



## **“AIRLINE” SCHEME RULES**

**(Updated July 2017)**

### **INTRODUCTION**

AviationADR is an independent non-statutory organisation which is approved by the Civil Aviation Authority as an authorised ADR provider.

The AviationADR scheme is designed to reach a resolution of unresolved disputes in full and final settlement. It provides consumers with independent redress of complaints relating to acts or omissions of Airlines in relation to Passengers/consumer’s rights when they use the services of an Airline.

For the purposes of the Scheme Rules:

**“Airline”** shall mean an Airline that has agreed to be a member of AviationADR and be bound by AviationADR Scheme Rules;

**“Passenger”** shall mean an individual who is the purchaser and/or the recipient of goods or services provided by an Airline under an aviation services contract.

### **Integrity and Independence**

Our independent status is at the heart of everything we do, as is our commitment to openness, honesty and integrity and we recognise the importance of this to everyone that relies on our services.

### **Independent Standards Board (“Board”)**

To help preserve our independence and provide an invaluable set of checks and balances on our work, the Board acts to regulate how we operate. All Board members share our vision of inspiring consumer confidence and raising industry standards and do so on a voluntary basis.

Governed by a set of internal bye-laws, the Board regularly reviews a cross section of our determinations, to ensure they are both fair and reasonable. It also oversees our rules, practices and procedures.

## **THE RULES**

### **1. Scope of the Scheme**

1.1 The Scheme can be used to settle disputes between Passengers and Airlines stemming from aviation services contracts relating to a direct flight whose point of origin and/or final destination is in the United Kingdom, or aviation services contracts relating to a directly connecting flight where the point of origin, final destination or any point of connection takes place in the United Kingdom, in the following areas:

1.1.1 Denied boarding, delay, or cancellation;

1.1.2 Destruction, damage, loss, or delayed transportation of baggage;

1.1.3 Destruction, damage, or loss of items worn or carried by the Passenger;

1.1.4 Problems faced by disabled Passengers or Passengers with reduced mobility when using air transport services; and

1.1.5 Any disputes arising where the Passenger alleges that the Airline has not acted fairly; that is, where the Airline has failed to provide the service as agreed under the contract for aviation services.

1.2 The Scheme cannot be used to settle disputes which fall into one or more of the following categories:

1.2.1 Claims brought by someone who does not fall within the definition of a Passenger (as defined above under 'Introduction');

1.2.2 Claims which are made against an airline that does not subscribe to the Scheme;

1.2.3 Cases where it has been less than eight weeks since the Passenger first complained to the Airline, unless the Airline has provided the Passenger with its final position in relation to the dispute;

1.2.4 The Passenger has made no attempt to contact the Airline about the dispute before applying to the Scheme;

1.2.5 The dispute is frivolous and/or vexatious;

1.2.6 The subject matter of the dispute is the same as an existing or previous valid application made to the Scheme by the same Passenger about the same flight;

1.2.7 The dispute has been or is the subject of court proceedings or an alternative independent procedure for the decision of disputes (unless such court proceedings or alternative procedure have been abandoned, stayed or suspended).

1.2.8 Disputes where the Passenger is claiming a total sum of money which exceeds £25,000;

1.2.9 The Passenger brought the claim to us at least 12 months from the date upon which the Airline gave notice to the Passenger that the Airline was unable to resolve the complaint (or, where no notice is given, at least 12 months since the Passenger's last attempt to contact the Airline); and/or

1.2.10 Where dealing with such a type of dispute would seriously impair the effective operation of AviationADR.

1.3 **NOTE:** Putting a dispute through the Scheme does not remove the Passenger's duty to pay the Airline any other amounts which are due and which are not disputed.

## 2. How to lodge a complaint

2.1 There are three ways to bring a complaint to AviationADR;

**By post** – where Passengers do not have access to the Internet: telephone 0203 540 8063 and ask one of our team members to post a complaint form. Completed forms should be sent to: AviationADR, 12 Walker Avenue, Stratford Office Village, Milton Keynes MK12 5TW.

**Online** – complaints can be lodged via Aviation Dispute Resolution's online portal. To access this simply go to the home page of the AviationADR website, Chose the 'Airline' sector and then locate the 'make a complaint' button.

**By telephone** –telephone 0203 540 8063 and speak to the aviation initial complaints.

2.2 After lodging a complaint consumers are taken to their own personal portal page. This page provides you with live information about your claim so that you can check the progress at any time of day.

## 3. The Complaints process

3.1 Complaints go through a five-stage process as follows:

### Stages 1-4

3.2 Stages 1 – 4 are dealt with by a complaint handler. The complaint handler's role is to:

3.2.1 Review the initial complaint (Stage 1).

This will be completed within 7 days of submission of the complaint

3.2.2 Obtain all relevant information and documentation from the consumer (Stage 1).

If the complaint handler considers that further information is needed from the consumer such information will be requested. The consumer will then have 7 days to provide such further information, following which the complaint will be moved to Stage 2 without further recourse to the consumer.

3.2.3 Obtain the Airline's response/position (Stage 2).

The Airline will be given 14 days to either:

- i. Confirm that it is prepared to give the Passenger all of the remedies requested on the AviationADR complaint form or that it has agreed an alternative

settlement by negotiation directly with the passenger; or

- ii. Send the AviationADR complaint handler a response to the Passenger's claim.

In the event that the Airline requires further time to respond, the Adudicator can authorise an extension of up to a further 14 days.

#### 3.2.4 Liaise with the consumer

Following submission of the Airlines response, the complaint handler will seek comments and further information from the consumer if the airline provides any information or documentation that i) has not already been referenced in the consumers complaint form or ii) contradicts what the consumer has said. The consumer will be given up to 14 days to respond following which the complaint will be moved to Stage 3.

#### 3.2.5 Compile a complete complaint file (Step 3).

The complaint handler will notify both parties that AviationADR has a complete complaint file.

#### 3.2.6 Consider if there is a quick resolution to the complaint (Stage 4).

Within 14 days of the complete complaint file, the complaint handler will consider if it is possible to suggest an early resolution. If early resolution is not feasible or either party rejects, the complaint will be moved to

### Stage 5

3.3 At this stage the complaint is dealt with by the Adjudicator's office where a decision is made in writing. Subject to agreement from the consumer, this decision will be binding on the Airline. Decision are produced within 60 working days of the complete complaint file.

**Please note:** records will be maintained of all discussions which take place between AviationADR and the consumer or Airline or with any third party (such as an expert). All communications and documentation may be shared with both parties.

## 4. Languages

Complaints will be dealt with, both orally and in writing, in the language used by the consumer when entering into a contract with the Airline.

## **5. Rejected Complaints**

In the event that a complaint cannot be accepted, the consumer will be notified of this within 3 weeks.

## **6. Completed complaint file**

6.1 We receive a 'completed complaint file' as soon as the complaint handler has received all relevant information and supporting documentation from both the consumer and Airline. This is effectively the conclusion of stage 3 of the complaints process.

6.2 Upon being satisfied that we have a completed complaint file, the complaint handler will issue a notice confirming this to both parties.

## **7. Rights to withdraw from complaints procedure**

7.1 Consumers have the right to withdraw from the complaints process at any stage and to bring a claim to court at any stage, by providing notice of withdrawal in writing to us.

7.2 Airlines do not have the right to withdraw from the complaints process.

7.3 Consumers should note that court proceedings may result in a different outcome to the ADR process.

## **8. Oral hearings**

Oral hearings (ie: face to face meetings or tele-conferences) will only take place if the consumer agrees.

## **9. Adjudicator Decisions**

9.1 The adjudicator will base his or her decision on i) the facts and supporting documentation available, ii) the applicable law/regulations and iii) what's fair and reasonable in the circumstances.

9.2 Where the consumer agrees, the adjudicator decision is binding on member Airlines.

9.3 The adjudicator's decision is not binding on consumers unless they agree to accept the decision. Consumers will be given 7 calendar days to consider and confirm whether they accept the decision.

## **10. Our powers**

10.1 All AviationADR members are bound by The Membership Rules and are therefore bound by final decisions of the adjudicator.

10.2 Under our powers we can direct the Airline to:

10.2.1 Issue an apology;

10.2.2 Provide a particular product or service;

10.2.3 Reduce a bill;

10.2.4 take some practical action; and/or

10.2.5 Make a payment which must total no more than £25,000 (including VAT). This sum includes any claims for compensation, refunds, credits and/or waivers.

## **11. Penalties for Airline non-compliance**

As part of the member rules, Members agree to accept a £100 fine for failing to comply with the member rules (including refusal to follow an adjudicator's decision), unless the Member has a fair and reasonable explanation for such breach.

## **12. Use of information**

12.1 Records will be maintained of all discussions, which take place between AviationADR and the consumer or Airline or with any third party (such as an expert). All communications and documentation may be shared with both parties.

12.2 Airlines and consumers authorise the AviationADR to share information with the Civil Aviation Authority.

### **13. Conflict of interest**

13.1 AviationADR operates a strict conflict of interest policy which can be seen at appendix 1.

13.2 If, after consideration of the consumer's complaint has commenced, it is discovered that the ADR official handling the consumer's complaint has a conflict of interest the case will be immediately moved to another ADR Official within AviationADR or if more appropriate AviationADR will cease handling the complaint. In the later case AviationADR will assist the consumer in transferring their complaint to another ADR entity and pay any fee payable by the consumer for doing so. If another ADR entity cannot accept the complaint (or there is not another ADR entity) AviationADR will only continue handling the complaint with the consent of the airport and consumer. If that consent is withheld AviationADR will refund the fee already paid by the consumer.

### **14. Complaining about Aviation Dispute Resolution**

14.1 All complaints should initially be addressed to:

Chief Adjudicator

Aviation Dispute Resolution

12-14 Walker Avenue

Stratford Office Village

Wolverton Mill

Milton Keynes

MK12 5TW

14.2 Complaints should be in writing and should provide full details of the complaint, including your complaint ID number and the name of the complaint handler where possible/ applicable.

14.3 The Chief Adjudicator will respond to all complaints within 3 weeks.

14.4 If your complaint concerns the Chief Adjudicator or if you are not satisfied with the Chief Adjudicator's response to your complaint, you can escalate your complaint to the following:

Sir Eric Peacock

Chairman – Independent Standards Board

AviationADR



33 Floor, Euston Towers

286 Euston Road

London

NW1 3DP

#### **15. Evidence of award**

Where the decision is made in favour of the consumer, the Airline shall provide AviationADR with evidence that it has fully complied with the terms of the decision, within 7 calendar days of the deadline for such compliance.

## **APPENDIX 1**

### **CONFLICT OF INTEREST POLICY**

**(as at 1 May 2016)**

#### **Key**

**ISB:** Independent Standards Board of AviationADR

**Chief Executive:** Dean Dunham or anyone holding such title. **Line Manager:** Your immediate superior

This conflict of interest policy applies to:

- All personnel involved in the ADR process (including complaint handlers and adjudicator)
- The Chief Executive
- All members of the management team of AviationADR
- All members of ISB
- Any contractor employed by AviationADR

**(“Applicable Persons”)**

#### **Purpose**

All Applicable Persons will strive to avoid any conflict of interest between the interests of AviationADR, complainants and Airlines on the one hand, and personal, professional and business interests on the other. This includes avoiding actual conflicts of interest as well as the perception of conflicts of interest.

The purposes of this policy is to protect the integrity, impartiality and independence of Aviation Dispute Resolution’s decision-making process and the ADR process, to enable our stakeholders to have confidence in our integrity, impartiality and independence and to protect the integrity and reputation of all those involved in AviationADR.

### **What is a conflict of interest?**

A conflict of interest will arise in the following circumstances:

- 1 An Applicable Person is related to or personally knows a complainant (ie: the consumer) or related to or personally knows a key decision maker from an Airline – in relation to an on-going complaint subject of the ADR process;
- 2 An Applicable Person worked for an Airline within the last 12 months that is a member of AviationADR scheme;
- 3 An Applicable Person holds shares in any business in the aviation sector;
- 4 An Applicable Person has raised a grievance/complaint against an Airline that is subject to our ADR process in the past 24 months;
- 5 An Applicable Person has submitted an application for employment to an Airline, in the last 12 months, that is subject to or ADR process; or
- 6 Any other matter that would affect the independence or impartiality of AviationADR.

The above is not an exhaustive list of circumstances that will give rise to a conflict of interest but instead illustrations.

### **Disclosure of Interests**

Upon appointment and on an on-going basis, all Applicable Persons will, without undue delay, make a full written disclosure of any circumstance that may, or may be seen to—

- (i) affect the ADR official's independence or impartiality; or

(ii) give rise to a conflict of interest with a party to the dispute which the ADR official is asked to resolve;

### **Procedure following conflict of interest**

In the event that an Applicable Person has a conflict of interest:

(a) where possible, the ADR official shall be replaced by another ADR official to handle the particular dispute;

(b) if the ADR official cannot be replaced by another ADR official—

(i) the ADR official shall refrain from conducting the alternative dispute resolution procedure, and

(ii) AviationADR shall, where possible, propose to the parties that they submit the dispute to another ADR entity which is competent to deal with it;

(c) if the dispute cannot be transferred to another ADR entity, AviationADR—

(i) will inform the parties to the dispute of the circumstances of the conflict of interest,

(ii) will inform the parties to the dispute that they have the right to object to the conflicted person continuing to handle the dispute, and

(iii) will only continue to deal with the dispute if no party to the dispute objects.

This policy is meant to supplement good judgement and staff, volunteers and management committee members should respect its spirit as well as its wording.