



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

**Issued by the Department of Transportation
on the 29th day of July, 2026**

Complaint of

Nicholas Brown

v.

Aerovías del Continente Americano S.A.

Docket DOT-OST-2020-0189

Served: July 29, 2026

ORDER OF DISMISSAL

On September 18, 2020, Mr. Nicholas Brown filed a formal complaint with the U.S. Department of Transportation (Department or DOT) against Aerovías del Continente Americano S.A. (Avianca) alleging that the carrier engaged in unfair and deceptive practices by failing to honor its publicly posted COVID-19 special provisions allowing penalty-free changes for award tickets. Pursuant to 14 CFR 302.406(a)(2), we dismiss the complaint based on the totality of the circumstances, including that the matter has been resolved to the complainant's satisfaction.

Complaint and Answer

Mr. Brown states that, on August 4, 2020, he and his wife used LifeMiles.com¹ and LifeMiles points to book two one-way tickets on Avianca for travel from Dallas-Fort Worth (DFW) to Athens, Greece (ATH). He states that, according to LifeMiles.com, tickets fully or partially redeemed with LifeMiles points between March 4, 2020 and August 31, 2020 could be rescheduled for flights on the same route after December 1, 2020 without penalty. He states that the website further provided that, "If your ticket was redeemed with miles, you have not used it and it is less than one (1) year old, you can change the itinerary (date and time), change the travel route or request a refund of the miles. Partially used tickets or tickets issued more

¹ At the time of booking, LifeMiles.com was Avianca's frequent flyer program.

than one (1) year old allow for re-routing (date and time) only, no re-routing or refund [sic].”² Mr. Brown contends that “this statement also implies that award tickets that are less than 1-year old can be changed without penalty.”³

Mr. Brown states that on September 14, 2020, he used Avianca’s live chat to attempt to change the ticket. He states the chat representative initially told him he would have to pay a penalty, but later confirmed he was able to make the change without penalty; however, the representative concluded by telling him that Avianca’s system could not complete the change. He states that he then asked to cancel the ticket so that he could rebook the ticket himself, but the representative told him that he would have to email soportelife@avianca.com for further review as the chat representative did not have the authority to cancel the ticket. He states that Avianca was not responsive to his email request.

Mr. Brown argues that Avianca committed an unfair or deceptive practice by failing to honor its website’s provisions and by disallowing penalty-free cancellations when its system could not accommodate a ticket change.⁴

In its October 5, 2020 Answer, Avianca states that the matter was resolved privately to Mr. Brown’s satisfaction, and that Mr. Brown has requested to withdraw the complaint. Avianca argues that, as a result, the issue is now moot.

In addition, in a March 13, 2023 supplemental communication, Avianca explained that LifeMiles rescheduled Mr. Brown’s flight without charge promptly upon learning of the complaint. Specifically, Avianca states that Mr. Brown requested changes to a LifeMiles award ticket that could only be made through LifeMiles, not directly through Avianca itself. Avianca acknowledges that its chat representative initially misstated terms for full-fare tickets (where change fees apply). Avianca stresses that the representative correctly informed Mr. Brown before the end of the chat that changes to his itinerary could be made without penalty and directed him to contact Lifemiles. Avianca states that, rather than contacting LifeMiles as directed, Mr. Brown filed this formal complaint.⁵ Avianca states that promptly after learning of the complaint, LifeMiles made the requested schedule change and, as a goodwill gesture, waived additional taxes that would have been applicable to the rebooking. Avianca argues that this incident represents, at most, a temporary miscommunication that was corrected promptly, rather than an unfair or deceptive practice.

² Complaint at 4.

³ *Id.*

⁴ *Id.* at 12.

⁵ Avianca notes that Mr. Brown repeatedly references Avianca’s customer support email as “suporte@avianca.com,” but this address does not exist. Avianca states that the proper customer support email address is “suporte@lifemiles.com.” The chat transcript that Mr. Brown supplied reflects that Avianca provided the proper customer support email address for Mr. Brown to request changes to his itinerary via Lifemiles.

Applicable Law

Under 49 U.S.C. § 41712, the Department may investigate and decide whether an air carrier, foreign air carrier, or ticket agent has been or is engaged in an unfair or deceptive practice or an unfair method of competition in air transportation or the sale of air transportation. A practice is “unfair” to consumers if it causes or is likely to cause substantial injury, which is not reasonably avoidable, and the harm is not outweighed by benefits to consumers or competition.⁶ A practice is “deceptive” to consumers if it is likely to mislead a consumer, acting reasonably under the circumstances, with respect to a material matter. A matter is material if it is likely to have affected the consumer’s conduct or decision with respect to a product or service.⁷

DOT Findings and Conclusions

After carefully reviewing the information presented in the Complaint and Answer, we have determined that enforcement action is not warranted. This decision is based on the totality of the circumstances presented, including the lack of evidence of an unfair or deceptive practice, the parties’ resolution, and the significant amount of time that has passed since the incident occurred.⁸

ACCORDINGLY, I dismiss the complaint filed in Docket DOT-OST-2020-0189 under the authority in 14 CFR 302.406(a)(2) delegated to me by the Assistant General Counsel of DOT’s Office of Aviation Consumer Protection. Pursuant to 14 CFR 302.406(b), the order becomes effective as the Department’s final action 30 days after service.

BY:

VINH Q. NGUYEN
Senior Attorney
for the Office of Aviation Consumer Protection

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

⁶ 14 CFR 399.79(b)(1).

⁷ 14 CFR 399.79(b)(2).

⁸ A passenger’s private settlement with a carrier, including the withdrawal of a complaint, does not render a complaint “moot” or negate OACP’s independent authority to examine the facts and the law to determine whether enforcement action is appropriate with respect to the passenger’s complaint or the issue more generally. *See, e.g., Jackson/Prince v. American Airlines*, DOT Order 2018-10-16 (October 24, 2018) (“The Enforcement Office’s review of all the available facts, including the parties’ filings, information provided by the airline, and any other available information, is wholly independent of any private resolution by the parties. Accordingly, our determination is based on the facts before us and applicable law and is unrelated to any settlement reached by the parties.”); *see also Libersohn v. Avianca*, DOT Order 2022-11-19 (November 14, 2022); *Gutnicki/Reiners v. United Airlines*, DOT Order 2021-1-6 (January 19, 2021).