
- applications where the Customer has not requested any valid remedies;
- complaints that would seriously impair the effective operation of CEDR.

### 3. Applying to use the Scheme

- The Customer must send CEDR a completed application form.
- In their application, the Customer can request:
  - an apology;
  - a product and/or service;
  - some practical action to be taken by the Company;
  - a payment of money, up to a maximum of £10,000.00.
- Their application should give details of:
  - the services provided by the Company that the complaint is about;
  - the background to the complaint;
  - the precise issues that are in dispute;
  - the steps already taken to attempt to reach a resolution with the Company;
  - the reasons for requesting the remedy or remedies asked for; and
  - the reasons for the amount of any money requested.

#### 4. The Adjudication process

##### ➤ The Application

- CEDR will make an initial assessment within 15 working days as to whether or not an application meets the requirements of the Scheme.
- Once accepted, the Company has 20 working days to take one of the following actions:
  - settle the complaint; or
  - object to the complaint being considered, as it's outside the scope of the Scheme; or
  - submit its response to the complaint.

##### ➤ Settlements

- If the Company agrees to give the Customer all the remedies requested, the Company must tell CEDR – this is a “Settlement in Full”.
- When CEDR receives notification that a Settlement in Full has been reached, CEDR will close the complaint. The Company must provide the Customer with all these remedies within 20 working days.
- If the Customer believes that the settlement offered by the Company is not a Settlement in Full, the Customer must tell CEDR within 20 working days of the closure of the complaint. CEDR will then consider whether or not a Settlement in Full has been offered. If CEDR thinks that a Settlement in Full has been offered, the complaint will remain closed. If CEDR thinks that the settlement offered is not a Settlement in Full, the timeframe will be restarted for the Company to respond.
- If the Company reaches any other resolution with the Customer this is a “Negotiated Settlement”. When CEDR receives evidence of the Negotiated Settlement, CEDR will close the complaint. The Company must provide the Customer with all the agreed remedies within 20 working days.
- If the Customer feels that the Company has not fulfilled the Settlement in Full or Negotiated Settlement, they must tell CEDR. CEDR will then consider whether or not the settlement has been fulfilled. If CEDR thinks that the settlement has been fulfilled, the complaint will remain closed. If CEDR thinks that the settlement has not been fulfilled, it will re-open the complaint and give the Company five working days to either:
  - show that the remedies have been given; or
  - to object to the complaint being considered; or
  - to submit a response to the complaint.

- If the Company provides evidence showing that the settlement has been fulfilled, the complaint will be closed.
- **Objections**
  - The Company can object to the complaint being within the scope of the Scheme.
  - An adjudicator will decide whether or not they agree that the Company has shown that part or all of the complaint falls outside the scope of the Scheme.
  - If an adjudicator does not agree that the Company has shown that any part of the complaint falls outside the scope of the Scheme, the objection will be rejected and the complaint will remain active.
  - If an adjudicator agrees that the Company has shown that all or part of the complaint falls outside the scope of the Scheme, the objection will be upheld. If the objection is upheld, the Customer will be given 10 working days to provide reasons and/or further evidence as to why part or all of the complaint falls within the scope of the Scheme. An adjudicator will then consider this and make a final decision if the complaint can continue or not.
  - The decision to withdraw the complaint from the Scheme is final and cannot be reviewed or appealed.
- **The Response**
  - When CEDR receives the Response, a copy of it will be sent to the Customer.
  - If the Company does not submit a Response, the adjudicator will have the power to make a decision considering only the information provided by the Customer.
  - The Customer has 10 working days from the date on which the Response is sent to them to provide any comments. The Customer does not have to provide comments. If the Customer does provide comments, those comments can only relate to points raised in the Response and must not introduce any new matters.
  - CEDR will then appoint the adjudicator to decide the outcome of the complaint.
- **The Decision**
  - The adjudicator will produce a “Decision”. The Decision will generally be issued within 10 working days of the adjudicator being appointed.
  - The Decision will be sent to the parties at the same time.
  - The Customer then has 30 working days to tell CEDR whether they accept the Decision in full or reject it. Decisions cannot be accepted in part.
  - If the Customer tells CEDR that they accept the Decision in full, the Decision will become binding on the Parties.

- If the Customer tells CEDR that they reject the Decision, or do not accept the Decision in full, the Decision will not be binding on either of the Parties.
- The adjudicator's Decision cannot be reviewed or appealed.

➤ **Compliance with the Decision**

- If the accepted Decision directs the Company to take any actions, the Company must take these actions within 20 working days.
- If the Customer feels that the Company has not complied with the Decision, the Customer must tell CEDR. The Customer must detail which of the remedies have not been provided. CEDR will then consider whether or not the Decision has been complied with. If CEDR thinks that the Decision has been complied with, the complaint will be closed. If CEDR thinks that the Decision has not been complied with, CEDR will contact the Company to request that it complies within five working days.

## 5. Powers of the adjudicator

- An adjudicator has the power to do any of the following:
  - change any of the process time limits;
  - request further comments and/or evidence from the parties;
  - proceed with the Adjudication even if either of the parties does not keep to the rules;
  - consult any relevant evidence not provided by either of the parties;
  - take into account any evidence provided by either of the parties that they consider relevant;
  - withdraw a complaint if the entirety of the complaint falls outside the scope of the Scheme;
  - close a complaint if the parties settle it before the Decision is made;
  - decide whether or not the Company has fulfilled a settlement;
  - decide whether or not the Company has complied with the Decision.
- If the adjudicator finds that the Customer's complaint succeeds in full or in part, they can direct the Company to:
  - provide an apology;
  - provide an available product or service;
  - take an action that they consider the Company can reasonably carry out;
  - pay the Customer a sum of money, up to a maximum of £10,000.00.