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:Friday 16 May 2025 at 19:25 BST

# Response to Trip.com: Addressing Misrepresentation & Reaffirming Legal Action

Subject: Urgent Response – Misrepresentation of Facts & Final Warning Before Legal Escalation

Dear Trip.com Customer Success Team,

Your latest email "Fails To Accurately Reflect My Claim" and continues to "Misrepresent Critical Details Regarding My Travel Experience And Incurred Costs." This is precisely why I requested a "formal telephone meeting" to ensure clarity and prevent further misinterpretation.

## **Key Corrections to Your Account of Events:**

- <u>Check-in Denial & Payment Duplication</u>: Upon arrival at the first airport, I was <u>"Denied Check-In Despite Paying Baggage Fees,"</u> forcing me to <u>"Pay Again"</u> before proceeding.
- <u>Missed Flight Due to Incorrect Handling</u>: Despite completing payment, I was "<u>Delayed at The Departure Gate</u>" and missed the flight.
- Forced Rebooking & Additional Charges: The airport manager "incorrectly claimed I had not paid," leading to "A Dispute Where I Had to Provide Proof of Double Payment" before being rebooked.
- <u>Trip.com's Handling Remains Inconsistent</u>: Your team has <u>"Failed to Fairly Respond to Each Aspect of My Last Claim, Ignoring Key Expenses and Damages Incurred Due To Your Booking System Failures."
  </u>

## <u>Legal Standpoint - Acknowledged Compensation vs. Outstanding Claims</u>

I previously informed "Ray" that I was prepared to accept the reimbursement for:

**✓ £40.00**: Paid at Gatwick Airport (Exhibit D)

✓ £69.63: Paid at Antalya Airport (Exhibit J)

This acceptance was made "Without Prejudice" before "31st-Received On 23 April 2025," yet Trip.com has attempted to "Frame Compensation As A Goodwill Gesture Rather Than An Acknowledgment Of Liability."

In response, I have continued "<u>Drafting My Pre-Action Conduct Letter And N1 Claim Form</u>," ensuring that if my request for "<u>Full Reimbursement And Procedural Compliance</u>" is ignored, the case will be escalated to court for a judge to finalise the matters.

## **Final Warning Before Escalation:**

Trip.com must:

- 1. <u>Acknowledge And Address Each Point Of My Claim Accurately</u>: by reply to each section of my prior email with an answer rather than attempting to "<u>Rewrite Events To Avoid Responsibility</u>."
- 2. Provide A Direct Response To Each Financial Loss Documented: including litigant fees and consequential damages.
- 3. <u>Arrange A Formal Phone Meeting</u>: to ensure no further misrepresentation of facts before "legal proceedings commence."

If Trip.com fails to "Respond Appropriately Within 72 Hours," I will "Proceed With Formal Legal Action," including an official disclosure request under "CPR 31.12."

I urge Trip.com to take this opportunity to resolve the matter correctly and avoid unnecessary litigation. **Best regards**, Simon Paul Cordell

On Friday 16 May 2025 at 13:22:45 BST, en\_flightservice@trip.com <en\_flightservice@trip.com> wrote:



Dear Simon,

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

Per our previous communication, we have double verified with the airline and fact is that.

Upon thorough verification, we confirm that you purchased one piece of carry baggage for your outbound journey(One way: London-Antalya). Our records, as well as confirmation from the airline, indicate that the purchase was successfully completed. However, we advised by airline due to you miss the originally scheduled outbound flight, the airline rebooked you on an alternative flight and you added 23KG checked-in baggage for the new flight, which resulted in additional charges.

For the return flight, One way: Antalya-London, you did not add any of the luggage from Trip.com and there was no any baggage included on the ticket.

However, we still like to offer you the fees you added the baggage at the airport which are as follow as the gesture of the goodwill:

1. £40.00 – Paid at Gatwick Airport: (Exhibit D) 2. £69.63 – Paid at Antalya Airport: (Exhibit J,)

Your acceptance will be serve the full settlement of the case, we are looking forward to your reply soon.

We appreciate your understanding.

Best Regards,

Joy

**Customer Success Team** 

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----- The Original mail

Sender: Rewired Rewired < re wired@ymail.com>

Time: 2025-05-16 18:23

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)

Subject: Urgent Response - Non-Compliance with UK Law, Insurance Policy Disclosure Failure & Litigant Fees

**Dear Trip.com Customer Success Team,** 

Your latest email once again "Fails To Address Critical Aspects Of My Claim, Including Your Refusal To Comply With UK Law Regarding Litigant Fees And Insurance Policy Disclosure." Your handling of this matter has been "Inconsistent, Misleading, And Obstructive," and this response serves as your "Final Warning Before Formal Escalation."

## **Key Issues That Remain Unaddressed:**

## 1. Failure to Disclose Insurance Policies (Legal Violation)

- Trip.com has "Failed To Comply With Legal Requirements To Disclose The Applicable Insurance Policies
  Governing My Booking And Compensation Eligibility."
- This "Obstructs My Ability To Assess Liability," make an informed decision regarding compensation, and pursue rightful claims.
- "You Are Legally Required To Provide This Information Upon Request," and your failure to do so is a "Clear Violation Of Consumer Protection Laws."

# 2. Failure to Address Litigant Fees (Violation of UK Law)

- Trip.com "<u>Previously Acknowledged Receipt Of My Litigant Fee Request</u>" without objection but has "Failed <u>To Respond To Repeated Follow-Ups.</u>"
- Under "Civil Procedure Rule 46.5," litigants in person are "Entitled To Reasonable Costs Incurred During Legal Proceedings," yet Trip.com "Continues To Evade This Obligation."
- By ignoring this matter, Trip.com is "Violating UK Consumer Rights Law," and I will initiate enforcement actions if this is not corrected.

## 3. Misleading Website & Booking System Errors

- Your website "Misrepresented Baggage Options," leading me to "Wrongfully Believe I Had Purchased Baggage For Both Flights."
- The "Lack Of Transparency In Your System Directly Caused Financial Harm," including unexpected charges at the airport.
- Your "Failure To Issue A Proper Itinerary Resulted In EasyJet Rejecting My Rightful Baggage Allowance."

## 4. False Claims Regarding Flight Rebooking & Additional Charges

Your latest email incorrectly states: <u>"The airline rebooked you on an alternative flight, and you added 23KG checked-in baggage for the new flight, which resulted in additional charges."</u> → This statement is <u>"Entirely False."</u> → I was <u>"Forced To Pay For Baggage At The First Airport Before My Flight Was Changed,"</u> due to your website's misleading system. → The <u>"Incorrect Itinerary Meant I Had No Valid Receipt,"</u> causing additional financial burden.

# 5. Prior Accepted Liability & Removal of Compensation

- Trip.Com Previously Confirmed Compensation For:
  - 1) £40.00 Paid at Gatwick Airport (Exhibit D)
  - 2) £69.63 Paid at Antalya Airport (Exhibit J)
- Compensation "Was Initially Acknowledged, Then Later Framed As A Goodwill Gesture," which is "Functionally Equivalent To An Acceptance Of Liability."
- Additional "Compensation Tokens Were Previously Offered, Then Unjustifiably Withdrawn," despite my prior acceptance.

## 6. Avoidance of Compensation for Additional Costs

- Trip.Com Refuses To Reimburse:
  - 1) <u>Seats Not Positioned Together As Booked</u>: despite multiple complaints.
  - **2)** <u>Train Tickets, Taxi Fares, And Food Expenses</u>: caused directly by your failure to issue valid receipts.
  - 3) Additional Transportation Costs: resulting from misinformation in your booking system.
  - 4) Legal Expenses Incurred While Pursuing This Claim: which are recoverable under "CPR 46.5.

## 7. Inconsistent Handling & Contradictory Statements

- "<u>Different Staff Members Provide Contradictory Responses</u>," delaying resolution.
- "Liability Was Originally Accepted" yet later rebranded as goodwill—this "Does Not Erase Responsibility."
- "<u>Trip.Com Cannot Alter Its Previous Acceptance Of Liability Simply Because New Staff Took Over The Case.</u>"

## Final Demand Before Formal Legal Escalation

- 1. Immediate Disclosure of Trip.com's Insurance Policies: As legally required.
- 2. <u>Confirmation That Trip.com Will Cover Litigant Fees</u>: In full compliance with "<u>UK Consumer Protection Laws</u> (<u>CPR 46.5).</u>"
- **3. <u>Full Compensation for All Documented Losses</u>**: Including previously acknowledged amounts and additional costs incurred due to your failures.
- **4.** <u>Arrangement of a Direct Telephone Meeting</u>: Before legal proceedings advance, I require "<u>A Phone Meeting To Ensure Your Staff Cease Misinterpreting The Case.</u>"

Trip.com has "<u>72 Hours</u>" to confirm compliance, or I will "<u>Proceed With Immediate Legal Action,"</u> including a "Formal Disclosure Request Under CPR Rule 31.12."

## Best regards, Simon Paul Cordell

## P.S.

Here is a comprehensive list of the correspondence along with the Representatives who managed each message.

- 1. **01st-Sent**: From Me (Simon Cordell) to Trip.com, EasyJet, and SunExpress
- 2. <u>02nd-Received (1 of 3)</u>: Automated reply from EasyJet
- 3. <u>02nd-Received (2 of 3)</u>: Mailer Daemon Failure Notice (SunExpress rejected the email)
- 4. <u>02nd-Received (3 of 3)</u>: Generic response from Trip.com Customer Service
- 5. 03rd-Sent: Follow-Up and Request for Dedicated Caseworker Regarding Complaint
- 6. **04th-Sent**: Follow-Up on Previous Correspondence
- 7. <u>05th-Received</u>: Trip.com Advertisement (Dismissive Handling)
- 8. <u>06th-Made</u>: Phone Call to <u>Trip.com</u> (<u>No Representative Named</u>) (Recorded File: Trip.com-02-04-25-1655.MP3)
- 9. **07th-Received**: Request for Upload Proof (**No Representative Named**)
- 10. **08th-Made**: Phone Call to Trip.com (No Representative Named) (Recorded File: 09-04-25.mp3)
- 11. <u>09th-Received</u>: Trip.com <u>Customer Success Team (Karl)</u> Request for Baggage Receipts
- 12. <u>10th-Sent</u>: Response to Baggage Issue Inquiry <u>Karl (Customer Success Team)</u>
- 13. 11th-Sent: Updated Claim Letter Correct Version Attached Karl (Customer Success Team)
- 14. 12th-Received: Trip.com Customer Success Team (Jobert) Acknowledgment & Repetitive Requests
- 15. 13th-Received: Trip.com Customer Success Team (Jobert) Follow-Up on Receipts for Verification
- 16. <u>14th-Received</u>: Trip.com <u>Customer Success Team (Jobert)</u> Attempted Case Closure Unless You Respond
- 17. 15th-Sent: Follow-Up on Claim Submission Attachments Provided From Me (Simon Cordell)
- 18. 16th-Received: Acceptance of Receipts From Shirley (Customer Success Team)
- 19. 17th-Received: Trip.com Customer Success Team (Shirley) Misrepresentation of Allowance
- 20. <u>18th-Sent</u>: Request for Comprehensive Re-Evaluation and Resolution. Provided <u>From Me (Simon Cordell)</u>
- 21. <u>19th-Received</u>: Trip.com <u>Customer Success Team (Shirley)</u> Delay Tactic with No Resolution
- 22. **20th-Received**: Denial of Reimbursement & Misrepresentation of Claim From **Shirley (Customer Success Team)**
- 23. 21st-Received: Trip.com Customer Success Team (Krizia) Dismissive Closure Attempt
- 24. <u>22nd-Received</u>: Telephone Call from Trip.com (<u>Female Representative Name Unknown</u>)

- 25. 23rd-Received: Unreviewed Messages Notification From Trip.com (No Representative Named)
- 26. 24th-Received: Summary of Phone Conversation & Deflection From Krizia (Customer Success Team)
- 27. 25th-Received: Trip.com Customer Success Team (Ray) Partial "Compensation Offer!"
- 28. 26th-Received: Attempted Call from Trip.com, Follow-Up Email Instead (Ray)
- 29. 27th-Received: Notification of Unreviewed Messages (Ray)
- 30. 28th-Received: Trip.com Customer Satisfaction Survey Request (No Representative Named)
- 31. 29th-Sent: Final Submission of Pre-Action Conduct Letter & N1 Claim Form
- 32. 30th-Received: Final Compensation Confirmation (Rolly Bank Details Request)
- 33. <u>31st-Received</u>: Trip.com Customer Success Team (Rolly Attempted Closure of Complaint) & (Rolly Continued Avoidance of Litigant Fees)
- 34. <u>32nd-Received</u> Unreviewed Messages Notification From Trip.com (No Representative Named)
- 35. 33rd-Received Customer Satisfaction Survey Request From Trip.com (No-Reply)
- 36. <u>34th-Sent</u> Final Submission of Pre-Action Conduct Letter & N1 Claim Form <u>From Me (Simon Cordell.)</u>

## Kind regards, Simon Paul Cordell

On Thursday 15 May 2025 at 03:15:46 BST, en\_flightservice@trip.com <en\_flightservice@trip.com> wrote:



Dear Simon.

Thank you for your patience.

Per our previous communication, we have double verified with the airline and fact is that.

Upon thorough verification, we confirm that you purchased one piece of carry baggage for your outbound journey(One way: London-Antalya). Our records, as well as confirmation from the airline, indicate that the purchase was successfully completed. However, we advised by airline due to you miss the originally scheduled outbound flight, the airline rebooked you on an alternative flight and you added 23KG checked-in baggage for the new flight, which resulted in additional charges.

For the return flight, One way: Antalya-London, you did not add any of the luggage from Trip.com and there was no any baggage included on the ticket.

However, we still like to offer you the fees you added the baggage at the airport which are as follow as the gesture of the goodwill:

1. £40.00 – Paid at Gatwick Airport: (Exhibit D)

2. £69.63 – Paid at Antalya Airport: (Exhibit J,)

Your acceptance will be serve the full settlement of the case, we are looking forward to your reply soon.

Best Regards,

Joy

**Customer Success Team** 

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----- The Original mail

Sender: en\_flightservice@trip.com<en\_flightservice@trip.com>

Time: 2025-05-08 23:42

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**.

Please allow us some time to review your requests. We will provide an update within the next 24-48 hours.

We appreciate your understanding.

Best Regards,

Joy

**Customer Success Team** 

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----- The Original mail

Sender: Rewired Rewired < re wired@ymail.com>

Time: 2025-05-08 17:58

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)

## Final Legal Response to Trip.com

## Dear Trip.com Customer Service,

I am writing to formally dispute your latest response regarding my claim for compensation due to the faults in your website, which directly caused significant financial loss.

# **Key Points Proving Your Liability:**

- 1) Token Compensation Is Inadequate:
   Trip.com has offered me "3,000 tokens," which convert to only "\$30 USD (£23 GBP)" and this is a completely inadequate amount compared to my "Expected Refund Of £35,306.31 GBP," which has been "Discounted To £26,647.19 GBP" in an attempt to resolve this without court proceedings.
- My payment was made in "GBP," and compensation should "Match the Currency I Spent, Not Poorly **Exchanged USD Tokens.**"
- Trip.com is "Framing This as a Settlement" rather than fulfilling their "Clear Obligation Under the Price Guarantee Policy," which mandates full loss recovery.

## 2) <u>Trip.com's Own Website Changes Prove Liability</u>:

- The issue wasn't caused by user error, it was "A Fundamental Flaw in Your System," as shown by your "Own Website Update" after my complaint was made to yourselves.
- "If Trip.com was not responsible," why was the website booking process changed "Only After My Financial Losses Occurred?"
- Your "Website Failure" led to my ticket "Not Being Processed Correctly," forcing me to spend additional funds unfairly.

## 3) Booking Was Never Properly Processed:

- The "Printed Itinerary Was Misleading," airport ground staff confirmed my ticket was "Still Processing, And Therefore Not Booked" at the time of travel.
- When I "Logged into Trip.com Account at The Airport," the website still displayed "In Progress," as it still does now! proving your "System Failure Continued Even After Payment."
- The ticket "Never Completed Processing," this issue was "Entirely Trip.com's Fault," as documented in my evidence.

## 4) Solid Proof Through Screenshots & N1 Claim Form:

- My "N1 Claim Form" contains "Direct Screenshots" proving the "Incorrect Website Layout Before and After the Changes."
- This confirms "Trip.com Acknowledged the Error" and quietly fixed it "Only After My Financial Loss," proving they were fully aware of the issue.
- Screenshots also show that, "Even After Payment," my booking remained "Stuck in Processing," making it "Impossible" for me to travel successfully.
- "Videos provided" clearly demonstrate the booking issue, yet Trip.com continues to "Twist the Facts" instead of addressing the proven error.

## 5) <u>Misrepresentation of Compensation</u>:

- Instead of "Honoring the Price Guarantee," Trip.com is disguising compensation "As A Settlement" rather than fulfilling its "Policy Obligations."
- · Your policy states that:
  - a. If Trip.com fails to issue a ticket after payment and the price increases, Trip.com must cover the difference.
  - b. Trip.com is obligated to refund the cost of the original ticket plus provide a free replacement flight.
- "Trip.com Is Trying to Frame Compensation as Optional Goodwill," when in fact, "It Should Be **Granted Automatically Under Your Own Policy Terms.**"

# 6) Failure to Address Pre-Action Conduct Letter & N1 Claim Form:

- You have ignored my <u>"Pre-Action Conduct Letter and N1 Claim Form,"</u> which formally outline <u>"Your</u> Legal Responsibility."
- My claim is "Legally Justified," and you continue to dismiss undeniable evidence, even after receiving "Formal Legal Documentation."
- "A Settlement Must Reflect Full Loss Recovery, Not Manipulated Compensation In USD Tokens" that are worth "A Fraction of My Actual Financial Losses."

I expect <u>"Full Reimbursement In GBP, Not Tokens with Poor Exchange Value."</u> I demand that Trip.com adheres to its "Own Refund Policy" covering:

- The original ticket cost.
- The full difference caused by increased prices.
- A replacement flight per your price guarantee terms.

This is <u>"Not Negotiable,"</u> your website failure is <u>"Proven, Documented, And Legally Supported,"</u> and my claim will <u>"Proceed to Legal Action"</u> if not settled accordingly.

## P.S.

I am requesting an update regarding the compensation for the "Baggage Fees Incurred During My Trip." Specifically, I am awaiting confirmation that the agreed amount has been processed:

- £40.00 Paid at Gatwick Airport: (Exhibit D)
- £69.63 Paid at Antalya Airport : (Exhibit J,)

As I have not received confirmation that the refund has been successfully "Transferred to My Account." Please can you provide an update.

## Best regards, Simon Paul Cordell

On Thursday 8 May 2025 at 01:43:26 BST, en\_flightservice@trip.com <en\_flightservice@trip.com> wrote:



Dear Simon.

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

This is Joy, senior manager of the customer success team. Rest assured that I am taking your case seriously.

Regarding your flight London-Antalya round way(order no.1653702646294295), I received your feedback about the baggage purchase for this trip.

We have carefully reviewed the details of your recent travel booking and would like to provide clarification regarding the baggage charges you encountered.

Upon thorough verification, we confirm that you purchased one piece of carry baggage for your outbound journey. Our records, as well as confirmation from the airline, indicate that the purchase was successfully completed. However, we advised by airline due to you miss the originally scheduled outbound flight, the airline rebooked you on an alternative flight and you added 23KG baggage for the new flight, which resulted in additional charges.

Regarding your return journey, it appears that no baggage was purchased in advance. Therefore, any baggage fees incurred at the airport were necessary for the transportation of your luggage.

We understand that these unforeseen expenses may have caused inconvenience, and while we are unable to assume responsibility for these charges, we are genuinely committed to ensuring your satisfaction. As a gesture of goodwill, we would like to offer you 3000 trip coins to your Trip.com account which is linked your email address as a gesture of goodwill. Hope you can see my sincerity in handling your case.

100 Trip Coins can be exchanged for approximately US\$1. You will be able to use Trip Coins to save instantly by selecting "Trip Coins" on the payment page when you book Flights, Hotels, Trains, Tours & Tickets, Car Rentals, and Airport transfers.

Trip coins will be valid for 18 months from date of issue. You can also find more about Trip Coins at: https://www.trip.com/customer/points/faq

If you confirm this process, kindly let us know.

Please be kindly noted that acceptance will be in full and final settlement of this complaint.

We appreciate your understanding.

Best Regards,

Joy

Customer Success Team

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