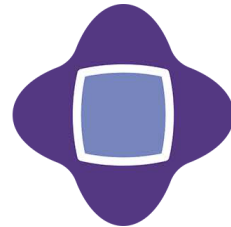


The Rail
Ombudsman



Rail ADR Service Rules and Eligibility Criteria

Rail ADR Service Rules and Eligibility Criteria

1. SCOPE

This document is comprised of the following:

- 1.1 [Part A](#): Rail ADR Service Rules;
- 1.2 [Part B](#): Eligibility Criteria.

2. DEFINITIONS

In this document, the following definitions shall apply:

“Accepted”	refers to a Decision being accepted by a Consumer in accordance with Paragraph 8.14.5 of Part A;
“Adjudication”	the process by which, in the event that Simple Resolution and Mediation having been unsuccessful in reaching agreement between the Rail ADR Scheme Member and the Consumer, the Ombudsman’s adjudication service (comprised of suitably qualified professionals) will decide cases between Consumers and Rail ADR Scheme Members;
“ADR”	Alternative Dispute Resolution;
“ADR letter”	The letters regarding signposting to ADR, referred to by the ORR’s Complaints Code of Practice.
“Advertised”	the service or amenities as described by the Rail ADR Scheme Member at the time the Consumer purchased, or attempted to purchase, their ticket;
“Advertised Timetable”	any timetable including any short-term or interim timetable published on National Rail Enquiries by a Rail ADR Scheme Member up to 10pm prior to the day of travel;
“Application”	the submission of an application by a Consumer that meets the acceptance and Eligibility Criteria;

“CAHA Registrar”	Claims Allocation and Handling Agreement Registrar;
“Catastrophic event”	any event (such as the collapse of a tunnel or the closure of part of the network due to a terrorist attack, flooding or landslips) that cannot be resolved within one Working Day that prevents a Rail ADR Scheme Member from providing most or all of its advertised services on a part or the whole of its network;
“Charters”	the Passenger Charters of each Rail ADR Scheme Member containing the terms under which the Consumer travels;
“Chief Ombudsman”	the Chief Ombudsman appointed by the Ombudsman as part of the Rail ADR Service governance requirements;
“Compensation Framework”	the compensation framework in the context of the contractual obligations of Rail ADR Scheme Members which sets out the approach for issues in which direct loss has been incurred by a Consumer as a result of an In Scope Dispute, but also for Decisions relating to Time & Trouble Awards.
“Complex Resolution”	a stage in the Rail ADR Process where, the opportunities for Simple Resolution having been exhausted, the Ombudsman must use Mediation and, where applicable, Adjudication to resolve an In Scope Dispute.
“Consumer”	an individual who has undertaken, or has attempted to undertake, a journey on a Scheduled Rail Service, and has purchased (or has had purchased on their behalf), or has attempted to purchase, a ticket for that journey;

“Consumer Legislation”	Consumer Rights Act 2015, Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; Equality Act 2010; Consumer Protection from Unfair Trading Regulations 2008, Electronic Commerce (EC Directive) Regulations 2002 and any other legislation, regulation or statutory instrument which may from time to time be enacted which would confer rights upon the Consumer and obligations on the Rail ADR Scheme Member that applies to the Rail ADR Scheme Member's provision of service at the time when the original Dispute was triggered;
“Consumer with Reduced Mobility”	a Consumer who has a permanent or temporary physical, mental, intellectual or sensory impairment which, in interaction with various barriers, may hinder their full and effective use of transport on an equal basis with other passengers or whose mobility when using transport is reduced due to age;
“Data Protection Legislation”	(1) Data Protection Act 2018, UKGDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and (2) any successor legislation to the GDPR or the Data Protection Act 2018 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or other relevant supervisory authority;
“Deadlock Letter”	the letter sent by a Rail ADR Scheme Member to a Consumer when the Rail ADR Scheme Member believes that it has exhausted all possibilities of resolving a Dispute and there is no further progress possible. Amongst other things, the letter will state this, that the Rail ADR Scheme Member can do no more and that it is its final position. It will also sign-post the Consumer to the Rail ADR Service;
“Decision”	a decision by the Ombudsman on the fair outcome of an In Scope Dispute that is binding on a Rail ADR Scheme Member;

“Dispute”	<p>any complaint to which a Consumer has (in their opinion) had an</p> <p>unsatisfactory response from a Rail ADR Scheme Member in relation to which they wish to apply, or an application has been made, to the Rail ADR Service in accordance with the Rail ADR Process;</p>
“Eligibility Criteria”	<p>the eligibility criteria for Disputes to be considered under the Rail ADR Service set out in Part B;</p>
“Exceptional Personal Circumstances”	<p>evidenced significant life events for the Consumer (including bereavement, severe illness and hospitalisation) or prior arrangements (including where the Adjudication is issued at a time when the Consumer is away from their place of residence or where there is an accessibility-related circumstance) that prevent the Consumer from being able to comply with the mandated Rail ADR Service response times in the Eligibility Criteria;</p>
“Frivolous Dispute”	<p>a Dispute that has no serious purpose or value. It may be trivial and investigating it would be out of proportion to the seriousness of its subject;</p>
“Industry Arrangements”	<p>a) where the Rail ADR Scheme Member is an Operator, the express terms of the contract between the Rail ADR Scheme Member and the Consumer as set out in the NRCoT, and, where applicable, the Charters. In addition, and insofar as they form the basis of the contract, the following provisions may be relevant in determining contractual liability: TSA (Ticketing and Settlement Agreement made between the Operators named in the Schedule to that Agreement dated 23 July 1995 as subsequently amended from time to time), the Rail ADR Scheme Member’s Accessible Travel Policy (ATP), the Rail ADR Scheme Member’s Complaints Handling Procedure, the ORR’s Complaints Code of Practice and Delay Compensation Code of Practice, and any other applicable terms and conditions which form part of the contract between the Rail ADR Scheme Member and the Consumer. The versions of the above policies that are in use at the time of travel</p>

or ticket purchase will apply;

- b) where the Rail ADR Scheme Member is not an Operator (for example, a third party retailer of rail tickets), then the documents establishing their duties will be identified on their entry to the Rail ADR Service and used by the Ombudsman when adjudicating In Scope Disputes;

“In Scope Dispute”	a Dispute accepted as being ‘in scope’ of the Rail ADR Service in accordance with Part B;
“Major route enhancement”	engineering work that requires the suspension of services on a part of the rail network for a period lasting a week or more;
“Maximum Award Limit”	has the meaning given in Paragraph 9.4 of Part B;
“Mediation”	the process by which, assisted by an independent view from the Rail ADR Service, a settlement in relation to an In Scope Dispute can be negotiated to which both the Consumer and the Rail ADR Scheme Member agree;
“Negotiated settlement”	where the parties in a Dispute have reached a mutually acceptable resolution to the case independent of the Ombudsman;
“Nominated representative”	an individual who has been nominated by the person raising a Dispute to act on their behalf (and who does not act on behalf of a claims handling business which helps people and/or organisations to make or process claims related to rail travel);

“Notification of the Dispute Being In Scope”	original notification of the Dispute being accepted as an In Scope Dispute by the Ombudsman in accordance with Paragraph 6.5 of Part A;
“NRCoT”	National Rail Conditions of Travel;
“Ombudsman”	The provider of the Rail ADR Service procured and established by ORR in 2023.
“Operator”	any passenger train operating company who is a signatory to the Ticketing and Settlement Agreement made between the Operators named in the Schedule to that Agreement dated 23 July 1995 as subsequently amended from time to time;
“Planned”	changes that have been scheduled in advance and which were advertised at the time the Consumer purchased their ticket;
“Quality of Interaction”	the extent to which staff interacting with the Consumer did so courteously and demonstrated the levels of skill, knowledge and care that can be reasonably expected;
“Rail ADR Process”	the process for dealing with Disputes under the Rail ADR Service as set out in these Rail ADR Service Rules;
“Rail ADR Scheme Member”	an Operator, Network Rail Infrastructure Limited (in relation to services provided directly to Consumers at its managed stations), and any other organisation in the rail industry who participate in the Rail ADR Service;
“Rail ADR Service”	the not-for-profit ADR service for the rail industry sponsored by ORR offering Consumers and Rail ADR Scheme Members an out-of-court alternative to dispute resolution to be provided and administered by the Ombudsman;

“Rail ADR Service Board”	<p>the board responsible for the executive management of the Rail</p> <p>ADR Service which will be constituted of a majority of independent non-executive directors and chaired by an independent non-executive director;</p>
“Rail ADR Service Website”	<p>the Ombudsman's website for the Rail ADR Service through which the Ombudsman will provide Consumers and Rail ADR Scheme Members with easy access to information concerning the Rail ADR Service;</p>
“Scheduled Rail Service”	<p>any rail service scheduled in Great Britain which is in the National Rail Timetable;</p>
“Simple Resolution”	<p>a stage in the Rail ADR Process giving the Ombudsman the opportunity to quickly resolve an issue when it is clear that:</p> <ul style="list-style-type: none"> a) there has been an administrative error (such as correspondence being sent to a wrong address or a compensation voucher accidentally not being included in a letter); or b) the grounds for the In Scope Dispute match previously settled In Scope Disputes for the Rail ADR Scheme Member subject to the In Scope Dispute so the outcome is already understood by the Rail ADR Scheme Member and Ombudsman; or c) the Ombudsman agrees a negotiated settlement within the 10 Working Day period the Rail ADR Scheme Member has to return the case file to the Ombudsman (as referred to in Paragraph 6.3 of Part A); or d) the In Scope Dispute can be resolved without Mediation or Adjudication because the grounds for finding in favour of the Rail ADR Scheme Member or the Consumer are clear from the application of the Rail ADR Service Rules;

“Statutory Appeals Bodies”	Transport Focus and London TravelWatch;
“Time & Trouble Award”	redress for the time and trouble that the Consumer has reasonably incurred as a result of the Dispute. The principles used to calculate Time & Trouble Awards are set out in the Compensation Framework;
“Unplanned service alterations”	temporary alterations to the advertised service (such as diversions, changed calling patterns, altered journey times and rail replacement services) usually introduced because of disruption or unforeseen circumstances. These alterations are unlikely to have been known about or advertised at the time the Consumer purchased their ticket;
“User”	any person authorised to use the Rail ADR Service Website and/or the Rail ADR Service including the Ombudsman, a Rail ADR Scheme Member, Consumers and Statutory Appeals Bodies;
“Vexatious Dispute”	a Dispute where it is apparent that the Consumer is pursuing a Dispute, or persistently pursuing a Dispute, without merit and purely intends to cause inconvenience, harassment or expense to a Rail ADR Scheme Member and/or the Ombudsman;
“Working Day”	any day other than a Saturday, Sunday or bank holiday in England and Wales or Scotland.

PART A: RAIL ADR SCHEME RULES

1. GENERAL

- 1.1 The operation of the Rail ADR Service is overseen and assured by the Rail ADR Service Board, which ensures the independence, effectiveness and integrity of the Rail ADR Service. The Rail ADR Service will be the first point of contact for Consumers who are not happy with the response to a complaint they have received from a Rail ADR Scheme Member.
- 1.2 All Decisions made on the outcome of In Scope Disputes will be taken by individuals trained in dispute resolution, consumer rights and the experience of Consumers in the rail industry. These individuals are employed by the Ombudsman and are independent of the Rail ADR Scheme Members.
- 1.3 A full list of Rail ADR Scheme Members will be available on the Rail ADR Service Website.
- 1.4 The use of the Rail ADR Service is free to Consumers (except for any incidental costs incurred such as postage, telephone or internet costs, although these may be included in any Decision made). The Rail ADR Scheme Members will be responsible for all fees arising from and funding the Rail ADR Service.
- 1.5 An application to the Rail ADR Service can only be made after the Consumer has exhausted the Rail ADR Scheme Member's complaints procedure.
- 1.6 A Decision made by the Rail ADR Service is binding on a Rail ADR Scheme Member only if the Consumer contacts the Rail ADR Service to formally accept the Decision within 20 Working Days of the date of the Decision being issued to both parties. In Exceptional Personal Circumstances the Ombudsman can exercise its discretion to allow a longer acceptance period as referred to in Paragraph 8.14.5 of this Part A.
- 1.7 Any Decision made applies only to the Dispute pursuant to which the Decision was made. The Ombudsman will be consistent in reaching its Decisions, however every In Scope Dispute will be resolved in light of the facts pertaining to it and the applicable factors referred to in Paragraph 8.8 of this Part A.

2. APPLICATION ELIGIBILITY

- 2.1 A Consumer is eligible to make an application to the Rail ADR

Service.

- 2.2 Applications to the Rail ADR Service will be accepted from Consumers or their nominated representatives. If a Consumer wishes to appoint a nominated representative to act on their behalf, this must be confirmed by either themselves or their nominated representative when registering their application to the Rail ADR Service. If a Consumer has appointed a nominated representative, the Consumer can no longer apply to the Rail ADR Service in relation to the same Dispute as the case will have been transferred to the nominated representative. Only one application per Dispute can be made.
- 2.3 Applications can be accepted by any Consumer who is 16 years of age or older on the date the application is made; Consumers who are 15 years of age or younger must be represented by a parent, guardian or nominated representative who is 16 years of age or older on the date the application is made.
- 2.4 Applications from groups of people known to each other who are travelling together and are party to a Dispute (eg a family on a trip or colleagues on a business trip) will be accepted.
- 2.5 The Ombudsman cannot accept 'class actions', that is an application made on behalf of unrelated people on unrelated journeys (even if they are on the same train) claiming for the same problem.
- 2.6 Consumers can apply to the Rail ADR Service in relation to an incident that occurred on or after the 26 November 2018 as follows,:
 - 2.6.1 up to 12 months after having received an ADR letter, from the Rail ADR Scheme Member and/or the Consumer has otherwise met the requirements contained in Clause 4 below;
 - 2.6.2 the Ombudsman may accept Disputes later than 12 months after an ADR letter from the Rail ADR Scheme Member:
 - 2.6.2.1 in Exceptional Personal Circumstances; or
 - 2.6.2.2 where there has been a franchise change and the Dispute relates to the previous franchise holder to enable relevant data to be obtained where agreed with the incoming franchise holder.

- 2.7 The Consumer must have given the Rail ADR Scheme Member an opportunity to resolve the complaint and have either received a Deadlock Letter or failed to reach agreement with the Rail ADR Scheme Member within 40 Working Days from the date the Rail ADR Scheme Member first received the complaint. If the failure by the Rail ADR Scheme Member to resolve the complaint within 40 Working Days is because the Consumer has not responded within an appropriate timescale to the Rail ADR Scheme Member's reasonable requests for further information or documentation, the Ombudsman may refuse the Dispute until the Rail ADR Scheme Member has had what it determines is a reasonable opportunity to respond to the Consumer in full.
- 2.8 Disputes will be assessed to see if they are eligible for the Rail ADR Service in accordance with the Eligibility Criteria.
- 2.9 The Ombudsman will come to its Decision on the information provided to it by the Consumer and the Rail ADR Scheme Member. If any party fails to provide the information required of it within the timescale set, then the Ombudsman will make its Decision using the information provided. The circumstances in which a party fails to provide information will also inform the Decision.

3. SCOPE

- 3.1 The power to determine whether a Dispute falls within the scope of the Rail ADR Service in accordance with these Rail ADR Service Rules rests with the Ombudsman. A Rail ADR Scheme Member may raise an objection to a Dispute being deemed within scope of the Rail ADR Service (as referred to in Paragraph 7 of this Part A) which the Ombudsman is obliged to consider. However, following this consideration the Ombudsman's decision on scope will be final.
- 3.2 If a Dispute is not eligible for the Rail ADR Service, the Ombudsman will notify the Consumer of the reasons for this and will pass it on (where such an arrangement exists) to the relevant body that can assist with it.
- 3.3 Consumers cannot make an application to the Rail ADR Service about an issue if they have already accepted a settlement from a Rail ADR Scheme Member with regard to that issue which was stated by the Rail ADR Scheme Member to be in full and final settlement of their claim or using other wording which has an equivalent meaning.
- 3.4 Consumers cannot resubmit Disputes to the Rail ADR Service that have already been resolved or refused by the Rail ADR Service unless new material evidence becomes available. This does not

prevent Consumers submitting a Dispute about a different issue on the same journey which was not addressed by the original submission, provided they have already given the Rail ADR Scheme Member an opportunity to resolve the complaint in accordance with Paragraph 2.7 of this Part A.

- 3.5 The Ombudsman will share, with Transport Focus or London TravelWatch, insight related to how well a Rail ADR Scheme Member has managed the impact of known limitations of current on train amenities and how these have impacted Consumers with Reduced Mobility on a specific journey.

4. APPLYING TO THE RAIL ADR SERVICE

- 4.1 To apply to the Rail ADR Service, the Consumer (or their nominated representative) must:
- 4.1.1 confirm that they have received a Deadlock Letter and provide the date and reference number of such a Letter; or
 - 4.1.2 provide a summary of their Dispute accompanied by evidence that they have complained in writing to a Rail ADR Scheme Member and that 40 Working Days have passed since the date the Rail ADR Scheme Member first received the complaint without a resolution being reached. In the event of the Consumer not having retained evidence they must be able to provide enough information to enable the Ombudsman to establish whether a Dispute was raised with a Rail ADR Scheme Member; the Rail ADR Scheme Member will endeavour to support reasonable requests for this information; and
 - 4.1.3 state the nature of the remedy that they require, such as:
 - 4.1.3.1 an explanation or apology;
 - 4.1.3.2 an action relating to a ticket;
 - 4.1.3.3 any other action or actions to be taken; and/or
 - 4.1.3.4 some form of compensation or refund.
- 4.2 Referring to the Rail ADR Service does not remove the Consumer's duty to pay a Rail ADR Scheme Member any amounts that are due, for example the applicable fare for journeys that have been made but have not been paid for.

5. VEXATIOUS AND FRIVOLOUS DISPUTES

- 5.1 The Ombudsman may refuse to deal with a Frivolous Dispute.
- 5.2 The Ombudsman will refuse to accept a Vexatious Dispute.

6. ACCEPTANCE & CASE COMPILATION

- 6.1 The Ombudsman will assess whether each Dispute it receives meets the Eligibility Criteria. If it fails to meet the Eligibility Criteria, it will be logged and the Consumer will be advised as to what the next steps are. Disputes within the scope of Transport Focus and/or London TravelWatch or other bodies such as the CAHA Registrar, the parking appeals body (as appropriate) or other bodies will be forwarded to those organisations in accordance with the processes relevant to those bodies agreed as part of the Implementation Services. Such Disputes shall be sent so that they are received by those bodies no later than 3 Working Days after the Ombudsman received the Dispute.
- 6.2 If a Dispute relates to a combination of issues, some of which are in scope of the Rail ADR Service and some of which are in the scope of other bodies, the Ombudsman must progress the issues within its scope and liaise with the other bodies.
- 6.3 The Ombudsman must adopt the primary point of contact role for Consumers whose Disputes are in scope for 2 or more bodies (but out of scope for the Rail ADR Service) and must endeavour to ensure the Consumer is well-informed and well-served by all bodies involved.
- 6.4 The date from which a Dispute is accepted as an In Scope Dispute by the Ombudsman will serve as the basis from which all subsequent response times set out in these Rail ADR Service Rules will be calculated.
- 6.5 Once a Dispute is accepted as an In Scope Dispute, the Ombudsman will contact the relevant Rail ADR Scheme Member and request its case file and a summary explanation of its handling of the case to date, which will act as a notification that the Dispute has been accepted as an In Scope Dispute by the Ombudsman. The Rail ADR Scheme Member has 10 Working Days from receipt of the Notification of the Dispute Being In Scope to provide this information unless it wishes to object to the Dispute on grounds of scope (as referred to in Paragraph 7 of this Part A). In Scope Disputes that are not completed within 40 Working Days because a Rail ADR Scheme Member does not respond to the Ombudsman within that timescale shall be reported to ORR and the applicable Target Service Level may be waived by ORR in relation to that In

Scope Dispute.

- 6.6 During the 10 Working Day period referred to in Paragraph 6.5 of this Part A, the Rail ADR Scheme Member may seek to settle the In Scope Dispute with the Consumer. If a settlement is reached, the Ombudsman must receive confirmation from the Consumer and the Rail ADR Scheme Member that both parties are satisfied with the outcome and the In Scope Dispute will be closed as a negotiated settlement and classed as a Simple Resolution.
- 6.7 Should a case contain any information that cannot be shared due to data protection considerations, the Rail ADR Scheme Member must provide a suitable summary of the relevant outcomes to the Ombudsman so that the Ombudsman is sufficiently informed to come to a Decision.
- 6.8 Once the case files are received, the Ombudsman will review the case to identify whether there are grounds for a Simple Resolution.

7. OBJECTIONS

- 7.1 On receiving a Notification of the Dispute Being In Scope, a Rail ADR Scheme Member can object if it considers the case to be out of scope of the Rail ADR Service. To do this it will need to demonstrate how the Dispute falls outside of the scope set out in the Eligibility Criteria. The Rail ADR Scheme Member shall have 5 Working Days from receipt of the Notification of the Dispute Being In Scope to raise an objection.
- 7.2 Within 5 Working Days of receiving an objection from the Rail ADR Scheme Member, the Ombudsman will review the objection and either uphold or overrule it. If an objection is upheld, the In Scope Dispute will be withdrawn from the Rail ADR Service and the Rail ADR Scheme Member and the Consumer will be notified. If the objection is overruled, the Ombudsman will notify the Rail ADR Scheme Member who will have a further 5 Working Days from receipt of such notification to provide its case file so that the case file is received by the Ombudsman no later than 15 Working Days after receipt of the Notification of the Dispute Being In Scope.
- 7.3 There is no right of appeal against the Ombudsman's final decision on scope for either the Consumer or the Rail ADR Scheme Member.
- 7.4 The Ombudsman will report to ORR at its request on the number of upheld and overruled objections. In the event of overruled objections the Ombudsman will have 45 Working Days to resolve these In Scope Disputes.

8. DISPUTE RESOLUTION

- 8.1 The Ombudsman will seek to achieve a Simple Resolution of an In Scope Dispute wherever practical and appropriate. Sometimes the grounds for an In Scope Dispute may match previously settled In Scope Disputes for the Rail ADR Scheme Member subject to the Dispute ('an echo case'). It is noted that in relation to echo cases:
- 8.1.1 an echo case would apply where multiple identical claims are brought in relation to the same incident/event which affects multiple Consumers in the same way. In theory, the assessment and outcome that applies to one Consumer would apply to them all. This means that subsequent cases relating to the same incident would not require full investigation and the initial assessment can be applied to other cases. Therefore, as the outcome is already understood by the Rail ADR Scheme Member and the Ombudsman, if previous In Scope Disputes which are echo cases have not been upheld, a Decision in favour of the Rail ADR Scheme Member will be issued without the In Scope Dispute being progressed to Mediation or Adjudication;
 - 8.1.2 indicators that an echo case may apply are:
 - 8.1.2.1 the factual circumstances are clear;
 - 8.1.2.2 the factual circumstances are identical;
 - 8.1.2.3 the Consumers have purchased the same ticket type;
 - 8.1.2.4 an absence of any differentiating circumstances;
 - 8.1.2.5 an absence of Aggravating Factors and Alleviating Factors as defined in the Compensation Framework.
- 8.2 If a Simple Resolution is not possible, the Ombudsman will attempt a Complex Resolution and thereby facilitate Mediation and, where applicable, Adjudication. Mediation shall be between the parties subject to the In Scope Dispute; this will be in a format appropriate to the parties involved and the nature of the In Scope Dispute.
- 8.3 Mediation will be based on the facts of the case as presented. All parties will have the opportunity to correct any inaccuracies or provide clarifying evidence within a fixed period specified by the

Ombudsman.

- 8.4 The aim of Mediation is to provide an outcome that is mutually acceptable to both parties. Any such outcome will be binding on the Rail ADR Scheme Member.
- 8.5 If the Ombudsman considers there are no additional grounds for early case closure as set out in Clause 8.4 above, it will proceed to Adjudication which will be inquisitorial, seeking responses and encouraging the participation of both parties to the In Scope Dispute equally.
- 8.6 The Ombudsman must investigate certain factors including:
- 8.6.1 an assessment of current evidence;
 - 8.6.2 expert advice;
 - 8.6.3 appropriate remedy based in law and/or fairness;
 - 8.6.4 compensatory entitlement.
- 8.7 Decisions must be assessed for fairness, accuracy and consistency before being issued to the parties in the In Scope Dispute and all findings must be reported in a register of every Decision made by the Ombudsman.
- 8.8 The Ombudsman must assess each In Scope Dispute on a case by case basis and will make Decisions taking account of the following:
- 8.8.1 the Industry Arrangements;
 - 8.8.2 the rights and obligations contained in Consumer and other relevant Legislation;
 - 8.8.3 the individual circumstances and any other factors which from time to time may be relevant in assessing the Consumer's legal entitlement;
 - 8.8.4 common law precedents and principles;
 - 8.8.5 the relevant national law, for example English or Scottish law, as applicable.
- 8.9 Decisions will be made on the civil burden of evidence, that is 'on a balance of probabilities', considering the information which has been provided. This means that one party's claim will be considered more probable than the other, based upon the evidence supplied. All Decisions will be underpinned by the principles of natural justice and moral fairness and the Ombudsman will make a Decision based on what is fair and reasonable in all the circumstances of the Dispute. This may involve the Ombudsman offering redress that diverts from industry policies,

provided that this is not a matter of routine and that the Ombudsman provides clear reasoning as to why it has so diverted as part of its decision. Where there is evidence that any industry policies, legal and/or regulatory requirements and/or decisions or determinations act generally to the detriment of Consumers, the Ombudsman shall notify the ORR, the Statutory Appeals Bodies and work with the relevant bodies to seek resolution.

- 8.10 Subject to compliance with the overall timescales established in these Rail ADR Service Rules, the Ombudsman can:
- 8.10.1 request further evidence from the Consumer or Rail ADR Scheme Member and set time limits by which this evidence must be provided;
 - 8.10.2 receive and consider any evidence that it decides is relevant to the case in hand;
 - 8.10.3 proceed with the Adjudication if any party subject to the In Scope Dispute does not behave in a way that is compliant with these Rail ADR Service Rules;
 - 8.10.4 end the Adjudication if, in its opinion, all or part of the In Scope Dispute is best resolved in another forum or dealing with such a type of In Scope Dispute would otherwise seriously impair the effective operation of the Ombudsman as an ADR entity;
 - 8.10.5 end the Adjudication if the Consumer and Rail ADR Scheme Member have reached a negotiated settlement outside of the Rail ADR Process;
 - 8.10.6 determine whether a Rail ADR Scheme Member has complied with a Decision in the event a dispute arises between parties as to whether this has happened.
- 8.11 Rail ADR Scheme Members will agree to honour any offer of redress that they have given to a Consumer when they enter into Mediation. However, if the In Scope Dispute proceeds through to Adjudication and the Ombudsman decides that the Consumer is entitled to less than they were originally offered, the Rail ADR Scheme Member will only be bound to award the lower amount and the original offer may be withdrawn by the Rail ADR Scheme Member which means the Consumer may not be able to rely upon the better offer. The Ombudsman will make this clear to the Consumer when the Consumer contacts the Rail ADR Service.
- 8.12 The Ombudsman will issue all Decisions within 40 Working Days of the date on which the Dispute was accepted by the Ombudsman as an In Scope Dispute unless:

- 8.12.1 additional evidence or independent advice is necessary for a Decision to be made;
 - 8.12.2 an objection, subsequently overruled by the Ombudsman, has been received from a Rail ADR Scheme Member as referred to in Paragraph 7 of this Part A; or
 - 8.12.3 there are Exceptional Personal Circumstances and the Ombudsman exercises its discretion to agree a different timescale as referred to in Paragraph 8.14.5 of this Part A.
- 8.13 The Ombudsman will develop a culture of expertise in all matters relating to the Consumer experience on the railways so that it is able to facilitate resolutions without recourse to other parties. From time to time however the Ombudsman may, at its discretion, seek the advice from an independent expert approved by the Chief Ombudsman. The costs of sourcing such expertise will be borne by the Ombudsman (but this is not intended to apply where the Ombudsman considers it is necessary to seek advice from an independent expert in relation to gathering evidence in order to make a Decision, in which case, the reasonable costs of procuring any independent expert will be borne by the Rail ADR Scheme Member).
- 8.14 Decisions will be provided in a format appropriate to the Consumer to all parties in the Dispute setting out:
- 8.14.1 a summary of the reasons for the Decision;
 - 8.14.2 the source of any independent expert advice that has informed the Decision;
 - 8.14.3 the amount of the award and how it was justified;
 - 8.14.4 the timescale in which the Rail ADR Scheme Member must deliver redress once the Decision has been Accepted by the Consumer;
 - 8.14.5 a requirement for the Consumer to accept the Decision via the Rail ADR Service within 20 Working Days of the date of the Decision being issued (or longer in Exceptional Personal Circumstances at the discretion of the Ombudsman).
 - 8.14.6 The Decision will also state that the Consumer is not bound by the Decision and other channels remain open to them to pursue their claim. However, it will also state that if the Decision is Accepted by the Consumer, the terms of the Decision will be in full and final settlement of the Dispute.
- 8.15 A Decision only becomes binding on a Rail ADR Scheme Member once the Consumer has confirmed that they have Accepted it.

- 8.16 If the Consumer rejects the Decision either in full or in part, then the Decision is not binding on the Rail ADR Scheme Member.
- 8.17 If the Decision is not Accepted by the Consumer, then the Decision is not binding on the Rail ADR Scheme Member. In such circumstances, if the Rail ADR Scheme Member chooses not to implement the Decision then the case cannot be resubmitted to the Ombudsman.
- 8.18 If the Decision requires the Rail ADR Scheme Member to act in relation to the Consumer, and the Consumer has Accepted the Decision, the Rail ADR Scheme Member must complete the necessary action(s):
 - 8.18.1 within 14 days of when the Consumer Accepted the Decision (and the Consumer provided the necessary details so that a payment can be made) if the matter disputed relates to a refund or a price reduction; or
 - 8.18.2 within 20 Working Days of when the Consumer Accepted the Decision (and the Consumer provided the necessary details so that a payment can be made) for all other matters unless an alternative timescale agreed by all parties that has been both communicated to and approved by the Ombudsman.
- 8.19 Apart from amending a Decision following an error, the Ombudsman will not enter into correspondence relating to the content of a Decision.
- 8.20 As part of its Adjudication, the Ombudsman can also recommend that a Rail ADR Scheme Member should:
 - 8.20.1 review or change its corporate policy(ies) or procedure(s) material to the cause of the Dispute;
 - 8.20.2 and/or implement a course of action (such as staff training) designed to prevent the Dispute happening again.

9. REMEDIES AND COMPENSATION FRAMEWORK

- 9.1 The Compensation Framework shall:
 - 9.1.1 set out the objectives of compensation and the basic criteria that must be satisfied for a compensation award to be considered which will include setting out the scope of assessments, any exclusions, limitations and evidence required;

- 9.1.2 set out the rationale for grading the impact of the Rail ADR Scheme Member's actions which will be based on an assessment of what is fair and proportionate with consideration to the nature and extent of the complaint, whether the issues are isolated or repeated as far as that Consumer is concerned, the impact on the Consumer, the speed and quality of the Rail ADR Scheme Member's response and the actions taken by the Consumer to minimise the impact suffered;
- 9.1.3 operate as a guide to ensure clarity and consistency of approach.

9.2 The Ombudsman will provide an appropriate remedy, where merited, which both:

- 9.2.1 provides redress in accordance with the Consumer's entitlements under the applicable Industry Arrangements; and
- 9.2.2 recognises the basis for a Time & Trouble Award taking into account the factors referred to in Paragraphs 8.8.2 to 8.8.5 of this Part A.

In assessing whether (and what) compensation is an appropriate remedy, any support, refund and other remedy already given by Rail ADR Scheme Members to Consumers will be considered. For example, information, help with re-planning onwards journeys, alternative transport, overnight accommodation, refreshments provided on a free of charge basis etc.

9.3 The list below contains a non-exhaustive outline of the types of remedies that the Ombudsman can consider:

- 9.3.1 an explanation;
- 9.3.2 an acknowledgement that there was/is a problem; an apology;
- 9.3.3 something to be done about a ticket or tickets if possible (such as reissuing a ticket for a travel on an alternative day);
- 9.3.4 a refund;
- 9.3.5 complimentary travel;
- 9.3.6 a token of apology (such as flowers or retail vouchers);
- 9.3.7 and/or compensation.

9.4 In addition to any redress provided pursuant to Paragraph 9.2.1 of this Part A, under the Rail ADR Service there is a maximum limit of

£2,500 per Consumer party to an In Scope Dispute as a compensation award (“**Maximum Award Limit**”). A decision to award compensation by the Ombudsman up to Maximum Award Limit may include:

9.4.1 any amounts for reasonably contemplatable, mitigated loss (ie loss that the Consumer could have reasonably foreseen and taken steps to avoid) suffered due to the Rail ADR Scheme Member's breach which the Consumer can evidence (and which is not excluded under the Compensation Framework); and/or

9.4.2 a Time & Trouble Award,

in accordance with the terms set out in the Compensation Framework. For example, a Consumer might seek to claim a refund of the purchase price of a ticket, or a claim for loss or damage to mobility equipment, (pursuant to Paragraph 9.2.1 of this Part A which might exceed £2,500) and a compensation award (which must not exceed £2,500).

9.5 The Ombudsman has no powers to make an award of costs to any third party in respect of professional and/or other services engaged by a Consumer in relation to making an application to the Rail ADR Service.

9.6 The Ombudsman shall:

9.6.1 recompense Rail ADR Scheme Members for any amounts awarded to a Consumer following the resolution of a Dispute in accordance with the Rail ADR Process where any such award was due to an administrative error that cannot be rectified; and

9.6.2 pay a reasonable administration fee to the affected Rail ADR Scheme Member for handling any such amounts.

10. NEGOTIATED SETTLEMENT

10.1 If at any stage during the Rail ADR Process, there is a negotiated settlement, then evidence of this should be provided to the Ombudsman. Once the Ombudsman has evidence that the Consumer has received the remedies agreed in the negotiated settlement, the case will be closed.

11. COMPLIANCE

11.1 The Rail ADR Scheme Member must provide the Consumer with all of the redress awarded by the Ombudsman (other than a refund or a price reduction in accordance with Paragraph 8.18.1 of this Part A) either:

- 11.1.1 within 20 Working Days of the Decision being Accepted by the Consumer; or
 - 11.1.2 within a timescale agreed by all parties subject to the In Scope Dispute that has been communicated to and approved by the Ombudsman.
- 11.2 If the Rail ADR Scheme Member is unable to provide the required redress within the relevant timescale, it must notify the Consumer and the Ombudsman of this, together with the reasons and an expected date when redress will be instated. In these circumstances, the Ombudsman may award further redress to the Consumer if further demonstrable inconvenience has been caused to the Consumer by the delay subject to the Maximum Award Limit.
- 11.3 The Rail ADR Scheme Member must notify the Ombudsman when it has provided the Consumer with all of the redress awarded.
- 11.4 If the Ombudsman is notified that a Rail ADR Scheme Member has failed to provide the redress required of it, the In Scope Dispute is deemed not to have been settled. The Ombudsman will seek to resolve the matter at an operational level and if necessary escalate the matter to the Managing Director of that Rail ADR Scheme Member. If that Rail ADR Scheme Member then continues to offer no redress, the matter will be escalated to the Rail ADR Service Board which will review the matter and inform the ORR. The ORR will then take whatever action it deems necessary in accordance with its remit.

12. COMPLAINTS ABOUT THE OMBUDSMAN

- 12.1 Consumer complaints about the quality of service provided by the Ombudsman should be sent to the Chief Ombudsman, or their designated delegates. If the Chief Ombudsman, or their designated delegates are unable to resolve the problem, they shall provide the details of the Independent Assessor commissioned by the Rail ADR Service Board to the Consumer, who may refer the unresolved complaint to the Independent Assessor for consideration. This procedure is suitable to deal with the complaint handling process followed by the Ombudsman but it cannot be used to challenge an Ombudsman's Decision of an In Scope Dispute with a view to having it overturned.
- 12.2 Rail ADR Scheme Members' complaints about the quality of service provided by the Rail ADR Service should be escalated to the Account Manager who will review the complaint and seek to resolve the matter at a day-to-day service management level. In the event that the Rail ADR Scheme Member remains dissatisfied the Independent Assessor is also available to hear complaints by

Rail ADR Scheme Members. The procedure cannot be used to challenge a Decision with a view to having it overturned.

13. DATA

Subject to compliance with the Data Protection Legislation, if either the Consumer or the Rail ADR Scheme Member requires any hard copies of documents or physical materials that they have submitted as evidence returned to them, they must request this from the Ombudsman within the timescales set out in the Ombudsman's Data Retention Policy (which the Ombudsman will make available to Consumers and the Rail ADR Scheme Members via the Rail ADR Service Website). If no such request is made, the Ombudsman will dispose of the documents securely.

14. UPDATE

These Rail ADR Service Rules may be updated from time to time by the Ombudsman. In Scope Disputes will be determined in accordance with the Rail ADR Service Rules that were in force at the time the Consumer applied to the Rail ADR Service.

15. PROMULGATION

The Rail ADR Service Rules and the Compensation Framework will have effect from the launch date of the Rail ADR Service on 26 November 2023.

PART B: ELIGIBILITY CRITERIA

1 GENERAL APPROACH

- 1.1 To be eligible for consideration a Dispute must be 'in scope' and it must relate to an incident that occurred on or after the launch date of the original Rail ADR Service i.e. 26 November 2018, or the Rail ADR Scheme Member's accession to membership of the Rail ADR Service. This means there has been a failure of the Rail ADR Scheme Member to provide its service in accordance with the Industry Arrangements and/or with reasonable care and skill in accordance with the obligations under the Consumer Legislation.
- 1.2 Disputes which relate to Consumer-facing services outsourced by a Rail ADR Scheme Member, for which the Rail ADR Scheme Member will be accountable, will be eligible for consideration.

2 IN SCOPE DISPUTES

The following is a summary of types of In Scope Dispute with some examples of types of Dispute which will be 'out of scope' and indicating to whom they should be referred:

2.1 Train service performance

- Delays or cancellations against the Advertised Timetable.
- The effect of unplanned service alterations.
- Failure to pay the delay compensation entitlement in accordance with the Industry Arrangements or where there are other material issues arising in the claim that the Rail ADR Scheme Member has failed to address when providing the delay compensation entitlement.
- The adequacy of information publicising rail improvement works or the suitability of reasonable alternative transport provided during rail improvement works.

Out of scope:

Subject matter of 'out of scope' Dispute	Referral to
The scheduling of rail improvement works and/or the Advertised Timetable implemented because of such works.	Transport Focus/London TravelWatch
Planned line closures.	Transport Focus/London TravelWatch
Advertised Timetabled departure times and duration of journeys.	Transport Focus/London TravelWatch
Subject matter of 'out of scope' Dispute	Referral to
The potential impact on Consumers from Advertised Timetable changes (including the twice yearly change).	Transport Focus/London TravelWatch
Compensation policy (for example the original targets set for DR15 or the old charter-style mechanism via the franchising process, not whether they have been implemented correctly).	Transport Focus/London TravelWatch

2.2 Customer service staff

- The Quality of Interaction offered by staff.
- The availability of staff at staffed stations or on trains during scheduled staffing hours.

Out of scope:

Subject matter of 'out of scope' Dispute	Referral to
The availability of staff outside of the scheduled staffing hours, policy relating to ticket office closures or the lack of staff on Driver Operated Only services.	Transport Focus/London TravelWatch
Advertised staffing levels.	Transport Focus/London TravelWatch

2.3 Retailing and refunds

- The clarity, accuracy and impartiality of the retailing of tickets and associated rail products.
- The availability of advance fares as advertised.
- The failure to give a refund due to an error made by a Rail ADR Scheme Member.
- The availability of a ticket type due to the inability to obtain a ticket (eg the station ticket office is closed outside of its advertised hours of operation or the TVM is out of order).
- Issues relating to the application or interpretation of Routeing Guide validities i.e. the guidance used when defining the route(s) that a customer is entitled to take when making a journey on the National Rail network.

Out of scope:

Subject matter of 'out of scope' Dispute	Referral to
Industry or Government policies relating to whether a particular station will have a staffed ticket office.	Transport Focus/London TravelWatch
The pricing of tickets, government set fares policy and its consequences for fares.	Transport Focus/London TravelWatch
Routeing Guide validities.	Transport Focus/London TravelWatch
Absence of particular types of products / tickets (for example multimodal, carnet, flexi-season, 16-18 school discounts).	Transport Focus/London TravelWatch

2.4 Information

- The clarity, accuracy and/or availability of information relating to Advertised Timetabled services in advance of or during a journey.

Out of scope:

Subject matter of 'out of scope' Dispute	Referral to
The availability and quality of published train performance data.	ORR

2.5 On train issues

- The availability, quality and maintenance of advertised on train amenities including toilets, information screens, public announcement systems, heating, air- conditioning, Wi-Fi, facilities for Consumers with Reduced Mobility, cycle storage, catering, first class.
- The quality of how a Rail ADR Scheme Member has managed the impact of known limitations of current on train amenities on a specific journey (for example, passenger information systems that cannot be updated with live service alterations, or accessibility-related facilities that are subject to a derogation from established standards).
- The quality of the enforcement of advertised policies on the train where applicable (such as the carriage of cycles, access to priority seating, access to reserved seats).

Out of scope:

Subject matter of 'out of scope' Dispute	Referral to
Campaigns, suggestions or requests for the introduction of new on train amenities or the refurbishment of existing rolling stock.	Transport Focus/London TravelWatch
Policy on the carriage of cycles.	Transport Focus/London TravelWatch

2.6 Station issues

- The availability, quality and maintenance of advertised station amenities including lifts, escalators, toilets, waiting rooms, information screens, public announcement systems, rail ticket vending machines, ticket gatelines, cycle storage and lost property.
- Overcrowding at a station on a specific date.

Out of scope:

Subject matter of 'out of scope' Dispute	Referral to
Campaigns, suggestions or requests for the development or refurbishment of existing stations or the building of new stations.	Transport Focus/London TravelWatch
Station amenities (such as non-ticket vending machines, retail outlets and catering establishments) provided independently of the Rail ADR Scheme Member.	Transport Focus/London TravelWatch
Planned station closures.	Transport Focus/London TravelWatch

2.7 Car parking

- The provision and maintenance of customer car parking services and facilities on railway land, where the Rail ADR Scheme Member has responsibility for such services and facilities.
- Retailing of car parking tickets by rail staff at station ticket offices or through rail ticket vending machines that also sell car parking tickets.
- Enforcement of car parking policies (such as use of disabled spaces), where the Rail ADR Scheme Member has responsibility for such car parking policies.

Out of scope:

Subject matter of 'out of scope' Dispute	Referral to
Issue of a parking charge notice.	British Parking Ombudsman / parking appeals body as appropriate
The provision of customer car parking services and facilities on railway land where reasonably advertised as not available.	Transport Focus/London TravelWatch

Subject matter of 'out of scope' Dispute	Referral to
The number of parking spaces provided at a station.	Transport Focus/London TravelWatch
Claims for damage to vehicles in car parks on railway land.	Rail ADR Service Member Claims Department / Small Claims Court
Car parking in car parks with no relationship with the railway other than proximity.	The owner of car park
Retailing and pricing of car parking tickets at a station.	Transport Focus/London TravelWatch

2.8 Complaints handling

- All service failure issues, as regulated by a Rail ADR Scheme Member's Complaint Handling Procedure or Charter.

2.9 Safety and security

- Conditions or failures to enforce safety procedures (such as requiring cyclists to remove bicycles blocking access/egress on carriages) at a station or on a train on a specific date.

Out of scope:

Subject matter of 'out of scope' Dispute	Referral to
Personal injury and any associated claim for compensation.	Rail ADR Scheme Member Claims Department/ CAHA Registrar
Conditions (such as over-crowding) at a station or on a train on an ongoing basis.	Transport Focus/London TravelWatch
Issues investigable by other bodies such as the Rail Safety and Standards Board (RSSB), Health and Safety Executive (HSE) and the police.	Applicable body
Correct enforcement of policies which fulfil safety-related obligations from rail industry safety bodies.	Transport Focus/London TravelWatch
Policies relating to the consumption of alcohol and/or smoking and the correct enforcement of such policies.	Transport Focus/London TravelWatch
The basis on which safety related operational decisions (such as the declassification of first class in the event of crowding in standard class) are made.	Transport Focus/London TravelWatch

2.10 Consumers with Reduced Mobility

- Provision of assistance and access to advertised services and/or facilities.
- The quality of how a Rail ADR Scheme Member has managed the impact of known limitations of current station or on train amenities for Consumers with Reduced Mobility on a specific journey. Examples of this might include where accessibility-related facilities are subject to a derogation from established accessibility standards or the service has been specified in a way that leaves the Rail ADR Scheme Member with the responsibility of making reasonable adjustments for Consumers with Reduced Mobility.

Out of scope:

Subject matter of 'out of scope' Dispute	Referral to
Issues relating to physical changes to existing rail infrastructure (trains and station buildings/facilities).	Transport Focus/London TravelWatch

2.11 Discrimination under the Equality Act 2010

- Where the financial final settlement for an In Scope Dispute may be less than or equal to the Maximum Award Limit.

Out of scope:

Subject matter of 'out of scope' Dispute	Referral to
Where the financial final settlement for an In Scope Dispute may exceed the Maximum Award Limit.	CAHA Registrar

2.12 Penalty Fares and other failure-to-purchase schemes

- The Quality of Interaction when a penalty fare or other failure-to-purchase notice is being issued.
- Issuing of failure-to-purchase notices (excluding Penalty Fares) notwithstanding due legal process.

Out of scope:

Subject matter of 'out of scope' Dispute	Referral to
Issue of penalty fares and all appeals relating to the basis on which a penalty fare has been issued.	Applicable penalty fares appeals service

2.13 Causes within the rail industry control and fully or partly outside of Rail ADR Scheme Member control

It is acknowledged that:

- certain types of Disputes may relate to factors outside of the control of the Rail ADR Scheme Members (in cases

where the Rail ADR Scheme Member is a company operating a passenger rail service under a franchise awarded by the Director of Passenger Rail Franchising pursuant to Section 23 of the Railways Act 1993) but originate from a root cause attributable to Network Rail or another rail industry body (such as a freight operator or rolling stock company); these Disputes might not therefore be entirely outside of the rail industry's control as referred to in the NRCoT and may therefore be In Scope Disputes;

- if the impact of such Disputes results in a Rail ADR Scheme Member being unable to provide their services in accordance with the Industry Arrangements, then it is possible that the Rail ADR Scheme Member may have the responsibility for settling them.

In such circumstances therefore the Ombudsman:

- may still view the Dispute as a failure of the rail industry to provide the services to the Consumer with reasonable care and skill and may make an award which could include an element of time and trouble;
- will inform the Consumer that an award is being made against the Rail ADR Scheme Member on behalf of the rail industry; and
- will, when closing the case, insofar as is reasonably possible, record where a Rail ADR Scheme Member has settled on behalf of the rail industry.

The following is a non-exhaustive list of examples of Disputes which may fall within the above category: overrunning engineering works; core infrastructure failures; late publication of timetabling information; unacceptably poor quality of management of incidents wholly outside of the control or influence of the Rail ADR Scheme Member; damage to infrastructure due to rolling stock movements not in Rail ADR Scheme Member control.

3 SPECIFIC EXCLUSIONS

3.1 The Rail ADR Service cannot be used to adjudicate Disputes which fall into one or more of the following categories:

- Disputes about residential and/or lineside issues;
- Disputes where some form of action under civil or criminal law is already underway;

- Disputes involving the police and/or where a criminal prosecution (including a prosecution under the Railway Byelaws) is being or has been heard in Court;
- Disputes which relate to the outcome of ongoing staff disciplinary action;
- Disputes centred on public policy (including future rail projects and consultations relating to future rail projects) industry structure, privatisation or similar;
- Disputes about the reasons for industrial action;
- Vexatious Disputes;
- Disputes which fall exclusively under the remit of the Statutory Appeals Bodies or other bodies such as the CAHA Registrar, parking appeals body (as appropriate) or other bodies;
- Disputes which relate to factors entirely outside of the rail industry's control as referred to in the NRCoT (such as trespass, fatalities or other events due to force majeure) save as provided by law (ie where liability cannot be limited or excluded);
- Disputes which do not meet the Eligibility Criteria;
- Disputes which prejudice byelaw enforcement, parking appeals and actual issuing of parking notices or penalty fares;
- Disputes where the amount claimed as compensation exceeds the Maximum Award Limit;
- Disputes that are business-to-business (B2B ie between a Rail ADR Scheme Member and a business).

3.2 An award of compensation cannot exceed the Maximum Award Limit. Disputes where the Consumer is clearly seeking compensation for more than £2500 from the outset will be out of scope of the Rail ADR Service and sign-posted to the relevant body (such as the CAHA Registrar, the Statutory Appeals Bodies or the Courts). However, should it emerge during an investigation that a Dispute merits compensation of more than £2500, the Ombudsman will communicate this to both the Rail ADR Scheme Member and the Consumer. If a negotiated settlement cannot subsequently be

reached, the Ombudsman may issue a decision supporting the Consumer's claim in the Courts.

- 3.3 Consumers are not entitled to compensation for: losses which arise in the course of any business arrangements such as loss of opportunity or loss of earnings; legal expenses and time taken in managing their complaint.
- 3.4 If the Dispute is about something that is not covered by the Rail ADR Service Rules or raises a complex issue of law, it will be for the Rail ADR Service Board to determine the extent of its eligibility.