Re: Trip.com: About your feedback for Booking No. 1653702646294295 (Case No. 46906014)

From:Rewired Rewired (re_wired@ymail.com)

To:en flightservice@trip.com

Date: Wednesday 7 May 2025 at 21:47 BST

<u>Subject</u>: Final Submission of Pre-Action Conduct Letter & N1 Claim Form – Booking No. 1653702646294295

Dear Trip.com Customer Success and Legal Team,

I am writing to formally enclose my <u>"Pre-Action Conduct Letter"</u> and completed <u>"N1 Claim Form,"</u> which detail the unresolved issues surrounding my compensation request. Despite Trip.com's acknowledgment of liability, your continued refusal to honor your own <u>"Customer Service Guarantee"</u> and <u>"Advance Compensation Policy"</u> leaves me with no option but to escalate this matter further.

1. Key Points in Support of My Claim:

a. Acknowledgment of Liability:

- Trip.com has "admitted fault" regarding baggage fees incurred; "£40 At Gatwick" and "£69.63 In Antalya," but Trip.com staff continues to "Refuse Full Compensation" for additional losses caused by their service failures. Specifically, "Trip.com Has Accepted Liability" for baggage purchased through their website but ultimately "Not Provided as Part of the Service".
- While both <u>"Departure and Return Flights"</u> are acknowledged, Trip.com's has only accounted for certain costs directly <u>"Paid at The Airport,"</u> ignoring <u>"Original Payments"</u> made through their website that have yet to be <u>"Fairly Reimbursed."</u>
- Additionally, compensation has <u>"Not Been Provided"</u> for <u>"Extra Seats Purchased"</u> to ensure passengers could sit together, despite these seats being <u>"Paid for Via Their Platform but Never Honored."</u>
- Trip.com's "Failure to Fulfill Their Service Obligations" forced us to travel to a "Different Airport" and book an alternative flight, "Resulting In Further Unavoidable Costs." These expenses are "Clearly Exhibited In the Claim File" with detailed explanations proving that they were incurred "Through No Fault of Our Own," expenses for which: "Trip.com Has Accepted Liability Yet Refuses to Pay," even when their own "Price Guarantee" explicitly states that full reimbursement is "Protected In Such Circumstances."

b. Contradiction of Policies:

- Your <u>"Customer Service Guarantee"</u> states that verified claims must be processed within one working day after checkout, yet this timeframe has been repeatedly breached.
- The <u>"Advance Compensation Policy"</u> promises reimbursement in cases where Trip.com is at fault, further supporting my entitlement to the requested amounts.

c. Breach of Disclosure Obligations Under CPR 31.12:

• Trip.com has failed to acknowledge my formal request for insurance policy disclosure, which is critical for case analysis. In accordance with <u>"Civ il Procedure Rules (CPR)</u> 31.12," I reiterate my request for the immediate provision of all relevant policy documents.

d. Substantial Financial and Emotional Impact:

- Direct financial losses include legal fees, client, and legal expenses as well as stress fees & website analysis fees, total £26,647.19 and additional travel, and accommodation expenses.
- The ongoing delays and mishandling have caused significant stress and disruption, which further amplifies the need for full compensation. £26,647.19.

2. Next Steps:

- Trip.com must:
 - **a.** <u>Confirm Receipt of This Submission</u>: and your intention to comply with the compensation request.
 - **b.** Provide A Clear Timeline for Action: or engage in meaningful alternative dispute resolution within 14 days.
 - **c.** <u>Comply With the CPR 31.12 Disclosure Request</u>: by providing relevant policy documents within the same timeframe.
- Failure to respond adequately will result in the immediate filing of the enclosed "N1 Claim Form" with the Civil Court, seeking full compensation, costs, and statutory interest.
- For transparency, I have attached a <u>"Chronological Summary Of All Correspondence"</u> between myself and Trip.com to substantiate my claim.
- I urge Trip.com to take this opportunity to resolve the matter amicably and avoid unnecessary legal proceedings. I look forward to receiving your formal response.

3. Acceptance of Partial Payment & Continued Claim for Full Compensation:

• "I appreciate Trip.com's offer to compensate me" for the "Baggage Allowance Fees
Paid" at the "London Gatwick Airport of GBP 40" and at "Antalya Airport GBP 69.63." of
"£109.63," which I accept "Without Prejudice" as a "Partial Settlement." However, this "Does
Not Resolve" the full financial losses detailed in my claim, nor does it account for "Trip.com's
Admitted Liability" for consequential damages.

a. Settlement Before Court Action:

■ ✓ If Trip.com <u>"Processes the Full Payment Immediately,"</u> the total compensation remains as originally requested: ★ £26,647.19, covering expenses up to <u>'21/04/2025,'</u> per the Pre-Action Conduct Letter.

b. Claim if Litigation Proceeds:

- ✓ If Trip.com fails to provide full reimbursement <u>"Within the Specified Deadline,"</u> the claim will escalate to court.
- ✓ The total amount will then <u>"Increase,"</u> reflecting legal costs, court fees, and additional expenses incurred <u>"From 21/04/2025 To the Present Date (07/05/2025), With Ongoing Accruals."</u>
- **Current Total as Of 07/05/2025: £35,306.31,"** per the N1 Claim Form.

■ ★ Additional amounts will be added <u>"For Each Day Beyond This Date"</u> until full resolution.

4. Bank Details for Processing Partial Payment:

- Should Trip.com wish to settle the <u>"Original Sum (£26,647.19)"</u> before court action, please process payment to the following details:
 - Account Holder: Simon Paul Cordell
 - **Bank Name**: Barclays
 - **Sort Code:** ++++
 - Account Number: +++++
 - **Reference**: Our1
- While I accept this present offered payment as <u>"Partial Settlement, I Do Not Waive My Legal Rights"</u> to pursue the full amount in court if necessary.

5. <u>Legal Basis for Continued Claim:</u>

- This claim is legally supported by the following provisions:
 - 1) <u>Consumer Rights Act 2015</u>: Protects consumers from financial harm caused by unfulfilled service agreements.
 - 2) <u>Civil Procedure Rules (CPR) 46.5</u>: Confirms entitlement to recover costs incurred by litigants-in-person.
 - 3) <u>CPR 31.12 (Disclosure Request)</u>: Requires Trip.com to provide all relevant policy documents for transparency.
 - 4) <u>Customer Service Guarantee & Advance Compensation Policy</u>: Trip.com's own policies mandate timely compensation.
- I would also like to remind you that under the "<u>Civil Procedure Rules (CPR) 2014</u>," litigants-in-person are entitled to recover reasonable costs and expenses related to pursuing a claim. The legal fees incurred were a necessary consequence of Trip.com's inability to resolve my claim promptly and fairly. Therefore, I request an additional reimbursement to cover these expenses, which amount to the detailed invoices provided below!
- It is crucial to highlight that the compensation offered reflects a partial acknowledgment of Trip.com legal obligations under the "Consumer Rights Act 2015." I request written confirmation that the offered compensation amount will be processed promptly.
- By addressing these issues comprehensively, Trip.com can demonstrate its commitment to fairness, accountability, and compliance within the United Kingdom's legal standards, to be complied with.

Best regards, Simon Paul Cordell Attachments:

• Attachments Index:

a. Pre-Action Conduct Letter!

b. N1 Claim Form!

On Wednesday 23 April 2025 at 00:53:59 BST, en_flightservice@trip.com <en_flightservice@trip.com> wrote:



Dear Simon,

Thank you for choosing **Trip.com**.

Regarding your flight from London-Antalya to Antalya-London (order no.1653702646294295, 1653702647563351),

We hope this email finds you well. We wanted to follow up on the email we sent you regarding the matter at hand. It appears that we have not received a response from you in the past 24 hours.

We understand you may be busy and it is possible you may no longer require any further assistance from us. Therefore, we will not disturb you further and will maintain our resolution to address the matter based on the information provided in our previous communication.

Nevertheless, we would like to remind you that our offer of GBP 40 and GBP 69.63 reimbursement remains available for you. Please let us know if you accept this offer so we can take the necessary steps to process it.

We appreciate your understanding.

Best Regards,

Rolly

Customer Success Team

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----- The Original mail ------

Sender: en flightservice@trip.com<en flightservice@trip.com>

Time: 2025-04-22 07:11

Recipient: Rewired Rewired < re_wired@ymail.com >

Subject: Trip.com: About your feedback for Booking No. 1653702646294295 (Case No. 46906014)



Dear Simon,

Thank you for choosing **Trip.com**.

Regarding your flight from London-Antalya to Antalya-London (order no.1653702646294295, 1653702647563351),

We appreciate your prompt response regarding the matter at hand. Please be informed that we will only be able to refund you the baggage charges incurred at the airport: GBP 40 at London Gatwick Airport and GBP 69.63 at Antalya Airport.

Kindly let us know if you accept the resolution provided in our previous communication, so we can take the necessary steps to process the refund.

We appreciate your understanding and look forward to hearing from you soon.

Best Regards,

Rollv

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----- The Original mail

Sender: Rewired Rewired<re_wired@ymail.com>

Time: 2025-04-22 01:02

Recipient: Trip.com<EN_flightservice@trip.com><en_flightservice@trip.com>

Subject: [External]Re: Trip.com: About your feedback for Booking No. 1653702646294295 (Case No. 46906014)

Dear Trip.com Customer Success Team,

Thank you for confirming reimbursement for the baggage fees incurred at <u>"London Gatwick (£40.00) And Antalya (£69.63)."</u> While this acknowledgment is appreciated, the <u>"financial Impact Of Your Booking System's Errors Extends Beyond Baggage Charges."</u>

"Trip.com's Own Policy Confirms Additional Compensation is Required!"

According to <u>"Trip.com's Customer Service Guarantee,"</u> weblink here: <u>https://www.trip.com/pages/customerservice/</u>

- you state:

✓ <u>If A Ticket Is Not Issued After Successful Payment Due To Trip.com's Fault</u>, and the price increases, "Trip.Com" Must Cover the Difference in cost.

✓ <u>If A Passenger Is Unable to Board a Flight Due To Trip.com's Fault, Compensation Must Be Provided According to The Circumstances.</u>

✓ <u>"The Maximum Compensation You Provide"</u> is a <u>"Refund of The Original Flight ticket,"</u> plus a <u>"Free Replacement Flight Designated by Trip.Com."</u>

How These Policies Apply to My Case

- Since you've <u>"Already Accepted Liability,"</u> it follows that additional financial consequences caused by this failure <u>"Must Be Fully Compensated."</u>
- Your policy states compensation should be <u>"Provided According To The Circumstances,"</u> meaning <u>"Not Just Flight Refunds,"</u> but also the related costs incurred.
- The flight misinformation led to <u>"Forced Extra Expenses,"</u> including transport, accommodation, and legal fees, which **Trip.com is responsible for covering**.

Legal Fees and Stress Compensation Breakdown

Formal Reimbursement Request in Line With Civil Procedure Rules (CPR) 46.5

As a "<u>Litigant In Person Actively Managing This Claim,"</u> I assert my "<u>Legal Right"</u> to recover costs associated with the extensive work required to "<u>Pursue Fair Resolution."</u> This claim follows "<u>Rule 46.5 Of The Civil Procedure Rules (CPR) In England And Wales,"</u> which recognizes a litigant in person's "<u>Entitlement To Reasonable Costs.</u>"

Your company has been made <u>"Fully Aware"</u> of my legal position from the outset. "At no point in any correspondence" was there <u>"A Dispute"</u> regarding the legitimacy of the financial damages incurred due to <u>"Trip.com's Booking Errors."</u> As such, <u>"This Claim Is Valid, Proportionate, And Entirely Justified."</u>

Legal Fees Breakdown

Under "Rule 46.5 of the CPR," a litigant in person is entitled to recover the following costs:

- Expenses Incurred: Court fees, travel expenses, and all necessary disbursements directly related to the case.
- <u>Time Spent on Legal Preparation</u>: Litigants in person are eligible to claim for time spent preparing and presenting their case.
- <u>Standard Hourly Rate Adjustment</u>: As per established rates, litigants in person may claim £19 per hour, subject to revision by the court based on complexity.

Given the <u>"Time-Intensive Nature"</u> of handling this matter, the <u>"Standard Rate"</u> should be <u>"Adjusted For Inflation"</u> since its <u>"2014 Establishment."</u> The cumulative inflation rate from <u>"2014 To 2024 Is Approximately 30%,"</u> meaning the adjusted hourly rate is:

2 £19 × 1.30 = £24.70 per hour

Stress and Additional Financial Losses

Your <u>"Misleading Booking Information"</u> directly caused <u>"Prolonged Financial, Legal, And Emotional Distress,"</u> necessitating extensive independent analysis and legal submissions. As a direct result of <u>"Trip.com's Admitted Liability,"</u> the <u>"Following Additional Expenses"</u> must also be reimbursed

Formal Compensation Request

Category	Reason for Compensation	Requested Amount	Exhibit Reference
	Misleading charges leading to additional financial burden.	£216.90	A, F, G
	a. Seats Not Being Next To Each Other As Booked.		

Category	Reason for Compensation	Requested Amount	Exhibit Reference
	b . Loss of Baggage Fees		
	c. Loss of Flight.		
Taxi Costs	Loss of taxi bookings due to disruptions, to London Gatwick	£51.50:	В
Omio Train Tickets	Disrupted travel resulting in additional ticket costs. To connect from London Bridge to Gatwick	£53.40	С
EasyJet Baggage Charge	Reimbursed baggage fees accepted in liability.	£40.00	D
	Forwarded to Luton Airport		
Additional Transportation	Unplanned travel expenses caused directly by the misinformation in the booking process. Train Tickets X2 (£23.00 + £23.00)	£46.00	Н
Food 9 Dwink	Forwarded to Luton Airport	£23.00	
Food & Drink Expenses	Extra expenses incurred during delays and disruptions.		
Hotel Costs	Our original Booked Holiday accommodation was affected due to booking disruptions.	£120.32	L
Antalya Airport Baggage Charge	Additional forced payment due to misinformation.	£69.63	J
Total Client Expenses	- Subtotal (Without Legal Fees) : £21 + £46.00 + £23.00 + £69.63 + £120.32		.40 + £40.00
	This is incurred while pursuing this claim and proving financial harm.	Solicitors Legal' Fees: £12,327.50	
Legal Fees & Expenses	Dates: From 12th January 2025 to 12th March 2025. I have continued to send correspondence since but have not added the additional fees.	Solicitors' Expenses: £197.94 The total sum of £12,327.50 + £197.94 is £12,525.44	N
Analysis Fees	Structured investigation required to verify the claim and provide concrete evidence. If further evidence to prove these claims is requested, it will be provided.	£8,500.00	M

Category	Reason for Compensation	Requested Amount	Exhibit Reference
	Dates: From 12th January 2025 to 12th March 2025 .		
Client Stress fees	Dates: Starting from 12th January 2025 at a £50.00 Rate! Total £: Exhibit: M, till the 21/04/2025. The duration from 12th January 2025 to 21st April 2025 is 100 days. At a £50.00 Days × £50.00 per day = £5,000.00	£5,000.00	
Pre-Approved Holiday Compensation	Your policies confirm compensation for verified disruptions. I request clarity on how my case qualifies.	Pending confirmation	Ο
Grand Total as of the 21/04/2025	The total sum of £621.75f5 + £12,525.44 + £8,500.00 + £5,000.00 is £26,647.19 .		

Final Steps Required from Trip.com

To facilitate a swift resolution, I kindly request the following actions:

- ✓ <u>Please Confirm approval</u>: of the listed compensation amounts.
- ✓ <u>Also, Provide a clear timeline</u>: for processing reimbursement, ensuring payment is completed without undue delay.
- ✓ <u>And Guarantee compliance</u>: with Trip. Com's own policies, including the <u>"Customer Service Guarantee And Advance Compensation Policy."</u>

Since <u>"Trip.com" Has Already Acknowledged Fault,"</u> I expect you to <u>"Honor The Full Compensation Required Under Your Policy."</u> Given that <u>"Your Own Terms Specify"</u> that <u>"Verified Claims Must Be Processed Within One Working Day,"</u> I trust you will uphold this commitment without further hesitation.

Additionally, Trip. Com's <u>"Advance Compensation Policy"</u> states that if your company is found to be at fault, <u>"Compensation Should Be Provided In Advance."</u> As liability has been <u>"Partially Accepted,"</u> it logically follows that the remaining compensation for additional losses, including holiday reimbursement, must also be settled accordingly.

To ensure transparency, I have included a <u>"Chronological Record Of All Correspondence"</u> related to this claim for reference: <u>O All-Emails-TripCom-and-Co</u>

I look forward to receiving your formal response "Confirming The Next Steps" and the full resolution of this matter.

Original Receipt:

Receipt Date: 16/03/2025 Receipt Number: [1]

Received From: Simon Paul Cordell 109 Burncroft

Avenue Enfield, London, EN3 7JQ

Received To: <u>Trip.com, EasyJet Airline, SunExpress</u> Airline.

<u>Description of Services Rendered</u>: Legal Fees associated with compensation claims and related matters, acting as a litigant in person.

Total Amount: £25,110.00

Breakdown (if applicable):

• Solicitors' Fees: £12,327.50

• Analysis and Supporting Costs: £8,500.00

• Additional Legal Expenses: £4,282.50

Payment Method:

- Name on Card:
- Sort-Code:
- Account Number:

Authorized Signature:

On Sunday 20 April 2025 at 17:01:09 BST, en flightservice@trip.com <en flightservice@trip.com> wrote:



Dear Simon,

Thank you for choosing **Trip.com**.

Regarding your flight from London-Antalya to Antalya-London (order no.1653702646294295, 1653702647563351), I received your feedback about your baggage concern.

I attempted to call the number provided on your booking but was unable to connect. Therefore, I proceeded to send you an email instead.

I hope this email finds you well. I recently reached out to you regarding a matter of importance, but we have not received a response from you yet. I understand that you may have been busy or may have chosen not to reply to our email.

I respect your decision and would like to assure you that we will not disturb you further regarding this matter unless I receive a response from you indicating your continued interest or any other concerns you may have. I value your privacy and want to ensure that our communication is in line with your preferences.

Should you require further assistance, feel free to reach out to us.

We appreciate your understanding.

Best Regards,

Ray

Customer Success Team

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----- The Original mail

Sender: en_flightservice@trip.com<en_flightservice@trip.com>

Time: 2025-04-20 02:45

Recipient: re wired@ymail.com

Subject: Trip.com: About your feedback for Booking No. 1653702646294295 (Case No. 46906014)



Dear Simon,

Thank you for choosing **Trip.com**.

Regarding your flight from London-Antalya to Antalya-London (order no.1653702646294295, 1653702647563351), I received your feedback about your baggage concern.

Following our recent email correspondence, we are pleased to inform you that, after further investigation, we are able to compensate you for the baggage allowance fees paid at the airport: **GBP 40** at London Gatwick Airport and **GBP 69.63** at Antalya Airport.

Please confirm if you would like us to proceed with this compensation process. Upon receiving your confirmation, we will send a separate email containing an encrypted link for you to securely provide your bank details for the refund. Please note that the refund processing timeline may take 7-10 working days and may vary depending on your bank.

Please be aware that by submitting your bank account information, you acknowledge and accept the proposed resolution, which will serve as full settlement of this complaint.

We appreciate your patience and understanding.

Best Regards,

Ray

Customer Success Team

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------ The Original mail

Sender: en_flightservice@trip.com<en_flightservice@trip.com>

Time: 2025-04-19 06:58

Recipient: re_wired@ymail.com

Subject: Trip.com: About your feedback for Booking No. 1653702646294295 (Case No. 46906014)



Dear Simon,

Thank you for choosing <u>Trip.com</u>.

Regarding your flight from London-Antalya to Antalya-London (order no.1653702646294295, 1653702647563351), I received your feedback about your baggage concern.

I hope this email finds you well and we value the effort that you put into this matter.

Here is a summary of our phone conversation about your carry-on baggage. On **December 19, 2024**, we sent you a confirmation indicating that you purchased one piece of carry-on baggage weighing **15 kilograms**. We have coordinated with the relevant team to ensure that this baggage has been added to your flight from **London to Antalya**. The email sent on **December 19** confirms the successful purchase.

Upon contacting the airline representative, they confirmed that the carry-on baggage has indeed been added to your **London-Antalya** flight. I also reached out to the airline directly and verified that the carry-on baggage is included on your flight. Please refer to the attached file for our correspondence with the airline. The airline representative has suggested that you may contact them directly to confirm the inclusion of the 15-kilogram carry-on baggage. You may file a claim directly with the airline. about your carry-on baggage. Please kindly use this link:

We appreciate your cooperation.

Best Regards,

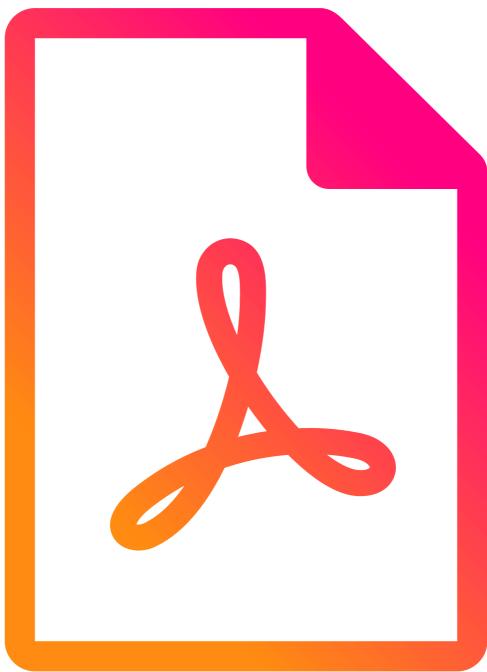
Krizia

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34.Pre-Action-Conduct-Letter-&-N1-Claim-Form-Sent.pdf 5.9MB