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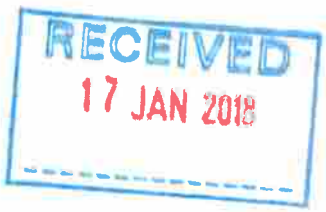

BY REGISTERED POST

16 January 2018

Dear Mr Haines,

ADR – *Jet2.com*

In the CAA's report CAP1602 *("ADR in the Aviation Sector – a first review")*, and in its press release dated 27 December 2017, the CAA strongly criticised ***Jet2.com*** for not signing up to the ADR scheme. You are quoted in the CAA's press release as stating that it is *"extremely disappointing that Jet2, one of the UK's largest airlines, has so far inexplicably and persistently refused to sign up, denying their passengers access to an independent arbitration service"*. You went on to express the view that this puts ***Jet2.com***'s customers at a *"distinct disadvantage"* and that *"in many cases could mean their passengers are denied the fundamental rights they are entitled to"*.

As must have been anticipated, the comments in the press release have been widely repeated in online and traditional national, international and industry press. These reports can only have had a detrimental effect on ***Jet2.com***.

We take great exception to the content and tone of the report and the press release, for the reasons set out below.

THE ADR SCHEME IS <u>VOLUNTARY</u>

1 The press release strikingly makes no mention of the fact that, under EU and English law, the ADR scheme is <u>entirely voluntary</u> for airlines. As a matter of law, it is for each airline to evaluate the appropriateness of ADR and to decide whether or not to sign up to an ADR scheme.

2 The CAA has consistently and repeatedly recognised the entirely voluntary nature of ADR, including (on multiple occasions) in CAP1602, the very document which accompanied the press release. For instance:

- *"[The EU ADR] Directive did not make it mandatory that businesses should participate in ADR, a feature which was carried forward into the UK implementing legislation."* [CAP1602]

- *"ADR is not currently mandatory in aviation and the CAA has no powers to require airlines... to join an ADR scheme. Our policy is therefore focused on creating conditions within which voluntary ADR can develop and thrive...we cannot force airlines to participate in ADR".* [CAP 1286]

- *Q "Do airlines have to join ADR schemes?*
  A No, participating in ADR schemes is currently voluntary for airlines"
  [from *"An Introduction to alternative dispute resolution for air passengers"* currently on the CAA's website, see https://www.caa.co.uk/Our-work/About-us/Alternative-Dispute-Resolution/]

3 ***Jet2.com*** has carried out an in-depth evaluation of the ADR schemes available and has concluded that ADR is not appropriate for it and its customers, for the moment at least. There is no requirement for ***Jet2.com*** to enter into ADR. Nor is there any obligation on ***Jet2.com*** to explain why it has decided not to sign up to ADR, although I do set out some of the reasons below. The airline industry is of course not a homogenous group but instead comprises airlines with different business models, different customers and different ways of ensuring compliance with, for instance, the satisfaction of EC261 compensation claims (in ***Jet2.com***'s case, by having a process which pays out valid claims with industry-leading speed). What is appropriate for one airline or group of airlines may not be for another. The voluntary nature of the ADR means that every airline is (or at least should be) entirely free to choose to opt in or out without inappropriate pressure being exerted by its regulator.

4 By deciding not to enter into ADR, ***Jet2.com*** has done nothing wrong either from a legal or regulatory perspective. There is no proper basis for criticising ***Jet2.com***, whether in the terms contained in the press release or otherwise, for not choosing to sign up to ADR and / or for not explaining its position. This "naming and shaming" of ***Jet2.com*** is unfair and unwarranted and ***Jet2.com***'s rights are fully reserved in relation to the content of the press release and CAP 1602.

WHY ADR IS NOT APPROPRIATE FOR *JET2.COM*

5 Before concluding that the ADR scheme, as currently presented, is not appropriate for it and its customers, ***Jet2.com*** carried out a careful evaluation of the scheme and its pros and cons. ***Jet2.com*** accepts that the ADR scheme is well-intentioned, but has concluded that it did not wish to opt into the ADR scheme for good reasons, some of which are set out below.

ADR NOT APPROPRIATE FOR EC261 CLAIMS

6 A large proportion of the claims which are referred to ADR providers are in respect of delays, cancellations and denied boarding under EC261/2004. For instance, according to the annual report of the ADR provider CEDR, over 90% of claims referred to it up to 31 January 2017 were in respect of such EC261 claims.

7 ***Jet2.com*** considers that ADR is intrinsically unsuited to the resolution of EC261 claims, for the following reasons:

(a) Under EC261, an airline bears the burden of proof to show that a delay or cancellation (i) is caused by an extraordinary circumstance which (ii) could not be avoided by taking reasonable measures. This means that the onus is on the airline to resolve arguments

over concerns raised by the customer or by the judge or arbitrator hearing the claim. Such a concern could relate to a range of operational, technical of other factual issues, or a legal issue.

(b) However, the ADR process is unsuitable to deal with this because there is no oral hearing and no other opportunity to find out about, let alone address, such concerns:

(i) The ADR process involves no oral hearing at which a witness and / or legal representative can assist the judge, or can understand what queries or concerns exist, or resolve issues in contention, whether they be operational, technical, factual or legal.

(ii) Instead an airline has just one opportunity to put in a written submission which has to deal in advance with all of the legal and factual issues which could conceivably be raised by the customer or which might concern the adjudicator. However detailed that submission is, and however much work goes into it, often under short deadlines, (and one has to remember the proportionality given that claims can be as low as €250) there may still be a point about which the adjudicator is concerned, or of which he does not fully understand the significance, or to which he does not give appropriate weight, leading him wrongly to hold that the airline has not discharged the burden of proof.

(iii) Whereas the customer has the opportunity to make further comments in reply to the airline's submission, the airline does not have the opportunity to respond to those comments or in any other way to supplement or amend the submission once filed.

(iv) Accordingly, for claims where the evidential burden is on airlines, such as EC261 which make up the vast majority of claims referred to ADR, the ADR process does not give an airline an opportunity properly to justify its decision not to pay compensation.

(c) CAP 1602 suggests that the success rate for customers in CEDR claims is 89%. Based on its experience, ***Jet2.com*** considers that such a success rate is extraordinarily high and confirms that ***Jet2.com***'s evaluation that ADR is intrinsically unsuitable for EC261 cases. For court cases, where an airline has a fair opportunity to present the case and discharge the burden of proof by explaining technical and operational matters and to deal factually and in submission with questions which arise, ***Jet2.com***'s success rate is very much higher. This confirms that, compared to a proper court of law where proper opportunity is afforded to airlines to discharge the onus of proof, where evidence is properly evaluated and where the law properly applied, ADR is not balanced. Like the court, the purpose of ADR should be to arrive at a fair result which properly reflects the rights and obligations of the parties, not to permit customers to receive, as a windfall, compensation where none is legally due.

(d) ***Jet2.com***'s concerns are further heightened by the fact that an ADR result, even if considered to be wholly wrong as to liability or quantum, is binding on, and is incapable of appeal by, an airline. ***Jet2.com*** shares the concern expressed by the CAA itself in CAP 1286, that *"it should not be the case that an ADR decision is completely immune from*

challenge", yet this concern does not seem to have been addressed.

(e) On the other hand, if dissatisfied with the result of ADR a customer is able to ignore it and additionally start a legal claim in the county court. The result is double jeopardy for the airline: having already incurred considerable cost in successfully defending itself by preparing a substantial bespoke submission in the ADR proceedings, it is then put to the further cost and risk of having to go through a whole court process. The customer, who incurs no or minimal wasted cost in relation to the ADR process, can have "another bite at the cherry", even though his or her claim has already been shown to be unmeritorious.

(f) ADR is a private process with no system of precedent. This means that an airline which defends successfully 10 separate claims under EC261 in relation to one flight can still lose the 11th if a different ADR adjudicator decides to take a different view. This is different from the court process where there is an enshrined precedent system and open justice. In the courts, judgments are publicly available and can be cited in similar factual or legal scenarios. Decisions of higher courts are binding and even decisions of one district judge are persuasive on another.

(g) ADR does not permit an airline like ***Jet2.com*** to root out unfair or illegal practices, in the way its sister business ***Jet2holidays*** has done in relation to fraudulent alleged gastric illness cases. ADR represents a relinquishment of control without all of the safeguards which exist in a court process, a position which ***Jet2.com*** considers undesirable.

(h) ***Jet2.com*** has other concerns over the ADR procedure:

(i) The time limit for preparing the airline's detailed submission is 15 working days. This is tight bearing in mind the factual and legal issues are frequently complex, putting a lot of pressure on airlines, and the period is in effect non-extendable even over the Christmas and New Year period.

(ii) There is no opportunity to supplement or amend a submission once it is filed, even if relevant new matters arise.

(iii) The fee of up to £25 offers little discouragement to a passenger who decides to bring a claim even where none is well-founded, while an airline will still be put to the full, disproportionate cost of responding. This compares with the court process where fees can act as a deterrent to unmeritorious claims, and the court retains the power (even in the Small Claims Court) to strike out bad claims, give summary judgment which saves time and costs, or to penalise unreasonable conduct through appropriate costs orders. Because ADR encourages more unmeritorious claims, and its processes favour the customer, submitting to ADR can actually result in an airline incurring more cost (not less) in dealing with claims. Many customers do not understand the intricacies of EC261 and make claims more out of hope than and justified belief that their claims will be successful. It costs an airline as much to deal with an entirely unmeritorious claim as it does one which, although unsuccessful, at least has some arguable legal basis.

(i) The section in CAP1602 entitled *"Businesses' experience"* suggests that the airlines which have signed up to ADR are generally positive. This is not our understanding of the position of all other airlines who have signed up to an ADR provider, for the reasons which are set out in this letter. In any event, because different airlines have different models and requirements, it is quite possible that a dispute resolution method which is acceptable to one airline is not acceptable to another.

(j) What is clear is that ***Jet2.com*** has concluded that, at the moment at least, ADR would benefit neither ***Jet2.com*** nor its customers. Using the ADR scheme would represent an additional cost which ultimately would have to be borne by our customers.

ADR IS STILL NEW AND IS FINDING ITS FEET

8 For ***Jet2.com*** to be willing to sign up to ADR, it would have to be satisfied that there were advantages compared to resolution by court. For the reasons set out above, ***Jet2.com*** believes that this is not the case.

9 ADR in the aviation sector has been in place for less than two years and in ***Jet2.com***'s view it is still finding its feet.

10 There are only two ADR providers, two others which had previously been approved by the CAA, the Ombudsman Service and Netneutrals, having recently withdrawn. Both of the incumbents began conducting aviation ADR in 2016. One of the two, AviationADR is relatively new, having been formed as The Retail Ombudsman (TRO) about three years ago. As its former name suggests, TRO was set up to deal with complaints in sectors such as the furniture industry and department stores. In these areas claims do not involve technical and operational complexities and factual issues, or questions of EU law and international conventions, nor does the vendor have the burden of proof.

11 ***Jet2.com*** is not satisfied with the quality of the decision-makers or of the ADR providers which the CAA has sanctioned. For instance, we have seen criticism of the ability of TRO / AviationADR to deal with the large number of complaints it administers across numerous sectors. We have seen concerns expressed about the manner in which TRO has attracted corporate clients, which undermines its claims to independence: an ADR provider should be neutral, and be seen to be neutral, in all respects. ***Jet2.com*** is also concerned by the independence and quality of some of the adjudicators, who may have no judicial experience (and may not even be lawyers); may not be used to applying English, EU and / or international legislation, directives, regulations and conventions; may not be used to getting to grips with complex operational, technical and other factual issues; and may not be used to weighing up arguments and evidence, or applying the correct evidential burden.

12 We note that the CAA shares the concern that there needs to be confidence in the ADR providers. While the CAA states that it will provide assurance that the ADR providers consider all the facts of each case and make objective judgments, we are not satisfied how the CAA can actually make this happen.

***JET2.COM* HAS ACTIVELY CONSIDERED ADR BUT REJECTED IT**

13 It is worth noting that ***Jet2.com*** did not simply dismiss ADR out of hand. On the contrary, ***Jet2.com***'s position has been reached after careful evaluation of the ADR schemes available. In

July 2016, ***Jet2.com***'s Legal Director and Commercial Director met the leading ADR provider CEDR and learned more about its scheme. Having evaluated it, ***Jet2.com*** concluded it was not for it, for the reasons set out above. Furthermore, ***Jet2.com***'s Legal Director and senior members of the customer relations team had a further meeting with CEDR in February 2017 to understand how CEDR's experience of handling these claims was progressing bearing in mind the larger number of airline members by this stage, but ***Jet2.com*** again reached the same conclusion.

14 Nor are we against ADR in the correct circumstances. For instance, ***Jet2holidays*** subscribes to the ABTA arbitration service to resolve disputes with our holiday customers, and finds this generally provides a fair outcome. This shows that we are ready to consider ADR where it is appropriate. ABTA's scheme (which is also run by CEDR) is considerably more mature and its decisions are binding on both parties. However, such disputes in the holiday sector are far simpler factually and legally and do not involve the factual, technical and operational complexities and legal issues which are characteristic of, for instance, EC261 claims, and are therefore more suitable for resolution by this means.

JET2.COM'S CUSTOMERS HAVE OTHER EFFECTIVE MEANS OF COMPLAINT

15 ***Jet2.com*** considers that it has a robust and rigorous process for dealing with EC261 claims so that valid claims are paid quickly. The result is that claims are only left unresolved where there is a genuine legal or factual issue which requires proper examination. This is different from some other airlines whose customers often turn to ADR and the courts not because there is a genuine dispute but because they have not had a proper response: in these instances ADR may be more appropriate.

16 A passenger who is unhappy with the response from an airline who has not signed up to ADR, but who does not want to enforce his or her legal right through the court, still has recourse to the CAA's PACT service. In CAP 1286, the CAA confirmed that this complaint handling service would continue to be available to airlines who did not sign up to ADR. As confirmed in CAP 1286, this service, which has served airlines and their customers for many years, is funded by the per complaint charge levied to the relevant airline. ***Jet2.com*** is content with this tried and tested system provided by the CAA in accordance with its duty to receive complaints under EC261 and other EU regulations.

17 It is worth bearing in mind the scale of the matters which are the subject of the CAA's highly critical comments. According to our records, just 30 ***Jet2.com*** customers referred complaints to PACT during the second half of 2017. This represents around 0.001% (one in one hundred thousand) of our passengers during the period. This extremely low dissatisfaction rate does not suggest that there is a problem with ***Jet2.com***'s resolution of its customer's complaints, quite the opposite. Further, in almost every case PACT upheld ***Jet2.com***'s own assessment of the customer's entitlement, so the CAA's concern that is apparently driving the push for ADR across the board, namely the fact that PACT decisions are not binding, is not a matter of real concern for ***Jet2.com***. This further heightens our concern about the content and manner of the CAA's recent publication and press release.

18 We are surprised to note that the CAA's position as expressed in CAP 1602, namely that because ***Jet2.com*** and Emirates, amongst others, have not signed up to ADR, *"there is therefore a strengthening case for making participation in ADR mandatory across the sector"*. As is plain from this letter, ***Jet2.com***'s decision not to sign up to ADR is driven by its principled

objections to ADR at various levels. It is therefore illogical to suggest that ***Jet2.com***'s decision in any way strengthens the case for mandatory ADR, in fact quite the contrary bearing in mind the serious flaws which ***Jet2.com***'s analysis reveals.

19 We also note an unjustified change in the CAA's approach to this issue. In CAP 1286 the CAA stated that its intention was to seek mandatory ADR if the voluntary approach did not provide *"sufficient"* coverage. Yet now, without any explanation of which we are aware, the CAA states in CAP 1602 that its policy is now that only *"full"* coverage is acceptable.

20 As the CAA itself notes, when a similar attempt to bring in ADR across the board was made in respect of German airlines, it was not possible to do so on a voluntary basis. This suggests that at least some of the strong concerns which ***Jet2.com*** holds were shared by German airlines.

CONCLUSION

21 Because of the accepted voluntary nature of ADR schemes, it should not be necessary for ***Jet2.com*** to have to explain why it does not wish to sign up to ADR. However, as I think is evident from what is set out above, as matters stand ***Jet2.com*** has genuine concerns about the ADR schemes on offer. ***Jet2.com*** accepts that no system is perfect but such are the concerns over ADR it has decided on proper analysis that it would not be right for it or its customers to sign up.

22 ***Jet2.com*** and its customers already enjoy excellent relations including an industry-leading EC261 claims process in which valid claims are paid out on average within 14 days. There are also fair and accessible processes, including the CAA's PACT service, by which ***Jet2.com***'s customers can raise concerns and / or enforce in full their legal rights in the event that they are dissatisfied. As evidence of our customer service, we refer to the awards bestowed on ***Jet2.com*** by leading consumer organisations, a list of which is set out below.

23 We wholeheartedly reject the accusation that, by not signing up to a voluntary ADR scheme, ***Jet2.com*** is on some way *"denying [its customers] the fundamental rights they are entitled to"*. There is no basis whatsoever for this comment.

24 Finally, I confirm that ***Jet2.com*** presently has no intention of signing up to the current aviation ADR schemes.

Yours sincerely,

PHILIP MEESON
Executive Chairman

Some of the recent awards won by *Jet2.com*

- ***Jet2.com*** was conferred prestigious "Recommended Provider" status in the annual *Which? Airline Survey* for two consecutive years (December 2016 and 2017).

- ***Jet2.com*** was named "Best Short Haul Airline" in the *Travel Weekly Globe Awards 2018* for the fifth time in seven years.

- In July 2017, the benchmark UK Customer Satisfaction Index (UKCSI), produced bi-annually by the Institute of Customer Service, named ***Jet2.com*** 29th out of almost 250 companies for customer service. This makes ***Jet2.com*** the highest ranked airline for customer satisfaction in the study.

- ***Jet2.com*** was named "Best Airline – UK and Best Low-Cost Airline – Europe" in the inaugural *TripAdvisor Travellers' Choice* awards for airlines.

- ***Jet2.com*** was voted "UK's Most Loved Airline" by users of Skytrax.

- ***Jet2.com*** was named "Airline of the Year" at the *Glasgow Airport Awards* (2016).

- ***Jet2.com*** was named "Best Holiday Airline" at the *Scottish Passenger Agents Association* Awards (2012, 2013, 2014, 2015, 2016 & 2017).

- ***Jet2.com*** was named "Best Airline" at the *Group Leisure Awards* (2012, 2013, 2014, 2016).

- In 2017, ***Jet2.com*** was the only UK airline to be awarded 5-Stars for On-Time Performance by OAG, the world's leading air travel intelligence company.

Chief Executive's Office

Philip Meeson
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1 February 2018

Dear Philip,

Thank you for your letter dated 16 January. In your letter, you raise a number of points that fall into two areas: first, the CAA's approach to publicising Jet2.com in relation to its ongoing failure to participate in Alternative Dispute Resolution (ADR); and second, Jet2.com's reasons for this failure.

Your letter was surprising and extremely disappointing on two fronts; your apparent disregard for the rights of customers when your levels of service fall below that which you say you aspire to, and secondly the poor and inconsistent case you make in seeking to defend, what I regard, as your indefensible position.

Before I deal with the points you raise, I do want to clarify that our contention is not that Jet2.com provides poor service overall. I have personally used your services, including for a family holiday and was very satisfied with my experience. I know that your service levels have been recognised more widely as well.

Indeed, in this context it is all the more puzzling that when it comes to offering passengers independent and binding redress you are so resolved to be the only company in the UK's largest ten airlines not to do so.

I will now deal with each of these points below:

In your letter, you have quoted from the CAA's publications concerning ADR. I think that it would be helpful to re-state the CAA's underlying objective for introducing ADR to the aviation sector as set out in our publications. Put simply, the CAA introduced ADR so that consumers could have access to an independent and impartial dispute resolution system that would deal with disputes quickly and cheaply and would provide consumers with a final decision on their complaint, avoiding the need for consumers to have to go to court.

In relation to the points made in your letter, two things flow naturally from this. First, I do not agree that, because participation in ADR is voluntary, it is not appropriate for the CAA to use publicity to draw attention to Jet2.com's ongoing failure to participate in ADR. In introducing ADR, and in campaigning to ensure airlines participate in it, the CAA is seeking to further the interests of aviation consumers, which is one of its primary roles as a sector regulator. In respect of using publicity to draw attention to Jet2.com's ongoing failure to participate in ADR, it really should come as no surprise to you that, when important consumer interests are at

stake, it is important to publicise, for the benefit of consumers, which organisations are and are not providing ADR.

Second, as I set out above, the CAA introduced ADR so that consumers could have access to an independent and impartial dispute resolution system that would deal with disputes quickly and cheaply and would provide consumers with a final decision on their complaint, avoiding the need for consumers to have to go to court. With this in mind, in attempting in your letter to argue the case that court action is preferable to ADR, it is clear that you have entirely missed the point of why the CAA introduced ADR in the first place. Although you obviously prefer to take your customers to court rather than to give them access to ADR, we feel strongly that such an approach is not in consumers' interests, given the time, cost and stress involved for consumers in taking court action.

Seen in this light, it is unnecessary for me to take issue with each of the points raised in your letter as to why you feel ADR is not appropriate for Jet2.com. It is unfortunate that you chose to put forward such a transparently narrow and self-interested set of arguments against ADR but, more importantly, the arguments are redundant for the reason I set out above.

However, I would like to respond to some of the more obvious contradictions and misapprehensions that your letter reveals:

- In paragraph 7(a) of your letter you state that the airline bears the burden of proof in relation to claims arising under Regulation EC261. You go on to state, incorrectly, that this means that "the onus is on the airline to resolve arguments over concerns raised by the customer or by the judge or arbitrator [...]". This illustrates a substantial misapprehension on your part. Under ADR, the onus is on the airline to present the facts; the resolution of questions, issues, etc, is the job of the ADR official assigned to the case.
- You assert on a number of occasions that the ADR process does not allow airlines the opportunity to properly justify their initial decision to refuse to pay compensation (see, for example paragraph 7(b)(iv)). This is a surprising admission. In accordance with Article 5(3) of EC 261/2004, as the burden of proof lies with the airline (a fact that you have acknowledged), it is the CAA's view that this burden should be discharged fully at the point that the consumer first raises their complaint with you. To be clear, we expect all airlines to engage substantively with the issues raised by the consumer when they first complain, and we expect all airlines to provide complainants with a full, well-reasoned and evidenced explanation of why they are refusing their claim. It is surprising and disappointing that you feel that you need further opportunities to provide an adequate response to a consumer's complaint.
- On a related point, you criticise ADR on a number of occasions for the lack of an oral hearing process. However, you also argue about the need for proportionality (see, for example paragraph 7(b)(ii)). Referring also to your enthusiasm for a higher consumer fee than is currently allowed (paragraph 7(h)(iii)), I disagree that raising the barriers to access to ADR for consumers would be in their interests and would be compatible with the CAA's objectives for ADR.
- Perhaps the most obvious contradiction in Jet2.com's position on ADR in aviation is demonstrated by its participation in the holiday ADR scheme operated by ABTA. As you point out, this scheme is operated by CEDR, one of the bodies approved by the CAA to handle disputes in aviation. It is hard to reconcile the position that, whilst you are apparently content with the standards of independence, impartiality, and expertise that CEDR brings to its holiday ADR scheme, you do not think that such standards could prevail in an aviation ADR. Your only practical argument in defence of this position appears to be that disputes arising under Regulation EC261 are more complex than those raised in relation to holidays. We disagree. As you know, consumer disputes arising in relation to holidays can include complex issues such as gastric

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illness, personal injury, and compensation for loss of enjoyment. In contrast, thanks to the clarification provided by the Court of Appeal in the *Jet2 v Huzar* judgment, which dealt with technical defects, the rules around financial compensation for delays and cancellations under Regulation EC261 are now much clearer.

Notwithstanding the points I have made above, I take particular issue with your assertion that participation in ADR will somehow expose Jet2.com to unscrupulous consumers seeking "as a windfall, compensation where none is legally due". In contrast I would argue that, judging Jet2.com by its track record of denying consumers the fundamental rights to which they are legally entitled, even when these rights have been made abundantly clear by the courts, it is consumers that need to be protected to ensure that their rights and entitlements under the respective legislative framework are adhered to. With this in mind, I would like to remind you of the following:

- First, despite the fact that the issue of compensation for long delays and cancellations resulting from technical faults was clarified by the Court of Appeal in the *Jet2 v Huzar* case, Jet2.com continued to refuse to pay compensation to passengers, attempting to stay claims until there had been a decision in the *van der Lans* case from the Court of Justice of the European Union. Separately, the CAA discovered that Jet2.com was classifying ordinary technical faults as hidden manufacturing defects, which again appeared to be designed to avoid paying compensation where it was legally due. As you will recall, the CAA took legal enforcement action in 2015 in order to compel Jet2.com to comply with Regulation 261/2004, as clarified by the Court of Appeal.
- Second, following the Supreme Court's refusal to hear an appeal in the *Dawson v Thomson* case, you sought to include a term within Jet2.com's contract that limited consumer claims to 2 years, rather than the required 6 years, again in an apparent effort to undermine the clear decision of the Court of Appeal. Again, the CAA took legal enforcement action in 2015 in order to bring Jet2.com into line with the law.
- Third, in our 2015 compliance report "A right to know", Jet2.com was publicly singled out (along with Aer Lingus) for failing to provide the CAA with any assurances that it had the necessary processes in place to ensure that it could proactively provide passengers with information about their legal rights, as required by Regulation EC261. Again, it was necessary for the CAA to take legal enforcement action in order to bring Jet2.com into compliance with this most basic and simple legal obligation.

Finally, I would like to reiterate the CAA's commitment to securing full coverage of ADR across the sector. Making participation in ADR mandatory in aviation would require primary legislation and therefore it is a decision for Government. While the Department for Transport considers this issue, as well as others relating to consumer choice and value as part of its aviation strategy, the CAA will continue to campaign for full participation in voluntary ADR, using all the regulatory tools at its disposal.

Please note that we reserve the right to publish this letter and any previous or future correspondence between us on this issue.

Yours sincerely

Andrew Haines
CHIEF EXECUTIVE

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