Aviation Adjudication Scheme

Report of the Independent Assessor

For the period 31 March 2026 to 30 September 2026

1. Introduction

This report relates to the Aviation Adjudication Scheme ("the Scheme") and covers the six month period from 31 March 2026 to 30 September 2026. The Scheme is operated by CEDR (the Centre for Effective Dispute Resolution) and deals with complaints made against subscribing airlines and airports.

I note that this will be my final report for the scheme as CEDR has elected to withdraw from the aviation sector after 10 years, with the last day of intake being 31 December 2026.

2. Background

I am an independent consultant. I work remotely and I am not an employee of CEDR. Nor am I directly involved in 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 at Stage 3 of the complaints process. This happens when a user of the Scheme has complained and, having been through Stages 1 and 2 of CEDR's complaints review process, remain 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 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, (to quote from the Scheme's *Complaints Review Policy and Process* document) 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 either all or a random sample of at least 80% 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 CEDR 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 for comparison):

- 6,908 [6,502] new applications were received;
- 2,044 [1,830] cases received a final decision from an adjudicator;
- 2,647 [2,112] cases were settled by the airline or airport;
- 609 [528] were withdrawn by consumers specifically; and
- remaining cases are either still in progress or closed as being ineligible.

CEDR received 47 [21] formal aviation complaints in the reporting period, of which 40 were completed during the period. The remaining 7 cases are not concluded and are expected to close during October. One of those cases is at Stage 3 and my decision in that case will be issued in early November.

As regards the 40 completed complaints:

- 3 complaints were upheld;
- 3 were partially upheld;
- 30 complaints were not upheld; and
- 4 complaints were ruled out of scope.

39 complaints were closed at Stage 1 (including 4 ruled out of scope). One was escalated to Stage 2 and then to Stage 3 but was not upheld at either Stage.

A total of £510.00 [£150.00] was awarded for goodwill payments.

I have reviewed all 40 complaints and, based upon the information available to me, I consider that the reviews and outcomes were appropriate.

What follows is a summary of the facts and outcomes of the 40 complaints reviewed. Note that references to the APR Regulations or UK261 means the Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019 (SI 2019/278).

Upheld complaints

Three complaints were upheld:

(1) This complaint concerned a delayed flight and a claim for expenses incurred. The customer claimed that there was an unreasonable delay in the airline dealing with both. CEDR had treated a follow-up email as the date that the complaint had been raised, which distorted the timescale.

Outcome: It was accepted that CEDR's standard of service had fallen below the accepted standard and a goodwill payment of £20.00 was offered.

(2) The customer complained that CEDR had failed to provide a copy of the adjudicator's written decision, which prevented him from making an informed judgement as to whether to accept or reject it.

Outcome: It was confirmed that the decision had not been uploaded and this should have been noticed. This amounted to an administrative and service failing. The decision was provided to the customer and a goodwill payment of £35.00 offered.

(3) The complaint concerned allegations of a lack of reasonable adjustments, poor service, miscommunication, dishonesty, delays and discrimination related to an issue involving handling of evidence, false information and callbacks not made. The customer sought an apology and a goodwill payment.

Outcome: CEDR acknowledged that there had been some shortcomings in service and apologised for this. The problems stemmed in the main from IT issues. A goodwill payment of £150.00 was offered.

Upheld in Part

Three complaints were partially upheld:

(1) This customer claimed that CEDR had not responded to messages before the adjudicator's decision was issued. He wanted his case re-opened and the adjudication fee waived.

Outcome: The complaint was held to be in-scope and the customer received an apology for CEDR not responding to his messages. For this, a goodwill payment of £30.00 was offered. However, the adjudicator's decision was final and therefore the request to have the case re-adjudicated was not upheld.

(2) This was a complaint that the airline had been granted unreasonable extensions of time and that the customer and the CAA had neither been informed of this nor given any opportunity to object. The customer also claimed that communication and responsiveness from CEDR was not of an acceptable standard.

Outcome: Only one extension of time of 7 days had been given. This was within CEDR's discretion and CAA approval was not required. Furthermore, the appointment of an adjudicator and his subsequent decision were within the 90 day period allowed under the rules. However, it was accepted that there had been a slight delay in responding to customer queries and for this a goodwill payment of £25.00 was offered.

(3) This case concerned a complaint that the passenger had been subjected to a humiliating personal search in a public area of an airport. The customer alleged that the adjudicator had found no evidence that the airport had failed to provide services to the expected standard and in so doing had ignored relevant evidence on various issues.

Stage 1: Some elements of the complaint were out of scope of the complaints procedure. However, it was found that the adjudicator had not taken account of some relevant evidence on certain issues. Because of this a goodwill payment of £100.00 was offered. The complainant was not satisfied with this decision and his complaint was escalated to Stage 2.

Stage 2: It was agreed (as had been found at Stage 1) that the adjudicator had not taken account of three pieces of relevant evidence, but it was nevertheless considered that £100.00 was an appropriate goodwill payment.

Stage 3: I found that all issues that were relevant and needed to be considered were addressed at Stages 1 and 2 and therefore I concluded that there was no reason to depart from previous decisions. Moreover, I felt that £100.00 was an appropriate goodwill payment in the circumstances.

Not upheld (noting some complaints subsequently deemed out of scope)

30 complaints were not upheld:

(1) The customer claimed compensation for a missed flight and said that UK261 had not been applied correctly. Her flight had been delayed and she had decided to abandon it and make alternative arrangements. The adjudicator had dismissed her claim on grounds that the customer must take the flight and arrive late to qualify for compensation for delay.

Outcome: The complaint was in scope but was not upheld. The adjudicator had considered all relevant issues and facts and his interpretation of the law was not irrational.

(2) This complaint concerned allegations of an unfair process, that the adjudicator had not taken account of relevant evidence and had made an irrational interpretation of the law. The customer claimed that there had been an "uncritical acceptance of unsupported assertions made by the airline".

Outcome: The complaint was held to be partly in scope but was not upheld. The adjudicator had not ignored relevant information nor had he made an irrational interpretation of the law. The adjudicator had considered all relevant issues.

(3) This case concerned the handling of the complaint and delays. The complainant claimed CEDR extended timelines several times for the airline and also that the airline had not paid the compensation awarded by the adjudicator.

Outcome: Although the complaint was ruled in scope, it was not upheld. The adjudicator's decision had been issued well within the allowed timescale. Also, unfortunately CEDR is unable to enforce compliance by the airline.

(4) This complaint concerned the service of drinks in-flight. The customer complained that the adjudicator did not take full account of the evidence and that material facts were overlooked or disregarded. She confirmed that she disagreed with the adjudicator's decision.

Outcome: Held to be in scope but was not upheld. The complaint related to a delay in providing a drink, not a failure to provide it. The airline had no obligation to provide a drink in a timely manner. The adjudicator considered all relevant information and his conclusions were reasonable.

(5) It was claimed that the adjudicator had ignored relevant evidence and/or made an irrational interpretation of the law. This complaint concerned a delay caused by 'extraordinary circumstances', namely ice and snow at the airport.

Outcome: The issues raised by the complainant related to a disagreement with the adjudicator's evaluation of the evidence and his findings. The adjudicator did not ignore relevant evidence or make an irrational interpretation of the law and therefore this complaint was not upheld.

(6) The customer's flight was cancelled and the airline did not re-route. The customer said that the airline claimed to have refunded the flight but had not done so.

Outcome: Essentially, the customer did not agree with the adjudicator's decision and his conclusions. Therefore, the complaint was out of scope and was not upheld.

(7) The customer was denied boarding at an airport even though she had valid travel documents and had had her luggage checked in. She claimed that the adjudicator had given insufficient weight to this evidence.

Outcome: The adjudicator had properly considered the relevant evidence including the travel documents and the check-in process and had reasonably applied the law on immigration controls. This complaint was in reality a disagreement with the adjudicator's decision and so was not upheld.

(8) This complaint concerned a claim that the adjudicator had not taken account of the type of ticket purchased. The adjudicator had referred to a 'hand baggage only' fare, whereas the correct fare purchased by the customer was a 'basic economy' fare, which does not restrict baggage. The customer also claimed that the conditions of carriage for the airline were not referenced in the decision.

Outcome: The fact that the adjudicator did not reference items did not imply that they had not been considered. The ticket was correctly identified by the adjudicator and the terms were considered. It was found that the adjudicator's decision was reasonable and that all relevant information had been considered. The complaint was not upheld.

(9) The customer complained that the process had not been followed, that the quality of service from CEDR was unsatisfactory, that the adjudicator ignored relevant information and that he took into account irrelevant information. She claimed that an email from the airline was contractually binding. APR Regulations* require a claim to be made against the 'operating

air carrier' and that was not the airline to which the customer had sent the email. Therefore the adjudicator ruled that the claim was not within the governing law.

Outcome: The APR Regulations were correctly applied by the adjudicator and therefore he did not ignore relevant evidence. The claim was not upheld. [Note: the customer was awarded a goodwill payment of £40.00 to reflect the delay in dealing with the complaint.]

(10) The customer was refused food and drink service for her entire flight following an incident involving use of the bathroom. The customer claimed that the adjudicator focused on the bathroom issue rather than the refusal of service, which was her substantive complaint.

Outcome: The customer's application form framed her complaint as specifically concerning the denial of bathroom access and the adjudicator can only determine the matters actually raised. The adjudicator addressed the complaint as submitted and did not ignore relevant information. The complaint was not upheld.

(11) The customer complained about a database entry that was based upon his time of arrival at the gate, claiming that evidence of Positive Passenger Baggage Reconciliation was ignored and that the interpretation of the law was irrational.

Outcome: The adjudicator reasonably considered the relevant information and the law, including the airline's policies, security protocols and contract rules. The claim concerning the database, baggage and pre-selected seating was addressed adequately. The decision was entirely rational and mere disagreement with the adjudicator's decision is out of scope. The complaint was not upheld.

(12) This complaint concerned alleged inconsistent information from CEDR regarding unpaid money, a failure to escalate to management and miscommunication about emailing the airline, causing the complainant stress.

Outcome: The complaint was in scope but no administrative failing was identified and so the complaint was not upheld.

(13) The customer complained that the adjudicator did not consider relevant evidence regarding a re-routing notification and that the adjudicator irrationally interpreted the law by stating that no cancellations took place on the complainant's journey.

Outcome: Not upheld. The notification could not have been ignored because it was not put into evidence by either party and therefore was not before the adjudicator. The alleged cancellation was held by the adjudicator to be a schedule change or re-routing and not a flight cancellation. This was rational and not an outcome that no reasonable adjudicator could have arrived at, and so not an irrational interpretation of the law.

(14) The complainant argued that the adjudicator wrongly narrowed the dispute to the APR Regulations and failed to consider wider issues concerning the airlines. The adjudicator as a result ignored relevant evidence.

Outcome: CEDR's Aviation Adjudication Scheme has a limited remit and can only consider specific legal routes to redress. The adjudicator was entitled to assess this case under the APR Regulations because the complaint concerned flight cancellation and re-routing. Also, one of the airlines involved was not a subscriber to the CEDR Scheme. The complaint was not upheld, as the adjudicator had neither ignored relevant evidence nor applied the law irrationally.

(15) The complainant raised various issues, including that phrases had been attributed to her wrongly, that the adjudicator relied on the airport's arguments rather than the complainant's and that the adjudicator had incorrectly ruled her complaint out of scope.

Outcome: Not upheld. The adjudicator had provided detailed reasons for his withdrawal of the case under Rule 5.2.6 of the Aviation Adjudication Scheme on the basis that it was out of scope.

(16) The complainant claimed that the adjudicator had ignored evidence that an emergency passport was presented at check-in and accepted instead of the airline's allegation that only a police report was produced.

Outcome: This complaint was in essence a disagreement with the conclusion reached by the adjudicator based on evidence produced to him. The adjudicator did not ignore the customer's argument that the emergency passport was produced, as he referred to this in his decision and in any event, no evidence of this was produced. The complaint was not upheld.

(17) This complaint concerned an allegation that the customer did not receive notice of cancellation of a flight. It was claimed that the adjudicator made an irrational interpretation of the law, specifically Articles 19 and 29 of the Montreal Convention.

Outcome: The complaint was not upheld. All relevant evidence was considered by the adjudicator and also an alleged 'irrational' interpretation of the law is a higher bar than simply an alleged incomplete interpretation. What is required is an approach to the law that no reasonable adjudicator could reach and that test had not been met. Essentially, this complaint is a disagreement with the adjudicator's interpretation of the law. In any event, no legal remedy exists for the events in question.

(18) It was claimed that the adjudicator had made an irrational interpretation of the law in his analysis of the APR Regulations and various case law decisions.

Outcome: Not upheld. It was clear that the complainant disagreed with the conclusion reached by the adjudicator in relation to the law. This amounted to a challenge to the adjudicator's legal reasoning. Further, evidence was produced after the adjudicator had made his decision and could not affect the outcome. As the Complaints Procedure is not an appeals process, this complaint was out of scope.

(19) It was claimed that a number of deadlines were missed by CEDR and that the airline had failed to comply with the adjudicator's decision.

Outcome: Not upheld. Although there had been a delay in assigning an adjudicator, the complainant was informed of these delays in three separate updates. Also, when the adjudicator was appointed, his decision was issued within the 90 days allowed under the Scheme. Therefore, there was no delay in processing the case. As regards, non-compliance by the airline, this was raised with the Civil Aviation Authority, as CEDR has no powers to enforce compliance.

(20) The complaint was that the adjudicator had ignored relevant evidence when reaching a decision and had made an irrational interpretation of the law. This complaint related to a 188 minute delay to a flight and whether 'extraordinary circumstances' applied to release the airline from liability.

Outcome: The issues raised by the complainant amounted to a challenge to the adjudicator's assessment of the evidence and the conclusions he drew from that evidence, therefore there were no grounds for a review of the complaint.

(21) This complaint concerned cancellation of a flight and re-routing. The complainant admitted that he disagreed with the decision reached by the adjudicator.

Outcome: This complaint was out of scope of the Scheme and therefore was not upheld. There were some minor oversights in the adjudicator's decision but none of them affected the outcome of the case.

(22) This related to customer service at an airport and an inability to get the customer onto an alternative flight in a reasonable amount of time, plus losses for missing work. The complainant alleged that the adjudicator had ignored relevant evidence.

Outcome: The complaint was out of scope and was not upheld. The customer had attempted to add a further claim to her case after the airline had responded, without making

any formal request to amend her application. Therefore, the complaint was not about the adjudicator failing to take account of relevant evidence since the 'evidence' had not been validly added to the case.

(23) The customer claimed compensation for a failure to provide wheelchair assistance upon his arrival at the airport, which he said resulted in him missing a connecting flight. The adjudicator ruled that the claim had been brought against the airline and should have been against the airport, therefore it did not succeed.

Outcome: Not upheld. The customer was dissatisfied with the adjudicator's decision that the airport rather than the airline was liable. This was not within scope of the complaints procedure and therefore could not be reviewed.

(24) It was claimed that the adjudicator made an irrational interpretation of the law, specifically in relation to the 'extraordinary circumstances' test and whether the resolution of a fuel problem at the airport (which delayed the flight) was properly considered.

Outcome: Not upheld. The complaint amounted in its entirety to a challenge to the adjudicator's assessment of the evidence, the conclusions drawn from that evidence and the decision made by the adjudicator. Therefore it was outside the scope of the complaints procedure and could not be considered further.

(25) The complaint related to a delayed flight and it was argued that the adjudicator had ignored relevant information and/or taken into account irrelevant information and had made an irrational interpretation of the law.

Outcome: The adjudicator had considered evidence of technical issues contributing to the delay to the flight and found that a medical emergency had also contributed to the delay. It was clear that the customer was simply dissatisfied with the outcome of the adjudication and therefore this complaint was out of scope and was not upheld.

(26) The customer was not satisfied with the adjudicator's decision and asked that CEDR "take one final look" at her case.

Outcome: Clearly a challenge to the adjudicator's decision and therefore this complaint was out of scope and could not proceed.

(27) The complaint was that relevant information and the applicable law were not properly considered. It was claimed that another adjudicator had reached a different conclusion in a separate case concerning the same flight and the same facts.

Outcome: It was clear that the customer was simply dissatisfied with the adjudicator's decision because there had been a different outcome in another adjudication involving the same flight, where the customer had received compensation. It was emphasised that different adjudicators may reach different decisions based on the same facts and evidence, but this would not imply that either decision was wrong. This complaint did not fall within the scope of the complaint procedure and so was not upheld.

(28) The customer claimed that the adjudicator had ignored relevant information and made an irrational interpretation of the law, specifically in relation to issues when the customer made his original booking with the airline, his purchase of a second ticket, 'defective arithmetic' and interpretation of the Consumer Rights Act 2015.

Outcome: It was found that the complaint amounted in its entirety to a challenge to the interpretation the adjudicator had put upon the facts and the law, the conclusions drawn from the evidence and the decision he reached. It was apparent that the adjudicator had considered all of the issues and made findings that he was entitled to make and there was no suggestion that relevant evidence had been ignored. Though the customer disagreed with the adjudicator's interpretation of the 2015 Act, there was nothing to suggest that that interpretation was irrational. Dissatisfaction with the outcome of the adjudication does not provide grounds for a complaint review and therefore the complaint was not upheld.

(29) This complaint concerned an allegation that onboard service did not meet the customer's expectations. It was claimed that the process applied for dealing with this complaint was not within the Scheme rules and that the adjudicator had ignored relevant information.

Outcome: The adjudicator had thoroughly considered and addressed all of the issues, including the question of whether the service provided on the flight gave rise to any entitlement to a remedy under the law. The adjudicator had concluded that it did not, which he was entitled to do, for the reasons set out in his decision. The complaint amounted to an expression of dissatisfaction with the adjudicator's findings and there was no genuine allegation that the correct process was not followed or that the adjudicator ignored relevant information. Accordingly, the complaint was not upheld.

(30) The customer claimed that the adjudicator did not take account of relevant evidence, specifically the airline's earlier responses to him and offers of compensation, as compared with the airline's later submissions.

Outcome: Not upheld. The previous responses of the airline were irrelevant in determining legal liability and so the information to which the customer referred was not relevant to the adjudicator's consideration of the claim and so the allegation of relevant evidence being ignored did not stand. The adjudicator used legal authority to make his findings and there was no suggestion that the law applied was incorrect or that no reasonable adjudicator could have reached the decision he made. This complaint was simply an expression of disagreement with the adjudicator's decision and was therefore out of scope.

Out of scope complaints

Four complaints were held to be out of scope:

(1) It was claimed that the adjudicator had taken into account irrelevant information as to whether the customer had complained within the 30 days limit and that he had made an irrational decision as to whether the customer had presented himself to assistance staff at the airport.

Outcome: This complaint related to the weight given by the adjudicator to the available evidence. The complaint had been submitted to the airport 10 weeks after the incident complained of and so there was no CCTV or other record available. This was relevant evidence that the adjudicator was entitled to consider. There was nothing to suggest that the adjudicator had taken account of irrelevant evidence or that he had made an irrational interpretation of the law. The complaint was ruled out of scope and was not upheld. [Note: the customer was awarded a goodwill payment of £40.00 to reflect the delay in dealing with the complaint.]

(2) This complaint concerned a delayed flight and a missed connection, resulting in a delayed arrival. The adjudicator found no 'extraordinary circumstances' and ordered the airline to pay £1,040.00 compensation. The customer claimed that the adjudicator misinterpreted the APR Regulations and did not take account of relevant case law, also that there was a different outcome in another case involving the same flight.

Outcome: The complaint was ruled out of scope. The customer was dissatisfied with the adjudicator's decision, but there were no areas where the adjudicator had ignored relevant information or taken into account irrelevant information, nor was there any interpretation of the law that was irrational. A different outcome in another case is not an indication that there was an error of law or fact. [Note: the customer was awarded a goodwill payment of £25.00 to reflect the delay in dealing with the complaint.]

(3) The customer complained of misleading advice from the airline about flight validity after boarding was refused. The adjudicator dismissed the claim, ruling that the tickets could be used only in the ticketed sequence. The customer asked for the adjudication to be reviewed.

Outcome: The issues raised by the customer amounted to a challenge to the adjudicator's assessment of the evidence and the conclusions he drew from that evidence. The customer had not identified any evidence that was overlooked by the adjudicator nor any irrational

interpretation of the law. Therefore the complaint was not upheld. [Note: the customer was awarded a goodwill payment of £25.00 to reflect the delay in dealing with the complaint.]

(4) The customer complained that he should have received a refund for three tickets after downgrading. However, only one ticket was downgraded and that had been refunded.

Outcome: Essentially, the customer was disagreeing with the adjudicator's decision. The adjudicator had considered all evidence presented to him. The complaint was therefore out of scope and was not upheld.

6. Conclusion

I have no specific observations nor have I found evidence of any systemic issues, themes or causes for concern.

In reviewing all of the complaint cases, I have noted that in many cases there is tendency for complainants to attempt to frame their complaints as falling within categories (e) or (f) of the Complaints Procedure, that is:

> *(e) In reaching the decision in your case, the adjudicator ignored relevant information and/or took into account irrelevant information;*
>
> *(f) In reaching the decision in your case, the adjudicator made an irrational interpretation of the law.*

However, it is apparent that these are in fact attempts to bring the complaint within the allowed grounds for review and avoid stating the real ground of complaint, namely that the complainant disagrees with the adjudicator's decision. I merely make this as an observation.

Following the completion of my review I consider that CEDR handled the complaints they received to a very good standard and addressed all of the complainants' concerns in their responses. Replies to customers were of a high standard.

Timescale performance was generally good with acknowledgements either within, or well within, target. However, I did note that there was a period during July and August when a total of 18 decisions were issued past their due date. I assume that this was due to staffing issues during the Summer period, but delays were not significant and customers were offered goodwill payments to reflect the delay, even in cases that were not otherwise upheld.

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 2026