

SUMMARY COURT AT GEORGE TOWN

Cause No. SC 20

BETWEEN John Patrick Bodden

Plaintiff

P.O. Box 1521GT KY1-1110
43 Stingray Drive, South Sound

AND British Airways Plc

Defendant

Owen Roberts International Airport

Plaint

To the Defendant

Owen Roberts International Airport
Grand Cayman
Cayman Islands

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the pages that follow.

Within 14 days after service of this **Plaint** on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If **you fail** to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this ^{12th} day of **SEP 20 2023**

PARTICULARS OF CLAIM

1. On March 1, 2023, as part of a planned vacation to Italy that had been deferred for many years due to the Covid-19 pandemic, Plaintiff used the travel site Expedia to purchase two return tickets to London on Defendant's flight 0252 with departure date of June 10, 2023, returning on June 24, 2023. The booking reference given by Expedia was WYGPY8, and the electronic ticket numbers were 1252154792509 and 1252154792508. The cost of the tickets was US\$2300.36 and an additional US\$281.56 was paid, ironically, for "Trip Protection Plus" for a total of US\$2581.92. A copy of the Expedia receipt is attached to this Plaintiff as Exhibit1.
2. On March 2, 2023, and again on March 3, 2023, Plaintiff used the travel site Expedia to purchase additional tickets from Defendant for onward passage from London to Florence on June 12, 2023, and return passage from Bologna to London on June 20, 2023.
3. On March 5, 2023, Plaintiff entered passport and other pre-flight information for John Patrick Bodden and Nancy Lee Bodden into the Defendant's reservation system using booking reference WYGPY8.
4. On March 6, 2023, Defendant (using a no-reply email address) acknowledged receiving the personal information updates for reservation WYGPY8 with subject "*Confirmation of changes to booking WYGPY8*" stating "*This is confirmation of changes made to your British Airways booking*". A copy of that email is attached to this Plaintiff as Exhibit2A.
5. On March 9, 2023, Plaintiff checked his MasterCard balance online at Butterfield Bank and noticed pending charges for two additional return tickets with numbers 1252154792503 and 1252154792502. A copy of Plaintiff's MasterCard statement for March 2023 showing the purchases with the second charge highlighted is attached to this Plaintiff as Exhibit3A.
6. On March 9, 2023, Plaintiff contacted Expedia via their customer support portal to report the double charge. The Expedia agent stated that they could only see one set of charges by the Defendant, and suggested to Plaintiff that the second set of charges on Plaintiff's credit card would probably "fall away" after 6 to 9 business days. Defendant may wish to note how easy Expedia makes it for their customers to contact them with queries, complaints, or to make changes. A copy of the March 9, 2023, conversation with Expedia where Plaintiff made the now prescient statement "*Well it's \$2300.36 off my credit card limit and there may be more of the same.*" is attached to this Plaintiff as Exhibit4A.
7. On March 14, 2023, Plaintiff contacted Expedia via their customer support portal as the second charge they had suggested might fall away was now on the final March 2023 MasterCard statement. Plaintiff was assured by Expedia that they had no record of the

second charge being made by the Defendant. A copy of the March 14, 2023, conversation with Expedia is attached to this Plaintiff as Exhibit4B.

8. On March 14, 2023, Plaintiff found what was thought to be a Defendant's Customer Service site where this double charge could be reported, and hopefully the second charge would be very quickly refunded. Defendant sent an automated response (using a no-reply email address) with incident number stating *"Thank you for contacting British Airways Customer Relations. We'll reply to your query as soon as possible"*. A copy of that email is attached to this Plaintiff as Exhibit5A.
9. On March 15, 2023, Defendant responded a second time (using a no-reply email address) with same incident number reference stating *"I'm sorry to disappoint you that we are unable to assist you through this email channel"* and directing Plaintiff to call their 1-800-number in the USA. A copy of that email is attached to this Plaintiff as Exhibit5B.
10. After calling Defendant's USA phone number 1-800-AIRWAYS many times, at different hours and over several days, the response always being *"due to heavy call volumes we are unable to process your call"* and then disconnecting, Plaintiff finally got through to someone at a call center who informed Plaintiff that any refund would have to be claimed through Plaintiff's credit card company.
11. Plaintiff wishes to state that Defendant's 1-800-AIRWAYS number is promptly answered with the customary preamble followed by three options, here paraphrased as:
 - a. To change a booking press "1"
 - b. To make a booking press "2"
 - c. For anything else press "3"Plaintiff eventually discovered that the only way to get through to Defendant by phone was to select option 1 or 2, and after being put through to an agent to quickly explain the problem.
12. On March 23, 2023, Plaintiff submitted a credit card dispute form to Butterfield Bank to have the second charge reversed.
13. On April 21, 2023, Plaintiff purchased tickets for Great Western Railways train from Penzance to London, and roundtrip tickets for Heathrow Express between Heathrow Airport and Paddington Station. These charges can be seen on Plaintiff's MasterCard statement for May 2023 which is attached to this Plaintiff as Exhibit3B.
14. On April 24, 2023, Plaintiff purchased tickets for Great Western Railways overnight Sleeper Train from Paddington Station to Penzance Cornwall for US\$285.48 which can be seen on Plaintiff's MasterCard statement for May 2023 which is attached to this Plaintiff as Exhibit3B.
15. On May 18, 2023, US\$2300.36 was credited back to Plaintiff's MasterCard account after Defendant did not respond to MasterCard giving notice of the payment reversal. Plaintiff's MasterCard statement for June 2023, shows the \$2300.36 reversal as well as the finance charge of US\$48.07 which Plaintiff paid on the outstanding US\$2300.36

- balance for the two previous consecutive months because Defendant did not respond to MasterCard is attached to this Plaintiff as Exhibit3C.
16. On May 24, 2023, Plaintiff logged on to Defendant's reservation system and found that booking reference WYGPY8 was no longer there. Plaintiff contacted Defendant via their customer relations portal to report that the reservation had been deleted, and Defendant responded (using a no-reply email address) directing Plaintiff to call the Defendant's 1-800-AIRWAYS number for customer service as they are "**unable to make alterations to bookings, or cancel them, via email**". A copy of that email is attached to this Plaintiff as Exhibit2B.
 17. On May 24, 2023, Plaintiff once again went through the process of contacting Defendant via 1-800-AIRWAYS, with the newfound knowledge to select "1" or "2" instead of "3" at the prompt, and was advised that Confirmation WXUM2H was the booking reference to be used, which was associated with the duplicate charge, and the electronic ticket numbers were 1252154792503 and 1252154792502.
 18. Plaintiff was now satisfied that everything was in order, and that Defendant had canceled the first booking WYGPY8, with associated electronic ticket numbers 1252154792509 and 1252154792508 of the double charge rather than the second set of ticket numbers 1252154792503 and 1252154792502 shown on the MasterCard statement.
 19. Plaintiff proceeded to re-enter passport and other pre-flight information for John Patrick Boddén and Nancy Lee Boddén into the Defendant's reservation system using booking reference WXUM2H. A copy of the last of several emails Defendant sent (using a no-reply email address) dated May 26, 2023, affirming the validity of reservation WXUM2H is attached to this Plaintiff as Exhibit2C.
 20. On June 1, 2023, The U.S. Department of Transportation's (Department or DOT) Office of Aviation Consumer Protection filed a Consent Order against Defendant and assessed a civil penalty of \$1,100,000 for violations of the US Aviation Consumer Protection Regulations after determining that Defendant had engaged in unfair and deceptive practices. Plaintiff considers this Consent Order as relevant to this Plaintiff as the 1-800-AIRWAYS is the same number that Cayman Islands customers are directed to call. A copy of that Consent Order, with relevant portions of text highlighted, is attached to this Plaintiff as Exhibit6.
 21. Plaintiff acknowledges that Defendant did not admit to the violations described in the Consent Order and only entered into the agreement to avoid litigation. However, Plaintiff personally experienced many of the same unfair and deceptive practices detailed in the Consent Order, and one specific statement in the first paragraph of Defendant's response to the Consent Order, namely "**British Airways developed an automated option to process non-complex refunds**" will be cited in support of many statements Plaintiff will proffer further along in this Plaintiff.
 22. On June 9, 2023, Plaintiff received an email (using a no-reply email address) from Defendant with Subject: *Your Departure WXUM2H: 10 Jun 2023 18:05* stating, "**We look**

- forward to welcoming you on board flight BA0252 from Grand Cayman on 10 June 2023 at 18:05". A copy of the email is attached to this Plaint as Exhibit2D.*
23. On June 9, 2023, Plaintiff attempted to check-in online but was informed that the process could not be completed, no reason given, and that Plaintiff should report in person to the Defendant's ticket counter for check-in.
 24. On June 10, 2023, Plaintiff arrived at the Defendant's check-in counter several hours before departure time and was informed that the reservations with booking reference WXUM2H had been cancelled and the money returned to Plaintiff's account. Plaintiff unequivocally declares that no money has been returned to Plaintiff's account other than the disputed charge, which was reversed by MasterCard on May 18, 2023, as shown on Plaintiff's MasterCard statement for June 2023 which is attached to this Plaint as Exhibit3C.
 25. The FADS employee who was acting as the check-in agent for the Defendant and who was in contact with one of the Defendant's representatives on her cell phone, could not answer the question "by whom and for what reason?", but informed Plaintiff that if he wished to board the flight, he would have to pay US\$2946.56 for yet another set of round-trip tickets. This is despite Plaintiff showing the Defendant's agent the email from Defendant attached as Exhibit2D, as well as the online check-in information clearly visible on Plaintiff's iPhone showing booking reference WXUM2H with ticket number 1252154792503 as active in Defendant's reservation system. A screenshot of the still active reservation with ticket number 1252154792503 which was shown to the Defendant's agent at the check-in counter, was saved at 5:40pm by the Plaintiff while waiting in the departure lounge and is attached to this Plaint as Exhibit7.
 26. Defendant was fully aware that Plaintiff had onward connecting flights to Italy with Defendant and Plaintiff had no other option of getting to London in time to make those connections. On June 10, 2023, Plaintiff reluctantly paid Defendant a third time for the same flight 0252 that was first booked and paid for on March 1, 2023, with new booking reference RN5CGP and ticket numbers 1252109754700 and 1252109754701. Plaintiff's MasterCard statement for July 2023 showing the US\$2946.56 charge is attached to this Plaint as Exhibit3D.
 27. On June 10, 2023, Plaintiff and his wife boarded Defendant's flight 0252 bound for London to start their vacation with US\$2946.56 lopped of the credit available to them, or almost US\$650 more than the US\$2300 in the prescient statement attached to this Plaint as Exhibit4A.
 28. On June 18, 2023, Plaintiff received an email from Great Western Railway reminding him of his upcoming trip on the Night Riviera Sleeper from London to Penzance on June 20, 2023, with scheduled departure at 23:45 and details on the cozy cabin that awaits him. A copy of that email is attached to this Plaint as Exhibit8.
 29. On June 20, 2023, Defendant's flight 0545 from Bologna to London was delayed several hours beyond the scheduled 20:35 arrival time causing Plaintiff to miss the Night Riviera Sleeper 23:45 departure from Paddington Station to Penzance. With Heathrow Express

tickets already in hand for the 15-minute journey from Heathrow to Paddington Station and traveling with carry-on luggage only, there would have been plenty of time between the scheduled arrival of Defendant's flight and the scheduled departure of the Great Western Railway train for Plaintiff to make the connection. Plaintiff, with tired and very angry wife in tow, checked at least ten hotels on the streets in and around Paddington Station before finding the last vacancy at the Royal Cambridge Hotel at 12:40am for a few hours rest before catching the 6:00am train to Penzance, now with coach class tickets. Instead of falling asleep in a cozy cabin listening to the soothing sound of the train on railway tracks, Plaintiff spent 4 restless hours listening to the squawking sound of seagulls as there was a heatwave in London and the Royal Cambridge Hotel doesn't have A/C, so the windows had to be left open the few hours Plaintiff spent trying to get some rest. A copy of the hotel receipt is attached to this Plaintiff as Exhibit9.

30. On June 26, 2023, after returning home Plaintiff filed an online complaint with Defendant requesting refunds specifically for the US\$2946.56 return flight Cayman to London which the Plaintiff paid for three times, as well as other expenses and inconveniences suffered by Plaintiff due to the late arrival of Defendant's flight from Bologna on June 20, 2023.
31. On June 26, 2023, Defendant sent an automated response (using a no-reply email address) with subject *"Your British Airways case reference 25172123"* stating ***"We are currently experiencing exceptionally high volumes, so you might have to wait a while for a response, however, we will aim to get back to you as soon as possible"***. A copy of that email is attached to this Plaintiff as Exhibit10A.
32. On July 14, 2023, Defendant sent an automated update (using a no-reply email address) for case reference 25172123 with subject ***"Thank you for bearing with us"*** stating ***"Our Customer Relations team are really busy at the moment, which means it's taking longer than we'd like to get back to you with a full response. Please rest assured we'll be in touch as soon as possible"***. A copy of that email is attached to this Plaintiff as Exhibit10B.
33. On July 28, 2023, Defendant sent another automated update (using a no-reply email address) for case reference 25172123 with subject ***"We'll be on the case soon"*** stating ***"We're sorry we've not been back in touch about your Customer Relations case and we appreciate your patience. We know you've been waiting for a response for 28 days, but please rest assured we haven't forgotten about your case and we'll be in touch as soon as we can."*** A copy of that email is attached to this Plaintiff as Exhibit10C.
34. On August 4, 2023, Defendant sent yet another automated update (using a no-reply email address) for case reference 25172123 with subject ***"Sorry you're still waiting"*** stating ***"We're really sorry you're still waiting for a response from us. We know it's been a long time since you contacted us and this isn't the service you should expect."*** A copy of that email is attached to this Plaintiff as Exhibit10D.

35. On August 7, 2023, Defendant sent an email (using a no-reply email address) for Plaintiff's case reference 25172123 with subject "***Your Response from BA Customer Relations***". The canned response gives every indication that nobody bothered to read the complaint and ended with "***For any applicable refund, I'd suggest you contact your travel agent directly***". This is quite astonishing considering Plaintiff was asking for a refund of tickets purchased directly from Defendant at Owen Roberts Airport on June 10, 2023. In and of itself, the very first sentence of the email boggles the mind "***We're very sorry to hear you had some technical issues with booking your flight online.***" How anyone could come to that conclusion after reading the information submitted by Plaintiff beggars belief. A copy of that email, signed by pseudonym Sahil Sayyed on behalf of British Airways Customer Relations, is attached to this Plaintiff as Exhibit10E.
36. On August 7, 2023, after reviewing Defendant's last response, and thinking perhaps Defendant had been overwhelmed with too much information, Plaintiff tried once again to get a refund with a scaled back request over reservation RN5CGP with US\$2946.56 paid directly to Defendant at Owen Roberts Airport on June 10, 2023, with no travel agent involvement. The new claim was limited to this single item and left out previous request of refunds for delayed flights from Bologna, missed overnight sleeper train to Penzance, and having to search for a hotel after midnight near Paddington Station to have a few hours rest before catching the morning train with coach class tickets to Penzance.
37. On August 9, 2023, Plaintiff received an automated response from Defendant (using a no-reply email address) with case reference 254039032 stating: "***We are currently experiencing exceptionally high volumes, so you might have to wait a while for a response, however, we will aim to get back to you as soon as possible***". A copy of that email, which matches word for word except for the case reference number, the response received to the June 26, 2023, complaint and is attached to this Plaintiff as Exhibit10F.
38. On August 21, 2023, Plaintiff was searching the internet to see if there were any others experiencing the same exceptionally poor customer service and difficulty getting a refund from Defendant when Plaintiff came across the Consent Order issued on June 1, 2023, which caused Plaintiff to view Defendant's previous emails from a whole new perspective.
39. On August 27, 2023, Defendant sent an email (using a no-reply email address) for Plaintiff's case reference 25172123 with subject "***Your Response from BA Customer Relations***". Plaintiff previously stated that the August 7, 2023, response was astonishing, but the latest update defies logic. Along with the usual trope about booking tickets through travel agents, Defendant states, "***Since you couldn't board your flight, you were marked as a 'No Show'***". A copy of that email, once again signed by pseudonym Sahil Sayyed on behalf of British Airways Customer Relations, is attached to this Plaintiff as Exhibit10G.

40. On September 6, 2023, after preparing this Plaintiff using the guidance found in the SMALL CLAIMS HANDBOOK produced by the Office of the Complaints Commissioner, Plaintiff followed their recommendation and attempted to notify Defendant with a "Letter before action" by email.
41. On September 7, 2023, Defendant responded once again saying "When you book a flight with us and fail to travel on it for any reasons, you will be marked as a no show on that flight." This was followed with "To stay consistent with our policy, we're still unable to offer you a refund." A copy of that email is attached to this Plaintiff as Exhibit10H.
42. Plaintiff can categorically state that he indeed boarded the flight on June 10, 2023, after being forced to pay for his tickets a third time. Plaintiff cannot understand why Sahil Sayyed, who must be Defendant's computer-generated pseudonym rather than just some functionally illiterate human being, could conclude that Plaintiff was a "No Show" on June 10, 2023.
43. Plaintiff is of the opinion that Defendant's "automated option to process non-complex refunds", as mentioned in Defendant's response to the Consent Order of June 1, 2023, must be a version of ChatGPT gone crazy, which for lack of a better word Plaintiff will assign the moniker "ChatBA". It appears as if ChatBA is programmed to refuse all requests for refunds and will simply parse the text of the complaint in search of keywords it will then spit out the best matched response to go with the rejection email.
44. In short, Plaintiff contends that ChatBA is a computer program that systematically delays and then rejects all request for "non-complex" refunds, perhaps with the knowledge that many customers will find their claims no longer worth the time and effort necessary to pursue them, and by any acceptable standards must be considered an unfair and deceptive practice.
45. While ChatBA may at first appear short on intelligence for an Artificial Intelligence App, this may be a deliberate attempt to make it appear as some stressed individual who is working feverishly to assist with the refund. Some of the anomalies Plaintiff has noticed thus far include:
 - a. Defendant's email of July 28, 2023, stating "we know you've been waiting for a response for 28 days" only counted the days in July and forgot to add the days from June to the total number of days Defendant made Plaintiff wait for a reply.
 - b. A bit of overreliance on finding key words such as travel agent and quickly throwing out the "I've checked our records and can see that, you've booked your tickets through a travel agent" excuse when the complaint wasn't material to a travel agent's involvement.
 - c. This is a big one. "Since you couldn't board your flight, you were marked as a 'No Show'." A customer standing at your ticket counter arguing with the agent about being forced to purchase a new ticket can never be classified as a No Show!
46. Plaintiff recognizes that ChatBA, in conjunction with always using "No Reply" email addresses in correspondence to prevent dialogue, has been wildly successful for Defendant as they have been holding on to Plaintiff's money since March 1, 2023, and Plaintiff has now resigned

himself to the fact that nothing short of a court order is going to make Defendant return the money.

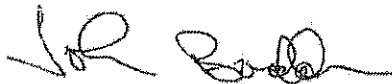
47. Plaintiff contends that Defendant continues to engage in the unfair and deceptive practices outlined in the U.S. Department of Transportation's (Department or DOT) Office of Aviation Consumer Protection Consent Order dated June 1, 2023, and the paragraphs that follow will offer ample evidence that would lead any non-conflicted person to draw the same conclusion.
48. While those practices may not be illegal in the Cayman Islands, as Plaintiff suspects we have no laws specific to consumer aviation protection, that does not change the fact that Defendant has been unfair and deceptive in dealings with Plaintiff.
49. Defendant's Annual Report and Accounts for the Year ended 31 December 2022, a public document, on page-3 states *"We have invested heavily in our contact centres and recruited new colleagues in this area, where we continue to roll out improvements to enhance the customer experience. This includes phasing in a new, **modern phone system and a brand-new customer platform which equips our colleagues with the ability to see all the information about each customer across multiple contact channels in one central place.**"*
50. Defendant indeed has a modern phone system with quick response, but as previously intimated in paragraph 12 of this Plaint, any option not associated with generating revenue for the Defendant usually gets the old *"**due to heavy call volumes we are unable to process your call**"* and then immediately disconnects, instead of the excessive wait times in a queue from the old system mentioned in the Consent Order. Plaintiff states that this "heavy call volumes" response was experienced from March through September on every call made to 1-800-AIRWAYS whenever option 3 was selected.
51. Plaintiff contends that it is not possible for Defendant to have "heavy call volumes" on their phone system for more than six months, as by definition whatever the call volume might be, it must at some point in time become the norm. Defendant provides limited resources for handling any calls to 1-800-AIRWAYS not expected to generate revenue for Defendant, and cleverly does this by automatically directing those calls to a different queue. This is glaringly obvious because the "heavy call volumes" message never occurs with options 1 or 2. It's the sort of "if you're buying, I'm ready" but "if you want your money back, I'm busy" attention one would expect from a scoundrel.
52. Plaintiff also contends that it is not possible for Defendant to have "exceptionally high volumes" on their customer online portal for a similar period without these exceptions becoming the norm. The chain of one-way emails from Defendant to Plaintiff, using a no-reply address, beginning June 26, 2023, and ending August 7, 2023, which Plaintiff labels as Acknowledge, Delay, Delay, Delay, Deny, is a fine example of how Defendant takes their customers' good faith for as long as their patience might allow before issuing a crushing denial of a refund request without any human intervention whatsoever.

53. Given what Defendant considered to be the final response on August 7, 2023, Plaintiff has no doubt that the entire series of responses were generated by Defendant's *"automated option to process non-complex refunds"* and could have been sent to Plaintiff within a matter of hours of the complaint being filed. However, this would have ruined the image conjured up by Defendant's *"Our Customer Relations team are really busy at the moment, which means it's taking longer than we'd like to get back to you with a full response. Please rest assured we'll be in touch as soon as possible"*.
54. Plaintiff further contends that the *"brand-new customer platform which equips our colleagues with the ability to see all the information about each customer across multiple contact channels in one central place"* must have suffered a glitch on June 10, 2023, since neither reservation WYGPY8 with electronic ticket numbers 1252154792509 and 1252154792508, nor reservation WXUM2H with electronic ticket numbers 1252154792503 and 1252154792502 was visible to the agent at the desk that day.
55. The U.S. Department of Transportation's (Department or DOT) Office of Aviation Consumer Protection Consent Order dated June 1, 2023, names as an Unfair Practice, *"an airline's practice of not having a readily accessible way for consumers to request refunds"* and *"retaining passengers' funds for lengthy periods of time and failing to provide readily accessible methods for consumers to request refunds"*.
56. Plaintiff reiterates that Defendant's brand-new customer platform is a tool that allows Defendant to fully automate and continue the unfair and deceptive practice of delaying and denying customer requests for refunds, as shown in the attached series of emails from Defendant to Plaintiff. It is a façade that allows Defendant to unnecessarily delay responding for long periods of time, and then simply end the process by denying the customer a refund without even a cursory human review of the claim.
57. Any customer requesting a refund through Defendant's online portal might initially be led to believe that Defendant is truly concerned about them if they only judge by the prose in Defendant's one-way communications. Plaintiff has received responses with *"sorry"* five times, *"really sorry"*, and *"very sorry"* in apologies on the length of time it is taking them to respond, and for good measure even a *"this isn't the service you should expect"* before going on to summarily reject all claims.
58. Defendant's responses to Plaintiff's multiple requests for a refund, or more accurately the return of money that is rightfully his and Defendant never should have been taken from his credit card, isn't the service anyone should expect, and hence the reason for this Plaintiff.

AND the Plaintiff claims:

1. The sum of \$2979.64 being:
 - a. Refund of May credit card Finance Charge of US\$48.07 x .84 = CI\$40.38
 - b. Refund of Airline Tickets purchased June 10, 2023, US\$2946.56 x .84 = CI\$2475.11

- c. Refund of Sleeper Train Tickets no longer valid US\$285.48 x .84 = CI\$239.80
 - d. Refund of Royal Cambridge Hotel for four hours rest PNDS210.00 = CI\$224.35 (paid for with Plaintiffs CNB CI dollar debit card).
2. Damages of \$20,000.00, being the maximum amount allowable in this Honorable Court, as a deterrent for tortious acts committed against Plaintiff, to wit:
- a. Charging Plaintiff US\$2300.06 twice for the same tickets on March 1, 2023, and never responding to Plaintiff's request to reverse the charge causing Plaintiff to have to pay US\$48.07 in finance charges and have the credit limit on Plaintiff's credit card reduced by US\$2300.06 for three months.
 - b. Charging Plaintiff, a third time, US\$2946.56 for tickets previously purchased, once again reducing Plaintiff's credit card limit by US\$ US\$2946.56 the day Plaintiff left for vacation and potentially denying Plaintiff and his wife one-off opportunities and experiences that can never be recreated.
 - c. Steadfastly refusing to refund the US\$2946.56 that rightfully belongs to Plaintiff despite the many impassioned pleas made to Defendant since June 26, 2023.
3. Costs to be assessed.



Plaintiff's Signature

vhadden@canada.ky
925-1641

Plaintiff's address for service

P.O. Box 1521GT KY1-1110
43 Stingray Drive, South Sound

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 20

BETWEEN:

John Patrick Bodden

Plaintiff

AND:

British Airways PLC.

Defendant

ACKNOWLEDGMENT OF SERVICE

State Defendant's name and address –

Owen Roberts International Airport
Grand Cayman
Cayman Islands

State whether the Defendant intends to contest the action.

Yes

No

If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

DATED this _____ day of _____ 20____

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs are the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

PARTICULARS OF COUNTERCLAIM

AND the Defendant claims:

Defendant's Signature

REMINDER: This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.

Receipt

Expedia itinerary: 72502279220631

Purchase date: Mar 1, 2023

Booking details

Roundtrip flight

George Town (GCM) to London (LHR)

British Airways 0252

Economy / Coach (O)

London (LHR) to George Town (GCM)

British Airways 0253

Economy / Coach (O)

Depart: Jun 10, 2023

Return: Jun 24, 2023

Traveler 1: Adult

JOHN PATRICK BODDEN

Ticket Number: 1252154792509

Traveler 2: Adult

NANCY LEE BODDEN

Ticket Number: 1252154792508

Payment details

Flight price

Traveler 1: Adult \$509.00

Taxes and fees \$641.18

Traveler 2: Adult \$509.00

Taxes and fees \$641.18

Other

Trip Protection Plus \$281.56

Total \$2,581.92

Paid \$2,581.92

[MasterCard 4098]

jbodden@candw.ky

From: British Airways Customer Services <BA.CustSvcs@email.ba.com>
Sent: Monday, March 6, 2023 8:11 PM
To: JBODDEN@CANDW.KY
Cc: NDC_AGENCY@GROUPS.EXPEDIAGROUP.COM
Subject: Confirmation of changes to Booking Reference: WYGPY8

BRITISH AIRWAYS

Dear Customer,

Booking reference: WYGPY8

Contact email address: JBODDEN@CANDW.KY

This is confirmation of changes made to your British Airways booking.

Summary of changes

Provision of Advance Passenger Information for JOHN PATRICK BODDEN.

JOHN PATRICK BODDEN updated the contact mobile/cell phone numbers for this booking.

Provision of Advance Passenger Information for NANCY LEE BODDEN.

JOHN PATRICK BODDEN updated the contact mobile/cell phone numbers for this booking.

The changes were requested by passenger JOHN PATRICK BODDEN

jbodden@candw.ky

From: British Airways UK <webformuk@email.ba.com>
Sent: Wednesday, May 24, 2023 12:11 PM
To: jbodden@candw.ky
Subject: My booking WYGPY8 seems to have been canceled after MasterCard reversed the...
[Incident: 230524-003286]



Auto-Response By (Administrator) (24/05/2023 06.11 PM (BST))

Dear John Patrick

Thank you for writing to us about your booking and the change you want to make to it. I'm so sorry to disappoint you, however we're unable to make any alterations to bookings, or cancel them, via email.

If your query is regarding a change to your booking related to COVID-19 travel restrictions and flight cancellations/alterations, please see this [ba.com](http://www.ba.com) section for helpful information:

<http://www.ba.com/confidence>

The information below only applies to bookings made directly with us. If you booked with a travel agency, online travel website (except Skyscanner or Kayak) or another airline please contact them directly for assistance.

Booking changes don't work well in an email conversation, as vital flight seat availability can be lost while we wait for each other to reply, plus we sometimes need to give you quite detailed information which isn't suited to time-lapsed email replies. Additionally, there are payment protection regulations that mean we can't ask for your card details in an email, if we need to take any extra money from you.

If you're wanting to cancel anything from within your booking, again there's detailed information you'll need from us which isn't suited to an email conversation.

Our telephone numbers during the COVID-19 travel pandemic are here:

<https://www.britishairways.com/information/incident/coronavirus/latest-information#needtocontactus>

If you can't make the change you need to on [ba.com](http://www.ba.com), or have questions about the ticket you purchased that isn't available when you view your booking using

Manage My Booking (at: <http://www.ba.com/mmb>), our Customer Support team can help you. Currently it's not possible to change your origin or destination airports on ba.com, reduce the number of people travelling (dividing your booking and cancelling some people off it), or alter a return ticket so that it's now just one-way.

Some changes or cancellations made over the telephone will incur an administration charge – our agents will tell you this before taking the action.

Our telephone numbers during the COVID-19 travel pandemic are here: <https://www.britishairways.com/information/incident/coronavirus/latest-information#needtocontactus>

Finally, please be aware that if you do ring through to us, our agents will need to complete some security validations to ensure they're protecting your data/booking, so could you please have the full details of your flights/booking available plus your passport details to hand (as this information could form part of the details required by them).

Please feel free to let us know if you have any more questions.

Kind regards

British Airways

LEGAL INFORMATION

British Airways recommends that all our customers remain aware of their government's travel advice for the destination they are travelling to. For UK nationals this can be accessed from the Foreign and Commonwealth Office 'travel aware' website:

<https://travelaware.campaign.gov.uk/>

Customers of other nationalities should seek advice from their own government. The information in this Internet email is confidential and may be legally privileged. It is intended solely for the addressee. Access by any other person to this Internet email is not authorised.

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You can read British Airways' Privacy Policy here:

<https://www.britishairways.com/information/legal/privacy-policy>

This email message has been swept by McAfee virus protection for the presence of computer viruses however we cannot guarantee that it is virus-free and you

should scan this mail and, before opening them or saving them, any attachments for viruses.

This email was sent to you by British Airways Plc: <http://www.ba.com/travel/about-british-airways/>

Customer By CSS Web (John Patrick Bodden) (24/05/2023 06.11 PM (BST))

My booking WYGPY8 seems to have been canceled after MasterCard reversed the double-charge BA made to my credit card on Mar 2, 2023

jbodden@candw.ky

P.O. Box 1521GT KY1-1110

Booking made via Expedia - Expedia itinerary: 72502279220631

John Bodden & Nancy Bodden return tickets to London WYGPY8

Passport # 542923944 expires 05 May 2027

Credit Card **** * 4098 expires 01/24

jbodden@candw.ky

From: British Airways Customer Services <BA.CustSvcs@email.ba.com>
Sent: Friday, May 26, 2023 5:09 PM
To: JBODDEN@CANDW.KY
Cc: NDC_AGENCY@GROUPS.EXPEDIAGROUP.COM
Subject: Confirmation of changes to Booking Reference: WXUM2H

BRITISH AIRWAYS 

Dear Customer,

Booking reference: WXUM2H

Contact email address: JBODDEN@CANDW.KY

This is confirmation of changes made to your British Airways booking.

Summary of changes

Provision of Advance Passenger Information for NANCY LEE BODDEN.

The changes were requested by passenger JOHN PATRICK BODDEN

Manage my booking

To review your booking, please click on the link below:

[Manage Your Booking](#)

We look forward to welcoming you on board
British Airways Customer Services

jbodden@candw.ky

From: British Airways Customer Services <BA.CustSvcs@email.ba.com>
 Sent: Friday, June 9, 2023 5:05 PM
 To: jbodden@candw.ky
 Subject: Your Departure WXUM2H: 10 Jun 2023 18:05

BRITISH AIRWAYS



It's time to fly

Dear Customer,

Booking reference: **WXUM2H**

We look forward to welcoming you on board flight BA0252 from Grand Cayman on 10 June 2023 at 18:05

Are you ready to fly?



Online check-in opens 24 hours before your flight departs.

- The countdown clock in 'Manage My Booking' will tell you when you can check in.
- Once check-in opens, use ba.com or the BA mobile app to choose your seat and print or download your boarding pass.
- You can also save, email or print your boarding pass again on ba.com.

[Manage My Booking](#)

S2023-0212



NEW BALANCE	PAST DUE AMOUNT	PAYMENT DUE DATE	2023-09-12 MINIMUM PAYMENT DUE
		04/04/23	
ACCOUNT NUMBER		PLEASE WRITE AMOUNT OF PAYMENT ENCLOSED	
		\$	

JOHN P BODDEN

01476

CAYMAN ISLANDS

All payments will be processed through your savings or chequing account.

Account number to be used for payments processing :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account name:

For no-wait payment, please include credit card number

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butterfield miles platinum

Credits Subject to Bank Verification and Proof
Call Centre Telephone No: (345) 815 7527

To Report a Lost or Stolen Card after Business Hours
Please Call Telephone No: (345) 815 7527

BUTTERFIELD BANK (CAYMAN) LIMITED
Butterfield Place, 12 Albert Panton Street
P.O. Box 705, Grand Cayman KY1 1107, Cayman Islands

ACCOUNT NUMBER	CREDIT LIMIT	CREDIT AVAILABLE	DAYS IN BILLING CYCLE	BILLING CYCLE CLOSING DATE	PAYMENT DUE DATE	MINIMUM PAYMENT DUE
			28	03/10/23	04/04/23	

DATE OF		REFERENCE NUMBER	DESCRIPTION OF TRANSACTION	AMOUNT
TRANS.	POST			
02/12				
02/12				
02/24				
03/01				
03/02				
03/02	03/02	05272441YSFG6JD0B 23/06/24 1 BA O 2 BA O	BRITISH 1252154792508 800-2479297 NY LEE NANCY BODDEN LONDON LONDON LONDON GRAND CAYMAN	1,150.18
03/02	03/02	05272441YSFG6JD0J 23/06/24 1 BA O 2 BA O	BRITISH 1252154792509 800-2479297 NY PATRICK JOHN BODDEN LONDON LONDON LONDON GRAND CAYMAN	1,150.18
03/02	03/02	05272441YSFG6JD1L 23/06/24 1 BA O 2 BA O	BRITISH 1252154792503 800-2479297 NY PATRICK JOHN BODDEN LONDON LONDON LONDON GRAND CAYMAN	1,150.18
03/02	03/02	05272441YSFG6JD1Q	BRITISH 1252154792502 800-2479297 NY	1,150.18

PREVIOUS BALANCE	PAYMENTS	CREDITS	PURCHASES AND OTHER CHARGES	CASH ADVANCES	TOTAL FINANCE CHARGE	NEW BALANCE

AN AMOUNT WITH A MINUS SIGN (-) IS A CREDIT BALANCE UNLESS OTHERWISE INDICATED.

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	CORRESPONDING FINANCE CHARGES	CORRESPONDING ANNUAL PERCENTAGE RATE
PURCHASES	0.00	%	0.00	19.50%
CASH ADVANCES	0.00	%	0.00	19.50%

Butterfield Bank (Cayman) Limited is licensed to conduct banking and investment business by the Cayman Islands Monetary Authority. Address: Butterfield Place, 12 Albert Panton Street
P.O. Box 705, Grand Cayman KY1 1107, Cayman Islands



butterfield miles platinum

ACCOUNT NUMBER	CREDIT LIMIT	CREDIT AVAILABLE	DAYS IN BILLING CYCLE	BILLING CYCLE CLOSING DATE	PAYMENT DUE DATE	MINIMUM PAYMENT DUE
			28	03/10/23	04/04/23	

DATE OF		REFERENCE NUMBER	DESCRIPTION OF TRANSACTION	AMOUNT
TRANS.	POST			
		23/06/24	LEE NANCY BODDEN	
		1 BA O	LONDON LONDON	
		2 BA O	LONDON GRAND CAYMAN	
03/02	03/02	05272441YSFG6JD1W	BRITISH 1252154857013 800-2479297 NY	162.00
		23/06/12	LEE NANCY BODDEN	
		1 BA V	LONDON FLORENCE	
03/02	03/02	05272441YSFG6JD14	BRITISH 1252154857014 800-2479297 NY	162.00
		23/06/12	P JOHN BODDEN	
		1 BA V	LONDON FLORENCE	
03/03	03/03	05272441ZSFG9E97N	BRITISH 1252154857427 800-2479297 NY	119.20
		23/06/20	P JOHN BODDEN	
		1 BA V	BOLOGNA LONDON	
03/03	03/03	05272441ZSFG9E97Y	BRITISH 1252154857426 800-2479297 NY	119.20
		23/06/20	LEE NANCY BODDEN	
		1 BA V	BOLOGNA LONDON	
03/05				
03/07				

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INITIAL BALANCE	PAST DUE AMOUNT	PAYMENT DUE DATE	2023-09-12 PAYMENT DUE
		06/04/23	
ACCOUNT NUMBER		PLEASE WRITE AMOUNT OF PAYMENT ENCLOSED	
		\$	

JOHN P BODDEN

01442

All payments will be processed through your savings or chequing account.

Account number to be used for payments processing :

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CAYMAN ISLANDS

Account name: _____

For no-wait payment, please include credit card number

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butterfield miles platinum

Credits Subject to Bank Verification and Proof
Call Centre Telephone No: (345) 815 7527

To Report a Lost or Stolen Card after Business Hours
Please Call Telephone No: (345) 815 7527

BUTTERFIELD BANK (CAYMAN) LIMITED
Butterfield Place, 12 Albert Panton Street
P.O. Box 705, Grand Cayman KY1 1107, Cayman Islands

ACCOUNT NUMBER	CREDIT LIMIT	CREDIT AVAILABLE	DAYS IN BILLING CYCLE	BILLING CYCLE CLOSING DATE	PAYMENT DUE DATE	MINIMUM PAYMENT DUE
			30	05/10/23	06/04/23	

DATE OF		REFERENCE NUMBER	DESCRIPTION OF TRANSACTION	AMOUNT
TRANS.	POST			
04/21				
04/21				
04/21	04/21	55504433F2BKA278M	WWW.GWR.COM 07889651585 GE 2304 180.00 826 1.285944444	231.47
04/21	04/21	55504433F59V9DQK3	WWW.HEATHROWEXPRESS.CO 07730147935 GE 2304 73.00 826 1.285890410	93.87
04/24	04/24	55504433J2BH8TTQ3	WWW.GWR.COM 07889651585 GE 2304 222.00 826 1.285945945	285.48
05/10	05/10	*FINANCE CHARGE*	PURCHASES \$48.07 CASH ADVANCE \$0.00	48.07

PREVIOUS BALANCE	PAYMENTS	CREDITS	PURCHASES AND OTHER CHARGES	CASH ADVANCES	TOTAL FINANCE CHARGE	NEW BALANCE
					\$48.07	

AN AMOUNT WITH A MINUS SIGN (-) IS A CREDIT BALANCE UNLESS OTHERWISE INDICATED.

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	CORRESPONDING FINANCE CHARGES	CORRESPONDING ANNUAL PERCENTAGE RATE
PURCHASES		%	48.07	19.50%
CASH ADVANCES	0.00	%	0.00	19.50%

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ENDING BALANCE	PAST DUE AMOUNT	PAYMENT DUE DATE	2023-09-12 NEXT PAYMENT DUE
		07/05/23	
ACCOUNT NUMBER		PLEASE WRITE AMOUNT OF PAYMENT ENCLOSED	
		\$	

JOHN P BODDEN

06712

All payments will be processed through your savings or chequing account.

Account number to be used for payments processing :

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CAYMAN ISLANDS

Account name: _____

For no-wait payment, please include credit card number

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Credits Subject to Bank Verification and Proof
Call Centre Telephone No: (345) 815 7527

To Report a Lost or Stolen Card after Business Hours
Please Call Telephone No: (345) 815 7527

BUTTERFIELD BANK (CAYMAN) LIMITED
Butterfield Place, 12 Albert Panton Street
P.O. Box 705, Grand Cayman KY1 1107, Cayman Islands

ACCOUNT NUMBER	CREDIT LIMIT	CREDIT AVAILABLE	DAYS IN BILLING CYCLE	BILLING CYCLE CLOSING DATE	PAYMENT DUE DATE	MINIMUM PAYMENT DUE
			31	06/10/23	07/05/23	

DATE OF		REFERENCE NUMBER	DESCRIPTION OF TRANSACTION	AMOUNT
TRANS.	POST			
05/18	05/18	F1119004A000M0039	BRITISH MAR-2-23	1,150.18
05/18	05/18	F1119004A000M0040	BRITISH MAR-2-23	1,150.18
05/31	05/31	85432204P01765VZ1	PAYMENT - THANK YOU	48.07

PREVIOUS BALANCE	PAYMENTS	CREDITS	PURCHASES AND OTHER CHARGES	CASH ADVANCES	TOTAL FINANCE CHARGE	NEW BALANCE

AN AMOUNT WITH A MINUS SIGN (-) IS A CREDIT BALANCE UNLESS OTHERWISE INDICATED.

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	CORRESPONDING FINANCE CHARGES	CORRESPONDING ANNUAL PERCENTAGE RATE
PURCHASES	0.00	%	0.00	19.50%
CASH ADVANCES	0.00	%	0.00	19.50%

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FINANCIAL BALANCE	PAST DUE AMOUNT	PAYMENT DUE DATE	2023-09-12 PAYMENT DUE
		08/04/23	

ACCOUNT NUMBER	PLEASE WRITE AMOUNT OF PAYMENT ENCLOSED
	\$

JOHN P BODDEN

01430

All payments will be processed through your savings or chequing account.

Account number to be used for payments processing :

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CAYMAN ISLANDS

Account name: _____

For no-wait payment, please include credit card number

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butterfield miles platinum

Credits Subject to Bank Verification and Proof
Call Centre Telephone No: (345) 815 7527

To Report a Lost or Stolen Card after Business Hours
Please Call Telephone No: (345) 815 7527

BUTTERFIELD BANK (CAYMAN) LIMITED
Butterfield Place, 12 Albert Panton Street
P.O. Box 705, Grand Cayman KY1 1107, Cayman Islands

ACCOUNT NUMBER	CREDIT LIMIT	CREDIT AVAILABLE	DAYS IN BILLING CYCLE	BILLING CYCLE CLOSING DATE	PAYMENT DUE DATE	MINIMUM PAYMENT DUE
			30	07/10/23	08/04/23	

DATE OF		REFERENCE NUMBER	DESCRIPTION OF TRANSACTION	AMOUNT
TRANS.	POST			
06/10	06/11	027013853SFGB8AHA	BRITISH 12521097547010 CAYMAN ISLAND KA	2,946.56
		06/10/23	BODDEN/NANCY LEE	
		1 BA L	GRAND CAYMAN LONDON	
06/11		2 BA S	LONDON GRAND CAYMAN	
06/23				
06/27				

PREVIOUS BALANCE	PAYMENTS	CREDITS	PURCHASES AND OTHER CHARGES	CASH ADVANCES	TOTAL FINANCE CHARGE	NEW BALANCE

AN AMOUNT WITH A MINUS SIGN (-) IS A CREDIT BALANCE UNLESS OTHERWISE INDICATED.

	AVERAGE DAILY BALANCE	DAILY PERIODIC RATE	CORRESPONDING FINANCE CHARGES	CORRESPONDING ANNUAL PERCENTAGE RATE
PURCHASES	0.00	%	0.00	19.50%
CASH ADVANCES	0.00	%	0.00	19.50%

Butterfield Bank (Cayman) Limited is licensed to conduct banking and investment business by the Cayman Islands Monetary Authority. Address: Butterfield Place, 12 Albert Panton Street P.O. Box 705, Grand Cayman KY1 1107, Cayman Islands

Mar 9, 2023

Virtual Agent

Hi John, I'm your Virtual Agent 🙋

5:33 PM

I'm here 24/7 to help with your travel plans. To continue to improve your experience, this conversation may be recorded. If at any point I'm not able to assist you, I'll connect you to an agent who can. What would you like to do?

5:33 PM

You have charged my credit card twice for the same purchase

5:33 PM

Virtual Agent

I can't help you with this yet, so let's get someone who can 🙋

5:33 PM

Contact an agent

5:33 PM

Virtual Agent

What type of question do you have? This will help me connect you to the right agent.

5:34 PM

Flight

5:34 PM

Virtual Agent

Your estimated wait time: 1-2 minutes. Would you like to continue?

5:34 PM

Continue

5:34 PM

Virtual Agent

Help is on the way! An agent will say hello shortly.

5:34 PM

Please keep this chat open. If you leave this page or make other selections, you could lose your place in line.

5:34 PM

Sonim (Agent)

Hi, this is Sonim ! I will just take a minute to read through the conversation and get caught up. Then I'll be able to help you shortly. Thank you!

5:35 PM

So your card was charged twice ?

5:35 PM

Are we still connected ?

5:37 PM

Yes, I booked a round trip flight for two from Cayman to London on Mar 1 and I just looked at my credit card statement at I have been charged twice for the same flight. Four entries for \$1150.18 instead of just two.

5:37 PM

Sonim (Agent)

Is this the booking ? Round trip to LHR

Sat, Jun 10-Sat, Jun 24

5:37 PM

Yes

5:38 PM

Sonim (Agent)

2,300.36 Usd is the charges for the flights right ?

5:39 PM

The trip protection plus of \$281.56 was only charged once.

5:39 PM

Sonim (Agent)

2,300.36 Usd was charged twice ?

5:39 PM

Yes, but it was done as four separate charges of \$1150.18

5:40 PM

Sonim (Agent)

I believe that the charges are still in pending right ?

5:41 PM

Well it's \$2300.36 off my credit card limit and there may be more of the same.

5:42 PM

Sonim (Agent)

As per checking, only one charge is done by the Airline 2,300.36USD and 281.56 USD, apart from that ,the will automatically fall back into your original form of payment within 6-9 business days .

5:43 PM

Be rest assured .

5:43 PM

OK. Thanks

5:44 PM

Sonim (Agent)

Do you need help with any other booking/Itinerary or any other question regarding the booked Itinerary?

5:44 PM

Not now.

5:44 PM

Sonim (Agent)

Thank you for contacting us today.Have a good day .

5:45 PM

Virtual Agent

OK! Do you have a minute to answer 3 quick questions? We'll use your feedback to improve the experience.

5:51 PM

Mar 14, 2023

Virtual Agent

Hi John, I'm your Virtual Agent 🙌

10:54 AM

I'm here 24/7 to help with your travel plans. To continue to improve your experience, this conversation may be recorded. If at any point I'm not able to assist you, I'll connect you to an agent who can. What would you like to do?

10:54 AM

Get refund status

10:57 AM

Virtual Agent

Give me a second to gather your info.

10:57 AM

Looks like you don't have any bookings. Can I help you find a different one?

10:57 AM

Do something else

10:58 AM

Virtual Agent

No problem. What would you like to do next, John?

10:58 AM

My credit card statement has been issued with a double-billing for the round trip from Cayman to London for \$2300 and no credit has been sent to my credit card. The charges were made on March 2.

11:00 AM

Virtual Agent

I can't help you with this yet, so let's get someone who can 😊

11:00 AM

Contact an agent

11:02 AM

Virtual Agent

What type of question do you have? This will help me connect you to the right agent.

11:02 AM

Something else

11:02 AM

Virtual Agent

Your estimated wait time: 1-2 minutes. Would you like to continue?

11:02 AM

Continue

11:02 AM

Virtual Agent

Help is on the way! An agent will say hello shortly.

11:02 AM

Please keep this chat open. If you leave this page or make other selections, you could lose your place in line.

11:02 AM

Christian (Agent)

Hi, This is Christian. How can i help you?

11:03 AM

I informed you on March 9 of a double billing of around \$2300 on my credit card and no refund has been sent to my credit card so far.

11:03 AM

Christian (Agent)

I'm sorry for that, but don't worry I'm here to help. let me check that for you.

11:04 AM

May I have the itinerary number of the reservation that has an refund request please?

11:05 AM

72502279220631

11:06 AM

Christian (Agent)

Awesome! let me have a look on this. kindly hold on

11:06 AM

Hi, upon checking here. there is only one charge made by the airline. and i believe that other charges are floating.

11:10 AM

Have you tried to contact your bank about this?

11:11 AM

There are four charges made by the airline. I can send you a copy of my credit card bill showing them if you like.

11:12 AM

Christian (Agent)

Can you send me a screen shot?

11:12 AM

I can try, but last time I couldn't get anything other than text into this message box.

11:13 AM

Nope. screen shot doesn't paste

11:14 AM

Christian (Agent)

Alright! because upon checking here it is only a one charge. so any unexpected is a floating or pending charges only. it should be returned back on your card.

11:14 AM

I will try contacting British Airways then.

11:15 AM

Christian (Agent)

Now, it has something to do with the bank or the airline, since here on our end there is no showing.

11:15 AM

Yes. I'm sorry for that. do you have the number of the airline?

11:15 AM

Thanks for your help

11:15 AM

Christian (Agent)

You're welcome. try to contact your bank first before the airline.

11:15 AM

Is there anything else i can assist you with?

11:16 AM

I'm good for now.

11:16 AM

Christian (Agent)

Thank you for choosing chat. have a great one.

11:17 AM

Virtual Agent

OK! Do you have a minute to answer 3 quick questions? We'll use your feedback to improve the experience.

11:17 AM

Really busy today

11:19 AM

Virtual Agent

Hi John, I'm your Virtual Agent 🙋

11:19 AM

I'm here 24/7 to help with your travel plans. To continue to improve your experience, this conversation may be recorded. If at any point I'm not able to assist you, I'll connect you to an agent who can. What would you like to do?

11:19 AM

I can't help you with this yet, so let's get someone who can 🙋

11:19 AM

jbodden@candw.ky

From: British Airways UK <webformuk@email.ba.com>
Sent: Tuesday, March 14, 2023 3:16 PM
To: jbodden@candw.ky
Subject: British Airways Customer Relations query (p-t) [Incident: 230314-003755]



BRITISH AIRWAYS

Auto-Response By (Administrator) (14/03/2023 08:15 PM (GMT))

Thank you for contacting British Airways Customer Relations. We'll reply to your query as soon as possible.

Please read the following information:

The latest on the COVID-19 situation - including country entry regulations and ticket options - is available on ba.com using the link below, including your ticket options - it's always up-to-date:

<https://www.ba.com/coronavirus>

If you need urgent help from British Airways, please use the following link to our telephone details around the world:

<http://www.ba.com/contact>

Kind regards
British Airways

Customer By CSS Web (Rest Web Service) (14/03/2023 08:15 PM (GMT))

Contact Information

Name - John Patrick Bodden

Home Address

43 Stingray Drive

South Sound

Off Walker's Road

Grand Cayman

KY11110

Cayman Islands

Issue Reported

Issue 1

Type of Issue - Bookings and reservations: Refunds - Apply for a refund - All other refund reasons

Analysis Code - 4 B&R RR

Passenger(s) Affected

Name - John Patrick Bodden

Email - jbodden@candw.ky

Name - Nancy Lee Bodden

Email - nanbodden@hotmail.com

Travel Details

Booking Reference - WYGPY8

Marketing Flight Number - BA0252

Operating Flight Number - BA0252

Scheduled Departure Date - 10 Jun 2023

Departing - Grand Cayman (GCM)

Arriving - Heathrow (LHR)

Airline - British Airways

Portal Text

Case Type - Portal Text

Case Text - On March 2, 2023 you charged my credit card twice for the same booking made through Expedia. 1252154792508 and 1252154792509 are on my Expedia account, but I have just received my Credit Card bill and you have charged for the same flights under 1252154792503 and 1252154792502. There are a total of four separate charges of \$1150.18 for John and Nancy Bodden return flights.

jbodden@candw.ky

From: British Airways UK <webformuk@email.ba.com>
Sent: Wednesday, March 15, 2023 10:32 PM
To: jbodden@candw.ky
Subject: British Airways Customer Relations query (p-t) [Incident: 230314-003755]



Subject : British Airways Customer Relations query (p-t) [Incident: 230314-003755]

Response By Email (Dakshata) (16/03/2023 03.32 AM (GMT))

Dear John

Thank you for having written to us about your booking query.

I'm sorry to disappoint you but we're unable to assist you through this email channel.

I request you to please contact your nearest British Airways office.

Telephone numbers, addresses and opening times for our offices can be found on ba.com here:

<http://www.britishairways.com/contact>

I hope they resolve this swiftly for you.

Please feel free to let us know if you have any more questions.

Kind regards

Dakshata

British Airways

If you have 5-10 minutes spare, we would love to hear your experience having emailed British Airways for assistance. This link takes you to a survey that we'd appreciate you completing:

<https://askba-faqemail.custhelp.com/ci/documents/detail/5/196/12/6ad4f6e726863853110f3ad150e61836792b970b>

LEGAL INFORMATION

British Airways recommends that all our customers remain aware of their government's travel advice



UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 OFFICE OF THE SECRETARY
 WASHINGTON, D.C.

Issued by the Department of Transportation
 on the 1st day of June, 2023

British Airways Plc

Docket OST-2023-0001

Violations of 49 U.S.C. § 41712 and
 14 CFR Part 259

Served June 1, 2023

CONSENT ORDER

The U.S. Department of Transportation's (Department or DOT) Office of Aviation Consumer Protection has determined that British Airways failed to provide timely refunds to passengers for flights to and from the United States that the carrier cancelled or significantly changed in violation of 49 U.S.C. § 41712 (Section 41712) and 14 CFR Part 259. From March to November 2020, British Airways' website instructed consumers to contact the carrier via phone to "discuss refund options," including for flights the carrier canceled or significantly changed. However, consumers were unable to get through to customer service agents when calling the carrier for several months during this period because British Airways failed to maintain adequate functionality of its customer service phone lines. There was also no way to submit a refund request through the carrier's website during this period. Also, from March to November 2020, British Airways had misleading information on its website which led consumers to inadvertently request travel vouchers instead of refunds. Since March 2020, the Department has received over 1,200 complaints alleging that British Airways failed to provide timely refunds after cancelling or significantly changing consumers' flights to or from the United States. British Airways has received thousands more complaints and refund requests directly from consumers. British Airways' failure to establish, for several months, a readily accessible method for consumers to request refunds for flights the carrier canceled or significantly changed caused significant challenges and delays in thousands of consumers receiving required refunds. This order directs British Airways to cease and desist from future similar violations of 49 U.S.C. § 41712 and 14 CFR Part 259 and assesses the carrier \$1,100,000 in civil penalties.

Applicable Law

Pursuant to 49 U.S.C. § 41301, a foreign air carrier¹ may provide foreign air transportation² only if the foreign air carrier holds a permit from the Department authorizing the foreign air transportation or has a valid exemption from that section.³ A foreign air carrier that holds a foreign air carrier permit from the Department is subject to the requirements of 49 U.S.C. § 41712, which prohibits an air carrier, foreign air carrier, or a ticket agent from engaging in an unfair and deceptive practice in air transportation or the sale of air transportation. Section 41712 authorizes the Department to investigate and decide whether a carrier or ticket agent is engaging in an unfair or deceptive practice, and if so, to prohibit such a practice.⁴

In April and May 2020, in response to the high volume of air travel service complaints received, many of which concerned refunds, the Department's Office of Aviation Consumer Protection (OACP) issued notices to help consumers understand their rights and emphasize to airlines that the unprecedented impact COVID-19 has had on air travel has not changed the airlines' obligation under Section 41712 to refund passengers for flights that airlines cancel or significantly change.⁵ The May notice also stated the Department's longstanding view that an unfair practice is one that "(1) causes or is likely to cause substantial injury to consumers, (2) cannot be reasonably avoided by consumers, and (3) is not outweighed by countervailing benefits to consumers or to competition"⁶ and that a deceptive practice is one that "is likely to mislead a consumer, acting reasonably under the circumstances, with respect to a material matter."⁷ In December 2020, the Department published in the Federal Register a final rule titled

¹ 49 U.S.C. § 40102(a)(21) defines a "foreign air carrier" as "a person, not a citizen of the United States, undertaking by any means, directly or indirectly, to provide foreign air transportation."

² 49 U.S.C. § 40102(a)(5) defines "air transportation" as "foreign air transportation, interstate air transportation, or the transportation of mail by aircraft." 49 U.S.C. § 40102(a)(23) defines "foreign air transportation" as "the transportation of passengers or property by aircraft as a common carrier for compensation, or the transportation of mail by aircraft, between a place in the United States and a place outside the United States when any part of the transportation is by aircraft."

³ The authority required by section 41301 is separate and distinct from the operations specifications and approvals that such an entity must obtain from the Federal Aviation Administration (FAA) for operations to and from the United States.

⁴ The Department's regulations impose obligations on airlines that cannot be avoided through contractual provisions. *See Spirit Airlines vs. DOT*, 687 F.3d 403, 416 (D.C. Cir. 2012) (DOT may implement rule that airlines must change their policies to permit a passenger to cancel a reservation without penalty within 24 hours, based on DOT's finding that existing practices were unfair or deceptive).

⁵ "Enforcement Notice Regarding Refunds by Carriers Given the Unprecedented Impact of the Covid-19 Public Health Emergency on Air Travel" (April 3, 2020), available at https://www.transportation.gov/airconsumer/enforcement_notice_refunds_apr_3_2020; "Frequently Asked Questions Regarding Airline Ticket Refunds Given the Unprecedented Impact of the Covid-19 Public Health Emergency on Air Travel" (May 12, 2020), available at https://www.transportation.gov/airconsumer/FAQ_refunds_may_12_2020.

⁶ *Id.* at 2 n.7.

⁷ *Id.*

“Defining Unfair or Deceptive Practices,”⁸ which codified both definitions.⁹ That rulemaking, among other things, also requires that the Department provide its reasoning for concluding that a certain practice is unfair or deceptive to consumers when an aviation consumer protection regulation does not apply to the practice at issue and the determination is based on the Department’s general authority to prohibit unfair or deceptive practices under section 41712.¹⁰

OACP sets forth below the reason that an airline not having a viable way for consumers to request refunds for flights it cancels or significantly changes, resulting in extreme delays in the issuance of refunds, is an unfair practice. OACP also explains below that an airline misleading a consumer, so the consumer requests a travel voucher instead of a refund, is a deceptive practice.

Unfair Practice

An airline’s practice of not having a readily accessible way for consumers to request refunds for flights it cancels or significantly changes resulting in delays in consumers obtaining required refunds is “unfair” as it causes substantial harm to consumers, the harm is not reasonably avoidable, and the harm is not outweighed by benefits to consumers or competition. First, the practice imposes substantial harm to consumers because they paid money to the carrier for a service that the carrier did not provide. Consumers incur harm from delays in receiving refunds, as well as from the time, effort, and expense involved in seeking a refund.

Second, the harm is not reasonably avoidable. A consumer acting reasonably would believe that he or she was entitled to a refund under U.S. law if the carrier cancelled or significantly changed the flight whatever the reason for the cancellation or significant change. Also, consumers are unable to avoid injuries because an airline not having a viable method for consumers to request and receive a refund is outside of their control.

Third, the harm is not outweighed by countervailing benefits to consumers or competition. The Department seeks to regulate practices that are injurious to consumers in their net effects.¹¹ In enforcing Section 41712, which is modeled on Section 5 of the Federal Trade Commission (FTC) Act, the Department recognizes, like the FTC, that practices may be harmful to consumers in some ways, but beneficial in others. For example, offsetting benefits may include lower prices or a wider availability of products and services resulting from competition.¹² Here, there are no offsetting benefits to consumers that would outweigh the harm of retaining passengers’ funds for lengthy periods of time and failing to provide readily accessible methods for consumers to request refunds.

⁸ 85 Fed. Reg. 78707 (December 7, 2020).

⁹ 14 CFR 399.79(b).

¹⁰ 14 CFR 399.79(e)(2).

¹¹ See <https://www.ftc.gov/public-statements/1980/12/ftc-policy-statement-unfairness>.

¹² See *Id.*

Deceptive Practice

The practice of stating that a consumer has the option of obtaining a refund but then obfuscating the necessary steps to obtain a refund or only offering consumers vouchers for a flight the carrier canceled or significantly changed is “deceptive,” as that term is defined by regulation. A practice is “deceptive” to consumers within the meaning of section 41712 if it is likely to mislead a consumer, acting reasonably under the circumstances, with respect to a material matter. A matter is material if it is likely to have affected the consumer’s conduct or decision with respect to a product or service.¹³ Express misrepresentations, implied representations, and omissions are all potentially actionable.¹⁴ A failure to provide services as promised (whether by contract or otherwise) can also be deceptive.¹⁵

First, contradictory and false information on how to obtain refunds is likely to mislead a consumer because a statement indicating that the consumer should follow a particular method to obtain a refund would indicate to a consumer that they would receive a refund to the original form of payment if they pursued that method. Such a refund is materially different from a voucher or other non-refund option because the consumer receives the entirety of their money back, to be used as the consumer sees fit. Non-refund options typically require the consumer to use the value of the product only on specific types of future purchases (such as future flights on the carrier’s schedule). A consumer seeking a refund and relying on express refund options stated on a carrier’s website, would be misled if the carrier instead led them to a process only for requesting and accepting vouchers which could not be exchanged for a refund.

Second, a consumer would be acting reasonably to conclude that the word “refund” means what it is commonly understood to mean: their money back in cash or in the original form of payment.

Third, the misrepresentation is material because it is likely to have affected the consumer’s conduct or decision. When a carrier provides information indicating that selecting a particular option will lead to a refund, a consumer would believe that such an option will indeed provide them with a refund if pursued. When that option for a refund, as explained by the carrier, actually leads a consumer to an option to accept a voucher, a consumer that would otherwise not accept a voucher and would seek a refund might instead accept the lesser alternative because they thought they were requesting a refund. Further, when a carrier advertises an option for consumers to request refunds that instead leads them to other lesser forms of compensation, this is material as well because the carrier has hindered consumers from pursuing true options for refunds and wasted their time. This practice also leads consumers into thinking that a voucher is indeed the only remedy that they can receive from the carrier.

¹³ 14 CFR 399.79(b)(2).

¹⁴ See 85 Fed. Reg. 78707, 78708 (Dec. 7, 2020).

¹⁵ See DOT Order 2013-3-12 (airline acted deceptively when it stated on its web site that certain conditions of carriage, including EU-mandated compensation for cancelled flights, would apply to international travel to and from the U.S., but then refused to abide by those conditions).

DOT's Customer Service Regulation

In addition to the general prohibition on unfair and deceptive practices, pursuant to 14 CFR 259.5, U.S. and foreign air carriers operating at least one aircraft having a designed seating capacity of 30 or more seats must adopt a Customer Service Plan and adhere to the Plan's terms. Customer Service Plans represent a baseline, uniform, minimum level of service to which all covered carriers operating flights to and from the United States must comply. The Customer Service Plan must include certain commitments relating to the payment of refunds to passengers when required by Section 41712. Section 259.5(b)(5) requires: "Where ticket refunds are due, providing prompt refunds, as required by 14 CFR 374.3 and [Regulation Z, 12 CFR Part 1026] for credit card purchases, and within 20 days after receiving a complete refund request for cash and check purchases, including refunding fees charged to a passenger for optional services that the passenger was unable to use due to an oversale situation or flight cancellation." OACP's position is that refunds are "due" when failure to provide them would constitute an unfair or deceptive practice under Section 41712. Regulation Z states, at 12 CFR 1026.11(a)(2), that for credit card purchases, refunds must be provided within seven business days of receipt of a written request from the consumer. Pursuant to 14 CFR 374.3(b), violations of Regulation Z constitute violations of 49 U.S.C. Subtitle VII.¹⁶

Facts and Conclusions

British Airways, a foreign air carrier, holds a foreign air carrier permit to operate flights to and from the United States pursuant to 49 U.S.C. § 41301. British Airways uses at least one aircraft having a designed capacity of more than 30 passenger seats. One condition of British Airways' foreign air carrier permit is that British Airways "comply with such other reasonable terms, conditions, and limitations required by the public interest as may be prescribed by the Department, with all applicable orders or regulations of other U.S. agencies and courts, and with all applicable laws of the United States."¹⁷ Accordingly, British Airways is subject to the requirements in 49 U.S.C. § 41712 and 14 CFR 259.5.

Since March 1, 2020, over 1,200 consumers complained to the Department that British Airways failed to provide timely refunds for flights to or from the U.S. that the carrier cancelled or significantly changed. An investigation by OACP revealed that, from March to November 2020, certain British Airways' webpages and notifications to consumers regarding cancelled and delayed flights instructed consumers to contact the carrier via phone to "discuss refund options." However, consumers were unable to get through to customer service agents when calling the carrier during this period because British Airways failed to maintain adequate functionality of its customer service phone lines. Early in the pandemic, many consumers that attempted to call British Airways' customer service phone lines experienced significant issues. During that period, British Airways had closed some of its call centers, including a major call center in India, while

¹⁶ In enforcement orders, DOT has clarified that violations of section 259.5 are violations of Section 41712 specifically, not just 49 U.S.C. Subtitle VII generally. See, e.g., *American Airlines*, DOT Order 2017-7-9.

¹⁷ See DOT Order 2007-10-1 (July 23, 2007) in Docket DOT-OST-2007-28149.

leaving others open with limited operations. British Airways' call centers did not return to full capacity until approximately August 2020. Consumers state that they experienced issues including repeatedly declined calls and excessive wait times (i.e., hours), when trying to get through to an airline representative to submit refund requests. Although British Airways allowed consumers to request refunds by email and via Facebook and Twitter, this was not advertised and as such the Department believes many consumers likely were not aware of the availability of obtaining refunds in this manner. British Airways' failure to maintain adequate functionality of its customer service phone lines led to extreme delays in consumers obtaining refunds that they were entitled to receive for flights the carrier cancelled and significantly changed. We view British Airways' practice to be unfair because consumers were subjected to extreme delays in obtaining refunds and some may have been effectively denied refunds.

In addition, OACP's investigation revealed that, from March to November 2020, British Airways' website contained contradictory and false information regarding refund options for impacted consumers. Specifically, following flight cancellations and schedule changes, consumers that logged into the airline's Manage My Booking webpage would see a conspicuous "Cancel and refund flight(s)" blue button that linked to an online form. However, consumers could not request a refund by completing this form. In a bullet point on the same Manage My Booking webpage, there was a separate statement directing consumers to call British Airways to get a refund. However, as explained above, many consumers were unable to reach British Airways to request a refund if they called. Moreover, many consumers may have overlooked the bulleted statement or may not have understood it given the conspicuous "Cancel and refund flight(s)" button. If a consumer did not see or did not understand this statement, clicked on the refund button and submitted the online form with his or her information, the consumer would receive a travel voucher instead of a refund. In addition, if the consumer later contacted the airline after realizing that they had inadvertently requested a voucher instead of a refund, British Airways would deny those consumers' refund requests by asserting that their voucher requests were final and irreversible. It was not until approximately November 2020 that British Airways provided an online method on its website for consumers to request a refund. We find British Airways' practices and misrepresentations to be deceptive because consumers were led to an online option for requesting and accepting vouchers when they were trying to obtain refunds. The information was misleading to consumers acting reasonably under the circumstances and was material to consumers.

Response

In response, British Airways asserts that these complaints must be viewed in the context of the unprecedented global health pandemic and the resulting astronomical number of flight cancellations, which caused operational and personnel challenges. British Airways states it was forced to close two of its five call centers at the start of the pandemic because governmental restrictions forced it to—immediately and without warning. British Airways states that in response, and to meet the heightened demand, British Airways: quickly equipped employees to work from home when possible; repurposed employees and retrained them to perform customer relations functions (including refunds); lengthened the hours of employees who could do complex booking changes; and developed an automated option to process non-complex refunds. One call center reopened in April and the other in early May.

British Airways believes its hard work and efforts worked and disagrees it “failed to maintain adequate functionality of its customer service phone lines” or that there were “excessive wait times” and certainly not ones that were hours long. British Airways asserts that notwithstanding the unprecedented and severe operational impact of the pandemic, it believes that customers were, in fact, able to get through to customer service agents and did not face long hold times, and it asserts that there were only two months—March and April 2020, in the initial chaos of the pandemic—when the average telephone wait time exceeded ten minutes and none where it was “hours”. British Airways states that in May 2020, the call center that handled over 71 percent of British Airways U.S. customer call volume answered 95 percent of calls queued from U.S.-based customers, with an average wait time of only 1.8 minutes. British Airways further submits that data for all of its call centers shows that once the initial crush of the pandemic passed, average wait times were between three and seven minutes.

British Airways disagrees that its website was false and misleading regarding refund options and that its practices and statements were deceptive or misleading. British Airways asserts that it made it clear that passengers whose flights were cancelled due to Covid could obtain a refund and the voucher application on the website made clear that it applied to vouchers, rather than to refunds. British Airways does not agree reasonable customers would have been confused.

British Airways asserts that passengers were able to obtain refunds via multiple avenues, including by email and via Facebook and Twitter. In addition, beginning November 2020, a dedicated webform for passengers to claim a refund was made available to consumers.

British Airways asserts its records refute that passengers were unable to obtain refunds or were effectively denied them:

- British Airways states it issued more than 2.8 million refunds systemwide in 2020, which in British Airways’ view demonstrates that obtaining a refund was not unduly difficult and that customers were not effectively denied refunds.
- British Airways states it refunded 69 percent of tickets on cancelled flights to or from the United States between March 1, 2020 and February 28, 2021 and paid more than US\$ 763 million in refunds. In contrast, British Airways states just under 12 percent of the total number of customers whose flights were cancelled obtained vouchers. In British Airways’ view, the fact that almost 70 percent of customers were able to get refunds demonstrates that it was not unduly difficult to get refunds.
- British Airways states during the period from March 2020 through the end of December 2021, British Airways also refunded over \$40,000,000 to customers who had non-refundable tickets for flights to or from the United States who chose not to travel and for whom British Airways had no legal obligation to refund.

British Airways disputes that passengers were unable to obtain a refund; many customers selected a voucher because they wanted one, and a significant percentage of customers who

selected a voucher have now used them. British Airways asserts the rate of voucher use by passengers confirms that British Airways did not force or mislead passengers to take vouchers.

Decision

OACP views seriously British Airways' violations of 49 U.S.C. § 41712 and 14 CFR Part 259. Accordingly, after carefully considering all the facts in this case, OACP believes that enforcement action is warranted. In order to avoid litigation, and without admitting the violations described above, British Airways consents to the issuance of this order to cease and desist from future violations of 49 U.S.C. § 41712 and 14 CFR Part 259 and to the assessment of \$1,100,000 in compromise of potential civil penalties otherwise due and payable pursuant to 49 U.S.C. § 46301. The compromise assessment is appropriate considering the nature and extent of the violations described herein and serves the public interest. It establishes a strong deterrent to future similar unlawful practices by British Airways and other carriers.

This order is issued under the authority contained in 49 CFR Part 1.

ACCORDINGLY,

1. Based on the above discussion, we approve this settlement and the provisions of this order as being in the public interest;
2. We find that by effectively denying British Airways customers the ability to request refunds for several months for flights to or from the United States that British Airways cancelled or significantly changed, British Airways significantly delayed or denied the payment of required refunds and engaged in an unfair practice in violation of 49 U.S.C. § 41712;
3. We find that by failing to adhere to its customer commitment related to providing prompt refunds, British Airways violated 14 CFR 259.5(b)(5) which also constitutes a violation of 49 U.S.C. § 41712;
4. We find that by misleading consumers regarding refund options on its website following flight cancellations and significant schedule changes by the carrier, British Airways engaged in a deceptive practice in violation of 49 U.S.C. § 41712;
5. We order British Airways and its successors and assigns to cease and desist from further violations of 49 U.S.C. § 41712 and 14 CFR 259.5;
6. We assess British Airways \$1,100,000 in compromise of civil penalties that might otherwise be assessed for the violations described in paragraphs 2, 3 and 4 above; Of this total amount, \$550,000 shall be due and payable within 60 days of the issuance of the order. The remaining \$550,000 shall be credited to British Airways for refunds that British Airways voluntarily provided to passengers with non-refundable tickets for flights

to or from the United States who chose not to travel and were not entitled to refunds under U.S. law;

7. We order British Airways to pay within 60 days of the issuance of this order the penalty assessed in ordering paragraph 6, above, through Pay.gov to the account of the U.S. Treasury. Payment shall be made in accordance with the instructions contained in the Attachment to this order. Failure to pay the penalty as ordered shall subject British Airways to the assessment of interest, penalty, and collection charges under the Debt Collection Act and to further enforcement action for failing to comply with this order.

~~This order will become a final order of the Department 10 days after its service date unless a timely petition for review is filed or the Department takes review on its own motion.~~

BY:

BLANE A. WORKIE
Assistant General Counsel
for the Office of Aviation Consumer Protection

An electronic version of this document is available at
www.regulations.gov

5:40

LTE 96



MANAGE MY FLIGHT



Scheduled 18:05

Scheduled 11:15

Delayed 18:43

On time 10:55

Seat

Gate 7

My baggage updates

Booking reference WXUM2H

Operated by British Airways

Number of stops	1
Flight duration	11h 10m
Aircraft	Boeing 777 jet
Ticket number	125-2154792503

Other flights in this booking

London to Grand Cayman

BA0253 - 24 Jun 2023 - 10:20

Manage My Booking

Send email

Add to calendar

jbodden@cantw.ky

From: Great Western Railway <greatwesternrailway@e.gwr.com>
 Sent: Sunday, June 18, 2023 12:06 PM
 To: jbodden@cantw.ky
 Subject: Night Riviera | Before you go

Can't see the pictures? [View online here.](#)

Book now



Take comfort with the
 Night Riviera Sleeper

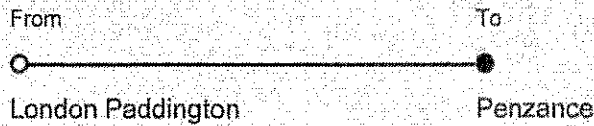
Thank you for booking a journey on the Night Riviera Sleeper to Penzance. We're delighted that you'll be travelling with us. We look forward to seeing you very soon.

[Find out more](#)

Your journey

Your booking reference number: **X9BXH43C**

23:45 Tuesday, June 20, 2023



- Single
- Changes: 0

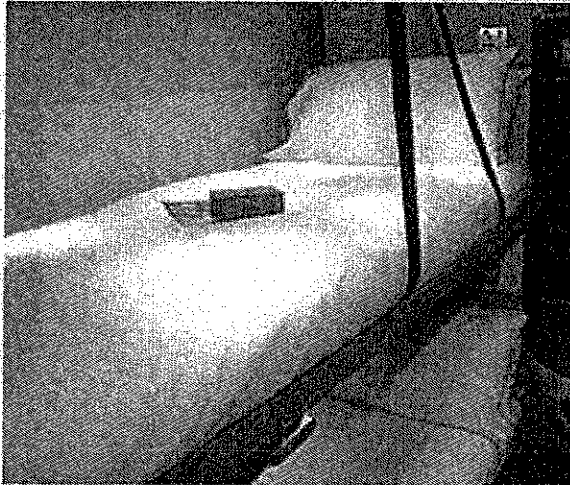
You'll just need...

- Your booking reference: **X9BXH43C**
- The payment card you used to buy the ticket
- Your Railcard, if you booked with one

Or to use your mobile ticket, make sure you've downloaded the GWR app. Find out more [here](#).

Your cosy cabin awaits

Snuggle up in your comfy cabin and let the world pass you by.



It's so eazzzy to relax

Sleep soundly while we whisk you away to your destination.

Enjoy refreshments from our on-board lounge

You'll receive a complimentary snack and our lounge is open for a selection of extra refreshments.



Log in for more from GWR

You can log into your account [here](#). Your username is simply the email address that we sent this email to. If you have forgotten your password, you can reset it [here](#).

Royal Cambridge Hotel

Deposit Receipt

124-126 Sussex Gardens
 Hyde Park
 London
 United Kingdom
 W2 1UB
 0207 873 0000
 0207 873 0830
 www.hotelroyalcambridge.com
 cambridgehotel@btconnect.com

Contact Name: Book Ref: BK038106
 Contact Address: PO Ref:
 Status Description: Confirmed
 Lead Guest Name: John Boddan

Room No	Arrival	Departure	Received	Pay Type	Gross Total	Received By
404	20/Jun/2023	21/Jun/2023	21/Jun/2023	VISA	210.00	SAMUEL



Royal Cambridge Hotel
 124 126 Sussex Gardens
 London
 W2 1UB

CARDHOLDER COPY

MID: XXXXXXXXXXXX72064
 TID: XXXX9077

Date: 21/06/23
 Time: 08:49:41

Receipt#: 002415
 Session: 001

Visa Confidentialless
 Card: VISA
 XXXX XXXX XXXX 0013
 AUTH CODE: 151263

VISA DEBIT
 AID: A0000000031010
 APP PSN: 00

SALE GBP 210.00

TOTAL GBP 210.00

SIGNATURE VERIFIED
 Approved or completed
 successfully

Please retain for your records

Thank you

jbodden@candw.ky

From: British Airways Customer Services <BA.CustSvc@email.ba.com>
Sent: Monday, June 26, 2023 4:04 PM
To: jbodden@candw.ky
Subject: Your British Airways case reference 25172123


BRITISH AIRWAYS

Thank you, we're on the case.

Dear Customer,

Case reference number :
25172123

Thank you for telling us about your issue.

We are currently experiencing exceptionally high volumes, so you might have to wait a while for a response, however, we will aim to get back to you as soon as possible.

If you've been waiting a while, and would like to update your case please use this [link](#) and enter your case ref, which you will find at the top of this email, in the first box:

Once you receive a reply, please be aware, this might drop to your junk/spam folder – please check this before sending a follow up to your case.

If you are sending expense receipts or supporting documents by post as part of a claim, or need to contact us for any other reason, you'll find our office address and contact details here:

[British Airways Customer Relations contacts](#)

Don't forget to quote your case reference number which is at the top of this email.

We take pride in providing the very highest standards of customer service and are sorry that we fell short on this occasion. We hope we can make it up to you.

Yours Sincerely,

British Airways Customer Services

jbo  n@candw.ky

From: British Airways <globalcustomerrelationsnoresponse@crm.ba.com>
Sent: Friday, July 14, 2023 9:51 AM
To: jbodden@candw.ky
Subject: Thank you for bearing with us

If you are unable to see the message below, click [here](#) to view.



Dear Mr Bodden,

Case Reference: 25172123

Thanks for your patience while we look into your case.

Our Customer Relations team are really busy at the moment, which means it's taking longer than we'd like to get back to you with a full response. Please rest assured we'll be in touch as soon as possible.

If you need to update any information on your case, you can do this below.

We look forward to speaking with you soon.

British Airways

[Update your case](#)

jbodden@candw.ky

From: British Airways <globalcustomerrelationsnoresponse@crm.ba.com>
Sent: Friday, July 28, 2023 3:40 PM
To: jbodden@candw.ky
Subject: We'll be on the case soon

If you are unable to see the message below, click [here](#) to view.



Dear Mr Bodden,

Case Reference: 25172123

We're sorry we've not been back in touch about your Customer Relations case and we appreciate your patience.

We know you've been waiting for a response now for 28 days, but please rest assured we haven't forgotten about your case and we'll be in touch as soon as we can. If you need to update any information on your case, you can do this below.

Please accept our apologies again, we look forward to speaking with you soon.

British Airways

[Update your case](#)

jbodden@cantw.ky

From: British Airways <globalcustomerrelationsnoresponse@crm.ba.com>
Sent: Friday, August 4, 2023 5:39 AM
To: jbodden@cantw.ky
Subject: Sorry you're still waiting

If you are unable to see the message below, click [here](#) to view.



Dear Mr Bodden,

Case Reference: 25172123

We're really sorry you're still waiting for a response from us. We know it's been a long time since you contacted us and this isn't the service you should expect.

Our Customer Relations team are working extremely hard to respond to you as soon as possible, but in the meantime, if you need to update any information on your case, you can do this below.

Thank you for your continued patience and we look forward to speaking with you soon.

British Airways

[Update your case](#)

jbo...n@candw.ky

From: British Airways Customer Relations <gsrreplies@contact.britishairways.com>
Sent: Monday, August 7, 2023 10:26 AM
To: jbo...n@candw.ky
Subject: Your Response from BA Customer Relations

****Please don't hit 'reply' – we won't receive it. If you need to get in touch, please use the link at the bottom of the email****

BRITISH AIRWAYS 

Dear John Patrick

Your feedback to British Airways

We're very sorry to hear you had some technical issues with booking your flight online. We understand the impact this had, so I can understand why you needed to bring this matter to our attention. We'd also like to thank you for your patience while we got back to you.

We take all reasonable measures to avoid disruption to a flight and we always consider if there are any other alternative solutions before we make a decision. The delay was out of our control and caused unforeseen disruption to our schedule.

We know booking a flight quickly and easily is important to our customers, so thank you for taking the time to tell us about this. We're disappointed we didn't meet our usual standards this time, but I can assure you that your feedback is already making a difference. I've shared your comments with my colleagues in the relevant team, who will look into what caused the issue.

If you have a similar problem with booking a future flight, please call us straight away on 1-800-247-9297 and we'll be happy to help you there and then. I realise this doesn't change the issues you had at the time.

I've checked our records and can see that you've booked your tickets through a travel agent. The travel agent that made your booking with is the "owner" of your reservations and is responsible for helping you before or during your journey, as part of your contract with them. This should include making any changes you need, correcting a ticket if there's a spelling mistake in a name, or cancelling your tickets if you're unable to travel, as well as providing other travel advice and adding service requests.

For any applicable refund, I'd suggest you to contact your travel agent directly.

Once again, please accept our apologies for your experience this time. We hope to welcome you back on board soon.

Best regards

jbo. an@candw.ky

From: British Airways Customer Services <BA.CustSvc@email.ba.com>
Sent: Wednesday, August 9, 2023 10:26 AM
To: jbodden@candw.ky
Subject: Your British Airways case reference: 25403902

BRITISH AIRWAYS



Thank you, we're on the case.

Dear Customer,

Case reference number :
25403902

Thank you for telling us about your issue.

We are currently experiencing exceptionally high volumes, so you might have to wait a while for a response, however, we will aim to get back to you as soon as possible.

If you've been waiting a while, and would like to update your case please use this [link](#) and enter your case ref, which you will find at the top of this email, in the first box:

Once you receive a reply, please be aware, this might drop to your junk/spam folder – please check this before sending a follow up to your case.

If you are sending **expense receipts** or **supporting documents** by post as part of a claim, or need to contact us for any other reason, you'll find our office address and contact details here:

[British Airways Customer Relations contacts](#)

Don't forget to quote your case reference number which is at the top of this email.

We take pride in providing the very highest standards of customer service and are sorry that we fell short on this occasion. We hope we can make it up to you.

Yours Sincerely,

British Airways Customer Services

jbodden@cantw.ky

From: British Airways Customer Relations <gsrreplies@contact.britishairways.com>
Sent: Sunday, August 27, 2023 3:10 AM
To: jbodden@cantw.ky
Subject: Your Response from BA Customer Relations

****Please DO NOT reply directly to this email by using the 'reply' function on your personal email settings, as it WILL NOT be received. If you wish to send us a reply please use the link at the bottom of the email****

BRITISH AIRWAYS 

Dear John Patrick

An update from British Airways

Thank you for coming back to us about your refund.

We do understand how strongly you feel about this. When a customer has any kind of concern, we share the feedback through the organisation, and focus on what we can do to avoid the issue happening in the future.

Since you couldn't board your flight, you were marked as a 'No Show'. In such a scenario the refund is calculated as per the fare rules of your ticket. This means you are entitled for a refund of taxes, fees and charges that you paid, less a reasonable service fee.

I've checked our records and can see that you've booked your tickets through a travel agent. The travel agent that made your booking with is the "owner" of your reservations and is responsible for helping you before or during your journey, as part of your contract with them. This should include making any changes you need, correcting a ticket if there's a spelling mistake in a name, or cancelling your tickets if you're unable to travel, as well as providing other travel advice and adding service requests.

For any applicable refund, I'd suggest you to contact your travel agent directly.

I hope to hear from you soon.

Best regards

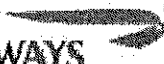
Sahil Sayyed
British Airways Customer Relations
Your case reference is: 25172123

Please use the following link to send us a reply and quote your case reference 25172123 in any correspondence with us: replyto.me/ba

jbo an@candw.ky

From: British Airways Customer Relations <gsrreplies@contact.britishairways.com>
Sent: Wednesday, September 6, 2023 11:52 PM
To: jbodden@candw.ky
Subject: Your Response from BA Customer Relations

****Please don't hit 'reply' – we won't receive it. If you need to get in touch, please use the link at the bottom of the email****

BRITISH AIRWAYS 

Dear John Patrick

Your feedback to British Airways.

We're sorry you experienced problems when you travelled with us recently. We'd also like to thank you for your patience while we got back to you about this.

I understand that you were unhappy with our policy on refunds. Like all airlines, we do have policies to guide us in our decisions, as this helps us to be more consistent. It also helps us to be clearer about what you can expect of us, while still being fair to each individual customer.

When you book a flight with us and fail to travel on it for any reasons, you will be marked as a no show on that flight. Hence, the refund under such a scenario is calculated as per our fare rules.

We always use customer feedback to help us shape or review our policies. Feedback helps us to understand what works best for our customers, and balance that with what we need to do to keep our business running well. I've already shared your comments with my colleagues in the relevant team, and we'll use them to guide us as we improve our service.

To stay consistent with our policy, we're still unable to offer you a refund. I know this isn't what you were hoping and I'm sorry we couldn't be more help this time.

Once again, please accept our apologies for your experience on this trip.

Best regards

Anjali Pramod Sharma
British Airways Customer Relations
Your case reference is:25172123

Please use the following link to send us a reply and quote your case reference 25172123 in any correspondence with us: replyto.me/ba

****Please do not send payment card details via email****