

Trip.com Group – Legal Department

To: Mr. Simon Paul Cordell
109 Burncroft Avenue
Enfield
EN3 7JQ

Subject: Response to Pre-Action Letter – Booking Ref. 1653702646294295

Without prejudice (save as to costs)

Dear Mr. Cordell,

We acknowledge receipt of your letter dated 25 April 2025, accompanied by an N1 Claim Form titled “Failure to Honor Compensation Policies & Disclosure Request” under the Pre-Action Protocol for Civil Claims.

This response is made without prejudice and strictly under protest. We take this opportunity to address your correspondence, and set out why, in our view, your claims are **entirely without legal foundation and grossly disproportionate in both scope and value**.

1. Incorrect Legal Entity and Jurisdiction

First and foremost, your letter is addressed to several entities that are not proper legal persons or contracting parties under the booking in question. The relevant booking was made via **Trip.com Travel Singapore Pte. Ltd.**, which is a Singaporean company. As such:

- Your correspondence directed to “Trip.com Customer Success Team” and “Trip.com Headquarters” is procedurally invalid.
- Any litigation would need to be brought (and properly served) against the **correct contracting party** and **within the proper jurisdiction**, which is **not the UK** under the current agreement.

We further note that your correspondence dated 25 April 2025, while purporting to be a pre-action notice under the Civil Procedure Rules, does not conform to the **Pre-Action Protocol for Civil Claims**. It fails to provide a clear and valid name or legal entity as defendant, does not identify the correct contracting party, and omits any express indication of how a formal response should be submitted. While a 14-day deadline is mentioned, no specific address for service or confirmation of consent to email service is provided. Nonetheless, we are responding **by email to the address and contact information listed** in your letter. This response is made without prejudice to our position on jurisdiction and liability.

2. Clarification of the Booking and Platform Functionality

We have conducted a full internal review of your booking (Ref. 1653702646294295). We note the following facts:

- Baggage was correctly selected and confirmed **only for one leg** of your journey.
- Our booking system clearly prompts customers to review baggage for **each flight segment**, with visual and textual instructions.
- The booking confirmation email and itinerary reflected your selected services, including the baggage segment purchased.
- At no time was the inclusion of baggage for the return journey indicated or promised.

These facts establish that **there was no platform malfunction, misleading communication, or omission** attributable to Trip.com. The underlying issue results from **your own error** in not selecting baggage for both segments at the time of booking.

3. Your Claim Lacks Legal Basis

Your claim alleges breach of various compensation policies, procedural failings, and emotional harm. However, we strongly reject the assertions that any of these give rise to a valid legal cause of action under English law. In particular:

a) No Admitted Liability

Trip.com has not admitted liability. A goodwill reimbursement of confirmed airport baggage charges does not equate to a legal admission of wrongdoing.

b) No Causal Link to Consequential Damages

You claim additional losses (e.g., missed flight, transportation, hotel, stress) as resulting from a baggage discrepancy. However:

- There is no **causal link** between any action by Trip.com and your missed flight;
- Airline staff decisions and airport events are beyond our platform's control, as we act as solely intermediaries;
- You provide no evidence establishing that Trip.com's system caused those losses.

c) The Claimed Amounts Are Entirely Irrelevant and Inadmissible

We note your claimed total exceeds **£35,000**, including:

| Category | Amount Claimed | Legal Position |
|--------------------------------------|----------------|--|
| “Legal fees” (as litigant in person) | £12,525.44 | CPR 46.5 permits capped fixed-rate recovery (currently ~£19/hr), not self-assessed hourly rates, night shifts, or speculative expenses. |
| “Analysis Fees” | £8,500.00 | No such category exists under any recoverable heads of loss under contract or tort. |
| “Client stress fees” | £5,000.00 | Emotional distress is not recoverable in a commercial claim absent a recognised psychiatric injury or special circumstances. |
| Other expenses (taxi, food, etc.) | ~£621.75 | Minor, unsubstantiated, and unconnected to Trip.com’s services. Requires proof of causation and necessity. |

Moreover, the methodology you propose — charging £30+/hour for “night shifts,” referencing non-existent statutes like the “Litigation Act 2014,” and citing internal time logs — has **no grounding in English civil litigation procedure** and reflects a misunderstanding of cost recovery principles.

4. Clarification from Airline and Booking Records

For completeness, we enclose as Annex 1, documentary evidence received from the operating airline confirming that the reason for the passenger's failure to board the original outbound flight was related to **issues with travel documentation**, not due to any fault or error on Trip.com’s part.

Despite this, the airline, at its own discretion, transferred the passenger to a subsequent flight at no additional cost. Furthermore, our system records confirm that **carry-on baggage was successfully added to the outbound flight** during the booking process and was clearly displayed in the booking confirmation materials provided to the customer.

5. Refunds Already Issued by Customer Service

We also highlight that our customer service team has already processed full refunds for baggage fees incurred at the airport, based on documentary evidence submitted by you. Specifically:

- **£40.00** – Paid at Gatwick Airport (Exhibit D); and
- **£69.63** – Paid at Antalya Airport (Exhibit J).

These reimbursements were made as a goodwill measure and do not imply any admission of liability. They were granted upon verification of valid receipts and in accordance with our customer service policy.

6. Procedural Missteps: CPR 31.12 Disclosure Misapplied

You seek disclosure of “insurance policy documents” under **CPR 31.12**. This rule applies **only once litigation has commenced** and **requires court permission**. No such proceedings have been issued or served, and thus this request is premature and procedurally inappropriate.

7. Trip.com’s Rights Reserved – Potential for Adverse Costs

Your submission has forced our legal team to engage substantial time and resource in reviewing and responding to an inflated claim that lacks merit. Should proceedings be issued:

- We will **seek strike-out** under **CPR 3.4** (no reasonable grounds);
- We will seek to recover our own **legal costs under CPR 44** on the basis of your unreasonable conduct;
- The court may also consider **civil restraint orders** should this pattern of litigation persist.

It is manifestly unreasonable to pursue a claim of **£35,000+** over a **£100 baggage issue**, particularly where the underlying issue arose from your own oversight during the booking process.

8. Conclusion

Trip.com does not accept liability for any of the losses claimed. Your demand is both procedurally defective and substantively unmeritorious. Unless you issue a corrected and legally coherent claim directed to the correct entity, we consider the matter closed.

Please treat this as our formal and final response under the **Pre-Action Protocol for Civil Claims**.

Yours sincerely,

Magali German
EMEA Legal Counsel
Trip.com Group

Annex 1: Airline confirmation of missed flight and added baggage.

The easyJet logo is displayed in white text on an orange background.

easyJet Conversation transcript

Hey,

Here's a copy of the conversation you had with us via web chat. If you have any other questions please feel free to contact us again.

Thank you!

—
Chat ID: 01963f9f-2c55-7aa0-b59a-a6c44ceda376

16/04/2025 05:21pm UTC - easyJet Virtual Advisor:

You're now in the queue. Please keep this conversation and webpage open while we transfer you to one of our Customer Service advisors. Thank you for your patience.

16/04/2025 05:21pm UTC - easyJet Virtual Advisor:

While you're waiting, make sure you have your ****booking reference number**** and ****passenger information**** ready, as we may need these to locate your booking.

16/04/2025 05:21pm UTC - easyJet Virtual Advisor:

For your security, DO NOT attach your payment card information into this chat.

16/04/2025 05:21pm UTC - easyJet Virtual Advisor:

gif

16/04/2025 05:46pm UTC - easyJet Virtual Advisor:

An agent has joined the conversation

16/04/2025 05:46pm UTC - Customer Service Advisor:

Welcome to easyJet you are chatting to Saif, could you please tell me your full name?

16/04/2025 05:46pm UTC - Customer Service Advisor:

How may I assist you?

16/04/2025 05:46pm UTC - You:

Hi! This is Shirley from Trip.com.

16/04/2025 05:46pm UTC - You:

I just wanted to confirm if the passenger was able to take the flight under reference K8M8DNZ

16/04/2025 05:47pm UTC - Customer Service Advisor:

Hello, Shirley.

16/04/2025 05:47pm UTC - Customer Service Advisor:

No worries I will do my best to assist you. Please tell me the flight time date route the names of the passengers, and the email address used on the booking.

16/04/2025 05:47pm UTC - You:

CORDELL/SIMON

16/04/2025 05:48pm UTC - You:

One way□London-Antalya

16/04/2025 05:48pm UTC - You:

2025-01-08 08:00 LGW/S 15:20 AYT/T2

16/04/2025 05:48pm UTC - You:

ty.ler.kel.lyckpkc@gmail.com

16/04/2025 05:49pm UTC - Customer Service Advisor:

Thank you.

16/04/2025 05:49pm UTC - Customer Service Advisor:

Please allow me 3 minutes to check the booking.

16/04/2025 05:49pm UTC - You:

Thank you!

16/04/2025 05:50pm UTC - Customer Service Advisor:

My pleasure.

16/04/2025 05:53pm UTC - Customer Service Advisor:

Sorry for the wait. I can see that the passengers did face an issue with the travel documents and we did transfer them to a new flight for free.

16/04/2025 05:53pm UTC - You:

I see. You mean there was an issue with visa requirements?

16/04/2025 05:53pm UTC - You:

Can you also confirm if they did add baggage at the airport?

16/04/2025 05:55pm UTC - Customer Service Advisor:

There was issue with the passengers' details check from our end and then we did a free flight transfer to a new flight with the same luggage allowance that the passengers had.

16/04/2025 05:55pm UTC - You:

Thank you for confirming that. Are you able to confirm if the added baggage prior to the flight was confirmed?

16/04/2025 05:57pm UTC - Customer Service Advisor:

Could you please elaborate on " Are you able to confirm if the added baggage prior to the flight was confirmed?".

16/04/2025 05:58pm UTC - You:

The passenger's initial issue was related to baggage. They requested to add carry-on baggage through us before the flight, but at the airport, they were informed that no baggage had been added. As a result, they had to add baggage at the airport, and the passenger informed us that they missed the flight due to this issue.

16/04/2025 05:59pm UTC - You:

Can you check and confirm?

16/04/2025 06:01pm UTC - Customer Service Advisor:

You did add a large cabin bag on the 19th of Dec. As for hold bag allowance as for the hold bag they did indeed purchase a hold bag at the airport.

16/04/2025 06:02pm UTC - You:

Can you confirm how much is the baggage they added at the airport?

16/04/2025 06:02pm UTC - Customer Service Advisor:

1 23KG hold bag.

16/04/2025 06:02pm UTC - You:

I mean the price of the baggage? Is it for GBP40?

16/04/2025 06:03pm UTC - Customer Service Advisor:

Yes 40GBP.

16/04/2025 06:04pm UTC - You:

Thank you for confirming.

16/04/2025 06:04pm UTC - Customer Service Advisor:

You are always welcome please let me know if there is anything else I can help you with.

16/04/2025 06:04pm UTC - You:

Just to confirm again, the carry on added prior to the flight was confirmed and issued last 19th of December. Correct?

16/04/2025 06:04pm UTC - Customer Service Advisor:
Yes.

16/04/2025 06:04pm UTC - You:
And its 15KG carry on.

16/04/2025 06:05pm UTC - Customer Service Advisor:
It is a 15KG large cabin bag.

16/04/2025 06:06pm UTC - You:
Thank you. Also, to confirm again. The passenger missed this flight due to an issue with their travel documents but you were provide an alternative flight. Right?

16/04/2025 06:06pm UTC - Customer Service Advisor:
Yes that is correct.

16/04/2025 06:06pm UTC - Customer Service Advisor:
You are always welcome please let me know if there is anything else I can help you with.

16/04/2025 06:07pm UTC - You:
Can you provide the details of the new flight you provided?

16/04/2025 06:08pm UTC - Customer Service Advisor:
Please allow me 3-4 minutes.

16/04/2025 06:08pm UTC - You:
Thank you.

16/04/2025 06:08pm UTC - Customer Service Advisor:
My pleasure.

16/04/2025 06:12pm UTC - Customer Service Advisor:
The new flights were from LTN to AYT at 13:00 arriving at 20:15. The new flights are on the 8th of Jan.

16/04/2025 06:12pm UTC - Customer Service Advisor:
Sorry for the wait.

16/04/2025 06:13pm UTC - Customer Service Advisor:
Please reply to me so I can keep the chat up.

16/04/2025 06:13pm UTC - Customer Service Advisor:
I can see that you are not responding are you still connected?

16/04/2025 06:13pm UTC - You:
Thank you so much for the information.

16/04/2025 06:14pm UTC - You:
Thats all I need.

16/04/2025 06:14pm UTC - Customer Service Advisor:
Most welcome and thank you for contacting easyJet, you were chatting with Saif have a wonderful evening.