



'AIRLINE' SCHEME RULES

October 2018

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INTRODUCTION

Consumer Dispute Resolution Limited (CDRL) (which trades as AviationADR) is an independent non- statutory organisation that is approved by the Civil Aviation Authority as an authorised ADR provider.

The AviationADR scheme (“**the 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 Passenger’s/consumer’s rights when they use the services of an Airline.

For the purposes of the Scheme Rules:

“**Airline**” shall mean an Airline which has agreed to be a member of AviationADR and be bound by AviationADR’s 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 upon our services.

CDRL Board of Directors (“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. The Board consists of i) executive board members (i.e who work at CDRL as part of the management team), non-executive board members, and independent non-executive board members (i.e who are entirely independent of CDRL and sit on the Board on an independent and impartial 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. Complaints we can deal with ('complaints in-scope')

1.1 We can only deal with complaints where the following criteria is satisfied:

1.1.1 the airline subscribes to work with AviationADR, an up to date list can be found at www.aviationadr.org.uk ("**Subscribing Airlines**"); and

1.1.2 where either i) the Passenger has filed a complaint with the Airline and has not received a Deadlock Letter within eight weeks or ii) has received a Deadlock Letter where the outcome is a rejection; and

1.1.3 the complaint is a dispute 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:

- Denied boarding, delay, or cancellation;
- Destruction, damage, loss, or delayed transportation of baggage;
- Destruction, damage, or loss of items worn or carried by the Passenger;
- Problems faced by disabled Passengers or Passengers with reduced mobility when using air transport services;
- 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; and
- Problems faced by disabled Passengers or Passengers with reduced mobility, either in the process of contracting with the Airline or when using the services of the Airline.

'Deadlock Letter' is a response from the Airline to the Passenger (or their representative) where the Airline either i) rejects the complaint or ii) does not indicate clearly that there is the potential for further consideration of their complaint.

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 The dispute is frivolous and/or vexatious;

1.2.3 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;

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

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

1.2.6 The Passenger brought the claim to AviationADR 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

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

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 file a complaint

2.1 There are three ways to file a complaint with 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 AviationADR's online portal. To access this simply go to the home page of the AviationADR website, Choose the 'Airline' sector and then locate the 'make a complaint' button.

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

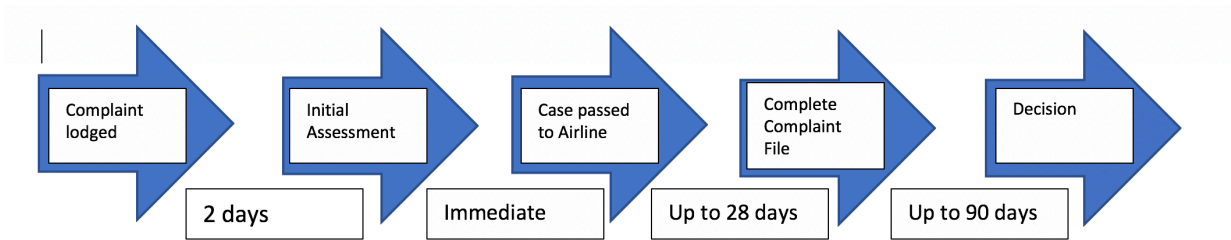
2.2 After lodging a complaint, Passengers are taken to their own personal portal page. This page provides live information about the claim so that the parties can check the progress at any time of day.

3. Information and Evidence

- 3.1 Passengers must submit all relevant information and evidence in support of their complaint at the point of filing the complaint with AviationADR.
- 3.2 Airlines must submit all relevant information and evidence, in support of their defence of the complaint, within 28 days of being notified of the complaint.
- 3.3 Neither party will be permitted, without the express permission of the Chief Adjudicator of AviationADR, to submit further information or evidence after a Complete Complaint File has been announced.
- 3.4 The Adjudicator may obtain and rely upon independent evidence, such as weather reports.

4. The Complaints process

4.1 Complaints go through a four-step process as follows:



Step 1 (Initial Assessment)

- 4.2 The complaint is reviewed and decision made if it falls within scope, in accordance with 1.1 of the Scheme Rules
- 4.3 In the event that a complaint cannot be accepted, the Passenger will be notified of this within three weeks.

Step 2

- 4.4 The complaint is passed to the Airline, which then has up to 28 days to confirm that it either wishes to defend or settle the complaint.
- 4.5 If the Airline agrees to settle the complaint, the Airline has 28 days to implement the agreed remedy (such as pay compensation).
- 4.6 If the Airline elects to defend the complaint, the Passenger will be given 14 calendar days to provide any comment on the defence, if it raises any new information or evidence that was not provided in the Deadlock Letter (Passenger Response).

Step 3

- 4.7 Following the Passenger Response, AviationADR will notify the parties that it has a 'Complete Complaint File'. From this stage, no further information or evidence may be submitted by either party, unless the Chief Adjudicator of AviationADR authorises such submission.

Step 4

- 4.8 At this stage, the complaint is dealt with by the Adjudicator's office where a determination is made in writing. Determinations are produced within 90 calendar days of the Complete Complaint File. If the complaint is highly complex, AviationADR may extend the 90 day period, but must advise both parties of the additional time needed to make the Determination.

Please note:

Oral hearings (ie: face to face meetings or tele-conferences) will only take place if both parties agree.

5. Court cases

- 5.1 In the event that AviationADR becomes aware of a case (or cases) progressing through the UK or European Courts, which may affect the outcome of an ADR decision;
 - 5.1.1 The Passenger(s) affected will be advised and given the option to proceed with the ADR process, or place their case on hold pending the outcome of the court case(s) (“**On-Hold Event**”); and
 - 5.1.2 AviationADR shall inform the CAA of each On-Hold Event.

6. Rights to withdraw from complaints procedure

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

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

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

7. AviationADR's powers

7.1 All AviationADR subscribers are bound by the final determinations of the adjudicator.

7.2 Under our powers we can direct the Airline to:

7.2.1 Issue an apology;

7.2.2 Pay compensation, in accordance with EC261, EC1107, the Montreal Convention, the Consumer Credit Act 2015 (or any other applicable legislation or regulation);

7.2.3 Refund monies;

7.2.4 take some practical action; and/or

7.2.5 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.

8. Determinations and compensation

8.1 The adjudicator will base his or her determination on i) the facts and supporting documentation available, ii) the applicable law/regulations and iii) what is fair and reasonable in the circumstances ("**the Determination**").

8.2 Where the Passenger agrees, the determination becomes binding upon Airlines.

8.3 The Determination is not binding upon the Passenger unless it agrees to accept the decision. Passengers will be given seven calendar days to consider and confirm whether they accept the determination. If the Passenger fails to confirm its acceptance, it will be deemed to have rejected the decision.

8.4 Where the outcome of a determination is a monetary award under EC Regulation 261/2004, the amount awarded will be as set out in those regulations and not varied.

8.5 Where it is necessary to apply an exchange rate in relation to a monetary award, the date of the flight, which is the subject of the complaint, shall be the date at which the exchange rate will be calculated with reference to.

8.6 Interest will not be added to monetary awards.

8.7 Airlines must make compensation payments within 30 days of the determination and then within seven calendar days, provide AviationADR with evidence that payment has been made.

8.8 Airlines agree to accept a £100 fine for failing to comply with the Scheme Rules (including refusal to follow an adjudicator's determination), unless the Airline has a fair and reasonable explanation for such breach.

9. General provisions

Records

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

9.2 Airlines and Passengers authorise AviationADR to share information with the Civil Aviation Authority.

Conflict of interest

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

9.4 If, after consideration of the Passenger's complaint has commenced, it is discovered that the ADR official handling the Passenger'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 latter case, AviationADR will assist the Passenger in transferring their complaint to another ADR entity and pay any fee payable by the Passenger 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 Airline and Passenger.

Subscribing Airline withdrawal from the Scheme

9.5 In the event that i) AviationADR expels a Subscribing Airline from the Scheme or ii) a Subscribing Airline withdraws from the Scheme (in both cases '**the Cessation Date**'), all complaints filed with AviationADR prior to and up to the Cessation Date, will be completed through to Determination and the Airline will remain fully bound by the Scheme Rules, including in relation to payment of awards.

Confidentiality

9.10 Passengers will not be bound by any confidentiality restrictions regarding their experience of the Scheme.

Reasonable adjustments

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

Breaches

9.12 AviationADR will notify the CAA as soon as possible upon becoming aware of potential/actual breaches of the Scheme Rules by Airlines.

Complaining about AviationADR

9.13 Passengers can file service complaints about AviationADR by following the Service Complaint Review Procedure, set out at Appendix 2

9.14 In the event that AviationADR is unable to resolve a service complaint to the Passenger's satisfaction, the complaint shall be escalated to an Independent Assessor. The Independent Assessor shall review the complaint in accordance with the Independent Assessor Terms of Reference, set out at Appendix 3.

CONFLICT OF INTEREST POLICY

(as at 1 May 2016)

Key

ISB: Independent Standards Board of CDRL

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 AviationADR’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 ongoing complaint subject of the ADR process;
- 2 An Applicable Person worked for an airline within the last 12 months that is a member of the 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 the 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 ongoing 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.