



Information supplied in accordance with Regulation 10 (Schedule 4) of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 (as amended)

CAA approved ADR entities:

- CEDR – approval dated 08 January 2016; updated approval 12 May 2016; updated approval 24 February 2017; updated approval 06 June 2017.
- Consumer Dispute Resolution Ltd – approval dated 05 May 2016; updated approval 16 June 2017.

ADR entity – CEDR

Company Registered Name (if applicable): CEDR Services Limited

Approved ADR entity trading name: CEDR / CEDR - Centre for Effective Dispute Resolution / CEDR Services Limited

Contact details:

CEDR - Centre for Effective Dispute Resolution
International Dispute Resolution Centre
70 Fleet Street, London, EC4Y 1EU
T: +44(0)20 7536 6099
F: +44(0)20 7536 6001
W: www.cedr.com/aviation
E: aviation@cedr.com

Fees:

Fees for consumers:

No more than £25 (any fee charged will only be applied per booking and not per passenger included on that booking or per issue raised in the complaint.) Fee is only charged if complaint is not upheld in any way.

Trader Fees:

- The fee charged to Traders will not be calculated with reference to the outcome of the ADR process (which includes the amount of a financial award if any made to consumers);
- The CAA are advised of the range of fees payable by Traders at all stages of the ADR process.

Languages that complaints can be submitted and handled:

- Applications may be submitted in English or whatever language was used in the contract between the customer and the company.

Types of disputes covered:

All disputes with between consumers and airlines stemming from aviation services contracts including disputes relating to compensation (whether financial or otherwise) for:

- 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;
- Any more general disputes arising where the consumer alleges that the business is not trading fairly;
- Problems faced by disabled passengers or passengers with reduced mobility when using air transport services.

Sectors and categories covered:

- Aviation

Oral / written procedure:

- To apply to use the Scheme, a customer must send to CEDR a completed application form, which can be submitted by post or online.

Whether the outcome is binding:

- Decision is binding if the customer advises CEDR that they accept the decision in full

Grounds for refusal:

CEDR's ADR procedure for aviation customers will only refuse to accept a dispute on the following grounds:

- a) The customer has made no attempt to settle with the company before contacting us;
- b) The dispute is frivolous or vexatious;
- c) The dispute has been or is currently being considered by another ADR entity or by a court;
- d) The dispute falls outside the monetary thresholds of claims accepted by us (i.e. £10,000)
- e) The customer brought the claim to us at least 12 months from the date upon which the company gave notice to the customer that the company was unable to resolve the complaint with the customer (or, where no notice is given, at least 12 months since the customer's last attempt to contact the company);

f) Where

- i. the customer and company held bilateral negotiations at a date before CEDR became an ADR entity; and
- ii. the company gave the customer a deadline for taking the complaint to CEDR; and
- iii. that deadline was in accordance with CEDR's rules when the company gave the deadline; and
- iv. the customer failed to bring his/her complaint to CEDR within that deadline.

Or

- g) Where dealing with such a type of dispute would seriously impair the effective operation of CEDR.

CEDR's ADR procedure for aviation customers will only refuse to continue to deal with an accepted claim on the following grounds:

- a) There is no reply to a request for information from the customer after 14 days (unless there is a good reason)
- b) CEDR believes the customer to have provided false or fraudulent information or documents (at any stage), or the company has misled CEDR with regard to a ground that may or may not exist for refusing to accept or continue with the resolution of a dispute;
- c) The customer has been abusive to a member of CEDR staff; or
- d) Both the customer and the company agree, including where a conflict of interest has been identified and it is not possible to transfer the dispute to another case handler or ADR entity approved by the CAA.

ADR entity – Consumer Dispute Resolution Ltd
Company Registered Name (if applicable): Consumer Dispute Resolution Ltd Approved ADR entity trading name: Consumer Dispute Resolution Ltd / ‘Aviation ADR’
Contact details: Consumer Dispute Resolution Ltd, 33rd Floor Euston Towers, 286 Euston Road, London NW1 3DP Consumer Dispute Resolution Ltd, 12-14 Walker Avenue, Stafford Office Village, Wolverton Mill, Milton Keynes MK12 5TW https://www.aviationadr.org.uk/
Email address: https://www.aviationadr.org.uk/
Fees: <u>Fees for consumers:</u> None. <u>Trader Fees:</u> <ul style="list-style-type: none">• The fee charged to Traders will not be calculated with reference to the outcome of the ADR process (which includes the amount of a financial award if any made to consumers);• The CAA are advised of the range of fees payable by Traders at all stages of the ADR process.
Languages that complaints can be submitted and handled: <ul style="list-style-type: none">• Applications may be submitted in English or whatever language was used in the contract between the customer and the company.
Types of disputes covered: All disputes with between consumers and airlines stemming from aviation services contracts including disputes relating to compensation (whether financial or otherwise) for: <ul style="list-style-type: none">• 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;

- Any more general disputes arising where the consumer alleges that the business is not trading fairly;
- Problems faced by disabled passengers or passengers with reduced mobility when using air transport services.

Sectors and categories covered:

- Aviation

Oral / written procedure:

- By post or online.

Whether the outcome is binding:

- Where the consumer agrees, the ombudsman determination is binding on member airlines.

Grounds for refusal:

Refusing complaints:

1. Complaints will be refused in the following circumstances:

- The consumer has made no attempt to settle with the airline before contacting AviationADR
- The dispute is frivolous or vexatious
- The dispute has been or is currently being considered by another alternative dispute resolution entity or by a court
- The dispute has a financial value greater than £25,000
- The consumer brought the claim to AviationADR at least 12 months from the date upon which the trader has given notice to the consumer that the airline is unable to resolve the complaint with the consumer (or where no notice is given at least 12 months since the consumers last attempt to contact the airline),

Where:

- i. the consumer and airline held bilateral negotiations at a date before the ADR person converted to being an ADR entity; and
- ii. the airline gave the consumer a deadline for taking the complaint to the ADR person; and
- iii. that deadline was in accordance with the rules of the ADR person when the airline gave the deadline; and
- v. the consumer failed to bring his/her complaint to AviationADR within that deadline.

Refusing to continue to deal with an accepted complaint:

2. AviationADR will only refuse to continue to deal with a previously accepted complaint in the following circumstances:

- No reply to request for information from the consumer after 14 days (unless there is a good reason).
- The consumer is believed by AviationADR to have provided false or fraudulent information or documents (at any stage), or the airline has misled AviationADR with regard to a ground that may or may not exist for refusing to accept or continue with the resolution of a dispute.
- The consumer has been abusive to an ADR official of AviationADR.
- Both the consumer and the airline agree, including where a conflict of interest has been identified and it is not possible for the reasons referred to in this policy to transfer the ADR procedure to another ADR entity approved by the CAA.