

Re: 20250224-730595

From: Rewired Rewired (re_wired@ymail.com)

To: ahmed.jama@gtrailway.com

Date: Friday 14 March 2025 at 10:43 GMT

Subject: Reconsideration of Compensation Claim and Clarification of Responsibilities

Dear Ahmed Jama,

Thank you for your recent email. I am writing to address and correct several points regarding the liability of Govia Thameslink Railway (GTR) in my compensation claim.

1. **Liability and Third-Party Retailers:**

- While my ticket was purchased through **Omio**, it is essential to recognize that **GTR**, as the service provider, retains ultimate responsibility for ensuring accurate and timely information dissemination. The "**Consumer Rights Act 2015**" mandates that services, including third-party sales, be provided with reasonable care and skill. **GTR** cannot deflect liability onto **Omio** when **GTR** itself is responsible for the accuracy of schedule updates and service changes communicated to retailers and passengers alike. The "**Rail Passengers' Rights and Obligations Regulation (EC) No 1371/2007**" further enforces this, requiring rail operators to provide comprehensive and accurate information to passengers, regardless of the sales channel.

2. **Delayed Response and Clarification Requests:**

- Contrary to your claims, I have consistently communicated the challenges and confusion faced during my journey on **12th of January 2025**. The itinerary clearly indicated travel from Gatwick Airport at **12:00 PM** with an onward journey from East Grinstead to London Bridge at **12:32 PM**. The confusion stems from the failure of **GTR** and **Omio** to update the scheduled services effectively and transparently, which directly resulted in the delays and additional expenses incurred.

3. **Responsibilities Under Relevant Regulations:**

- **Rail Passengers' Rights and Obligations Regulation (EC) No 1371/2007**: This regulation provides comprehensive protection to rail passengers, including compensation for delays, cancellations, and disruptions, irrespective of the cause.
- **National Rail Conditions of Travel**: These conditions entitle passengers to compensation for delays exceeding a certain timeframe, regardless of the cause, and ensure transparency and fairness in dealings with passengers.
- **Consumer Rights Act 2015**: This act obligates service providers to deliver services with reasonable care and skill, ensuring that disruptions are handled fairly, and compensation is provided appropriately.

4. **Exceptional Circumstances:**

- The exceptional circumstances surrounding my case, including a family medical emergency and technical issues with the claim submission process, warrant a departure from the standard compensation policy. These factors significantly hindered my ability to submit the claim within the 28-day window, necessitating a reconsideration of my compensation request.

5. **Clarification of Journey Details:**

- As previously communicated, I was scheduled to take the **12:00 PM** Southern train from Gatwick Airport to East Grinstead, followed by a **12:32 PM** Southern train from to London Bridge. However, upon arrival at Gatwick Airport, I was informed that the scheduled train services were cancelled due to engineering works and were replaced by a coach service. This coach service took approximately 45 minutes to reach East Grinstead, where I then boarded the replacement train to continue my journey to London Bridge.
- The fact that the **12:32 PM** Southern train from East Grinstead to London Bridge should never have been added or sold to passengers as it was never going to be running due to planned engineering works, raises serious questions about the accuracy and transparency of the information provided by **GTR** and **Omio**. If the **12:00 PM** service was always scheduled as a replacement bus service, it is perplexing because a train that would never be running was sold to me.

- The delayed services at both parts of the journey meant that the delayed replacement services at East Grinstead contributed to missing nine trains, and the timing of the coach services meant that we would never have made it to the first scheduled service, but we did make it to the second. This should have been accurately communicated at the time of ticket purchase to prevent confusion and additional expenses.

6. **Request for Comprehensive Insurance Policy Information:**

- I have requested a complete copy of the relevant insurance policies to assess the scope of coverage and validate my compensation claim. Your failure to address this request further perpetuates the impression of obfuscation and avoidance of liability by **GTR**.

I respectfully request that **GTR** reconsider my compensation claim, taking into account the exceptional circumstances and the legal obligations outlined above. I seek full recovery of my tickets and reimbursement for the additional costs incurred, as detailed in my initial claim.

Thank you for your attention to this matter. I look forward to your prompt and comprehensive response.

Sincerely,

Name: Simon Paul Cordell

Address: 109 Burncroft Avenue, Enfield, London, EN3 7JQ

Email: Re_wired@yahoo.com

Tel: +447864217519

On Thursday 13 March 2025 at 17:18:47 GMT, Ahmed Jama <ahmed.jama@gtrailway.com> wrote:

Dear Simon

Thank you for your email and the additional information. A number of the points you have raised relate to the information on the website you purchased the tickets from and lack of adequate warnings and updates regarding replacement services. Your ticket was purchased from a third party retailer, therefore, any complaints relating to the information you were provided with will need to be addressed with the company your tickets were purchased from.

I am unable to address complaints relating to the information provided as this was through a company and website we do not manage.

I am sorry to hear of the medical emergency and can understand the concern this would have caused.

While requesting more information to assess your complaint, you were unable to confirm the train service you had taken and had mentioned the below. Therefore, we were unable to accurately assess the journey you had taken.

'Unfortunately, as we are both unfamiliar with the local area **"Being from North London,"** we cannot 100% confirm the exact train station or service details beyond this point, without contacting yourselves!'

You have also stated that you attempted to take the 12:12 1L35 service from East Grinstead, however, the ticket evidence you forwarded shows that you were not scheduled to take this train.

If you can confirm the time of the coach you took from Gatwick airport and the time of the train you took from East Grinstead I can look into this for you. However, the complaint points relating to the information you were provided will need to be raised with the company you purchased the tickets from.

Kind Regards,

Ahmed Jama

Customer Relations Advisor
Govia Thameslink Railway (GTR)

Email:ahmed.jama@gtrailway.com



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Registered in England and Wales No. 07934306.
Registered office: 3rd Floor, 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE
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From: Rewired Rewired
Sent: Thursday, March 13, 2025 16:25
To: Ahmed Jama
Subject: Re: 20250224-730595

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This message came from outside your organization. **Subject: Follow-Up on**

Compensation Claim for Journey on 12 January 2025

Dear Ahmed Jama,

Thank you for your detailed response. I would like to address several key points regarding my compensation claim and clarify the exceptional circumstances that have impacted this claim.

No Warnings or Updates on the Website

1) Lack of Information:

- The website did not provide any warnings about the replacement services, delayed services, or engineering work. At no point was the word "**Coach,**" "**Replacement Services,**" or "**Delayed Services**" mentioned when I booked my tickets. The tickets were purchased on **21st of December 2024**, just before Christmas. Despite this, the site was not updated, and no emails were sent to warn me about the delays or changes.
- We booked our cab based on the provided itinerary, which does not account for the actual delays and replacement services.

Exceptional Circumstances

2) Family Medical Emergency:

- I was in the hospital with my mother on Christmas Day due to her severe kidney failure. This critical situation required my presence at the hospital, which significantly delayed my ability to focus on submitting the compensation claim.
- The ongoing hospital visits and care for my mother continued through the New Year, further impacting my ability to manage this claim promptly.

Discrepancies in Service and Itinerary

3) Incorrect Ticket Details:

- The train ticket, not coach tickets sold to me, stated a departure time of **12:00 PM** from Gatwick Airport train station.
- The train ticket sold to me also stated a departure time of **12:32 PM** from East Grinstead Train Station.
- Despite arriving at Gatwick Airport on time, a coach service that was never mentioned was provided.

- The coach service provided arrived later than **12:32 PM** at East Grinstead Train Station as stated in the sold tickets to us.
- Another issue is the first replacement train from East Grinstead Train Station that day was at **12:12 PM (1L35 service)**, and with us being at Gatwick Airport at **12:00 PM**, we could never have got on this train.
- This means we could have only got on the second train from East Grinstead that day at the time of **1:12 PM**.
- The ticket's itinerary stated for us to be at Gatwick Airport for **12:00 PM** and East Grinstead for **12:32 PM**.

Impact on Planning

4) Return Journey Timing:

- The replacement coach service was never explained.
- The planned train from East Grinstead to London Bridge at **12:32 PM** was nonexistent and therefore made us late.
- The next train from East Grinstead to London Bridge was at **01:12 PM**, which is the train the coach managed to arrive for.

Accountability and Fairness

5) Company Responsibility:

- Govia Thameslink Railway Limited (GTR) operates train services under the brands Thameslink, Southern, Great Northern, and Gatwick Express. Therefore, GTR is responsible for addressing the service disruptions and the lack of adequate warnings.
- It is not fair or reasonable to deny compensation based on these circumstances, given the exceptional conditions and the significant impact on my travel plans.

6) Service Discrepancies:

- If, as stated: **"The 12 PM Service Was Always Scheduled as a Replacement Bus Service,"** this would mean that I should never have been sold these train tickets with a train that was not running at **12:32**.
- The time of the missing **12:32** train not being accounted for in my itinerary or booking pages proves the train service never operated as scheduled, and compensation must be offered.

Given these points, I kindly request a reconsideration of my compensation claim, taking into account the detailed evidence and the exceptional circumstances that affected my ability to submit the claim promptly. The lack of adequate warnings and updates regarding the replacement services has caused considerable disruption and additional expenses.

Thank you for your understanding and assistance in this matter.

Kind regards,

Simon Paul Cordell 109 Burncroft Avenue, Enfield, London, EN3 7JQ

Email: Re_Wired@Ymail.com

Tel: +447864217519

On Thursday 13 March 2025 at 09:21:23 GMT, Ahmed Jama <ahmed.jama@gtrailway.com> wrote:

Dear Simon

Thank you for your email, I can see that you have included additional legal fees that you are requesting. I sent an email on 6 March explaining that we do not operate a train service on the route that you had advised we cancelled a train for and have not received any further responses from you.

Can you please confirm the response you would like me to provide? In your earlier email you stated that the cause of the delay was due to the **"12:00 PM Southern Rail Train from Gatwick Airport to East Grinstead Not Running"**. As explained, we don't operate a train service for this route and this was an advertised bus replacement service. Therefore, could you please clarify where we failed to provide the service you had booked a ticket for and I will be able to address your concerns further.

If you are unhappy with the responses provided you can raise a case with the Rail Ombudsman. I'll be happy to investigate any continued concerns or questions you have and provide a response.

If you are not satisfied with the way we have answered your complaint you have the right to take your complaint to the Rail Ombudsman. The Rail Ombudsman service is independent and free. If you contact them please make sure that you tell them that you have this email, known as a Deadlock, to show that you have completed the complaints process with us.

The Ombudsman will investigate your complaint and make a decision based on the information given to them. If you agree with the Ombudsman's decision we have to do what they say. This could be making an apology, explaining what went wrong, correcting the problem, or giving you a financial award.

If your complaint is about the way our service has been designed, rail industry policy, or if your complaint relates to an event that took place before the Rail Ombudsman service was established, the Ombudsman will review it and then put it in the hands of Transport Focus or London TravelWatch who may progress it on your behalf. These organisations are passenger watchdogs that work with the rail industry, government and others.

You can contact the Rail Ombudsman via the methods below:

Website: www.railombudsman.org

Telephone: 0330 094 0362

Textphone: 0330 094 0363

Email: info@railombudsman.org

Twitter: @RailOmbudsman

Post: FREEPOST – RAIL OMBUDSMAN

Kind Regards,

Ahmed Jama

Customer Relations Advisor
Govia Thameslink Railway (GTR)

Email: ahmed.jama@gtrailway.com



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----- Original Message -----

From: SimonPaul Cordell <re_wired@ymail.com>;

Received: Wed Mar 12 2025 23:26:54 GMT+0000 (Greenwich Mean Time)

To: Ahmed Jama <ahmed.jama@gtrailway.com>; Ahmed Jama <ahmed.jama@gtrailway.com>;

Subject: Re: 20250224-730595

Subject: Response to Claim Ref: 20250224-730595 - Compensation and Legal Fees for **12th of January 2025.**

Dear Ahmed Jama,

I am writing to formally submit my compensation claim related to the disrupted service on Southern Railway. Please find the details of my claim below:

Compensation Claim:

1. **Total Financial Impact:**
 - Additional expenses incurred due to the disrupted service: **£196.80**
2. **Legal Fees:**
 - Legal Fees: **£10,095.00**
 - Legal Expenses: **£149.28**
 - **Subtotal:** £10,095.00 + £149.28 = **£10,244.28**
3. **Additional Compensation:**
 - For the undue stress, inconvenience, and disruption caused, impacting on the quality of my travel and overall experience.
4. **Future Costs:**
 - Any additional legal fees I incur while acting in litigation for this claim.
 - **Stress:** This is documented in the claim file titled; **"Days Worked Under Stress."**
5. **Total Requested:**
 - **£10,441.08;** This includes the legal fees, expenses for pursuing litigation.

Thank you for your attention to this matter. Please confirm receipt of this email and provide an update on the processing of my claim.

Kind regards,
Simon Paul Cordell

On Thursday 6 March 2025 at 14:26:25 GMT, Ahmed Jama <ahmed.jama@gtrailway.com> wrote:

Dear Simon

Thank you for your email and the additional information. I have had a look through the services scheduled to run on 12 January 2025. On this date engineering work was taking place between Gatwick Airport and East Croydon which had resulted in line closures.

Engineering work is an important part of running a reliable rail network. Where engineering work is scheduled, we make arrangements for alternative services to be available for customers to continue travelling. Arrangements can also include replacement bus services. Online journey planners are updated in advance so that customers can plan their journeys using the alternatives.

We do not operate a train service between Gatwick Airport and East Grinstead. There are services between Gatwick Airport and London Bridge and also from East Grinstead to London Bridge. Due to the engineering work taking place, some replacement bus services were in operation. This included replacement bus services between Gatwick Airport and East Grinstead to enable customers travelling to London to connect to the trains from East Grinstead.

The 12pm service you mention was a replacement bus service and your planned journey included this bus service. I can confirm there were no train cancellations as trains do not operate between Gatwick Airport and East Grinstead.

As your train itinerary included the 12pm service from Gatwick Airport to East Grinstead, the information about bus replacements was fully updated when you had purchased your ticket. As this service was always scheduled to be a replacement bus service and was part of the itinerary you were provided with. We are unable to provide any compensation as this was the planned route on the day. Please let me know if you have any questions.

Kind Regards,

Ahmed Jama

Customer Relations Advisor
Govia Thameslink Railway (GTR)

Email:ahmed.jama@gtrailway.com



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From: Rewired Rewired <re_wired@ymail.com>
Sent: 03 March 2025 16:29
To: Ahmed Jama <ahmed.jama@gtrailway.com>
Subject: Re: 20250224-730595

This Message Is From an External Sender

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This message came from outside your organization. **Subject:** Follow-Up on Compensation Claim for Journey on **12 January 2025.**

Dear Ahmed Jama,

Thank you for your response and for looking into my claim further.

To clarify, the delay was due to the **"12:00 PM Southern Rail Train from Gatwick Airport to East Grinstead Not Running."** This situation was initially acknowledged and explained by Izaak from your Customer Service Relations team. As Izaak mentioned:

- **"In regard to your additional costs that were incurred due to the 12:02 Gatwick service to London Bridge not running,** compensation is not available if a service has been removed or changed as a result of planned engineering work. This is because the journey claimed for is not valid if it is not scheduled. The valid journey would be the one involving the rail replacement, and as that ran as scheduled and was published in advance for customers to see, we cannot offer you anything at this time."

To my understanding we both arrived at **"Gatwick Airport"** expecting to take the train to **"London Bridge,"** which had one scheduled stop along the route as reflected in the receipt for my: **"TFL Train Travel Tickets."** However, a replacement coach service was provided for the first part of the route. We took this coach

from Gatwick Airport and arrived at another train station along the same route, most likely "**East Grinstead,**" where we were intended by train staff to quickly board the train waiting to leave that station to London Bridge and this is the train I took a picture of the delayed re pay scheme as prior evidenced. Unfortunately, as we are both unfamiliar with the local area "**Being from North London,**" we cannot 100% confirm the exact train station or service details beyond this point, without contacting yourselves! I hope this additional information assists in verifying the details of our journey. Please do let me know if further clarification is needed.
Kind regards,
Simon Paul Cordell

Address: 109 Burncroft Avenue, Enfield, London, EN3 7JQ
Email: Re_Wired@Ymail.com
Tel: +447864217519.

On Monday 3 March 2025 at 15:21:21 GMT, Ahmed Jama <ahmed.jama@gtrailway.com> wrote:

Dear Simon

Thank you for your email, you mention that delays held you back can you please clarify was this a delay to the 12:32pm train service from East Grinstead? As of yet i haven't been able to verify the route you were delayed on for over an hour and need confirmation on the part of the journey you had taken which was delayed.

Was it a coach to East Grinstead follow by the 12:32pm train that you had taken?

Kind Regards,

Ahmed Jama

Customer Relations Advisor
Govia Thameslink Railway (GTR)

Email:ahmed.jama@gtrailway.com



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From: Rewired Rewired <re_wired@ymail.com>
Sent: 01 March 2025 11:27
To: Ahmed Jama <ahmed.jama@gtrailway.com>
Subject: Re: 20250224-730595

Subject: Follow-Up on Compensation Claim for Journey on **12 January 2025**

Dear Ahmed Jama,

Thank you for your detailed response to my email and for your willingness to review my compensation claim despite all the exceptional circumstances that delayed my submission.

I appreciate the clarification regarding the 28-day submission limit for the Delay Repay scheme and the distinction between this and other reimbursement claims. Based on your explanation, I understand that my compensation request for train tickets, bus fares, cab fare, missed cab fare, dinner bill, and loss of downtime can still be considered, even though my Delay Repay claim was not submitted within the 28-day window. Your email implies that Thameslink is willing to review and potentially compensate me for the various costs I incurred under your broader **Customer Service and Goodwill Policies**, and/or the specific **Delay Repay Scheme**.

To assist you in your investigation, please find the following details of my journey and the additional expenses incurred:

1. **Train Tickets:** As prior Invoiced!
2. **Bus Fares:** As prior Invoiced!
3. **Cab Fares:** As prior Invoiced!
4. **Missed Cab Fare:** As prior Invoiced!
5. **Dinner Bill:** Misplaced!
6. **Loss of Downtime:** As prior Invoiced!

Regarding the Subject Access Request for insurance documents, I appreciate your explanation that such documents are not recorded against my personal records. However, I kindly request information on Thameslink's compensation and liability policies, including the Delay Repay Scheme Insurance Documents and Public Liability Insurance. This information will greatly help in understanding the extent of coverage and support available for passenger's experiencing disruptions. Although I understand that Thameslink is a private company and not subject to the Freedom of Information Act (**FOIA**), I believe that transparency in these matters is important for passengers seeking compensation. I would greatly appreciate your cooperation in providing this information or guiding me on how I might access these documents through formal channels.

Additionally, in response to your query, I confirm that after taking a coach from Gatwick Airport station, I traveled to **East Grinstead** and was to take the train departing at **12:32 PM Southern train from East Grinstead to London Bridge**, until the delays held us back.

Thank you for your continued assistance in this matter. I look forward to your prompt response and resolution of my compensation claim. Please feel free to contact me if you require any further information or clarification.

Kind regards,

Simon Paul Cordell

Address: 109 Burncroft Avenue, Enfield, London, EN3 7JQ

Email: Re_Wired@Ymail.com

Tel: +447864217519

On Friday 28 February 2025 at 16:41:37 GMT, Ahmed Jama <ahmed.jama@gtrailway.com> wrote:

Dear Simon,

I am writing in response to your recent email in relation to your journey on 12 January 2025. I am sorry to hear that you experienced issues with your journey and are unhappy with the response received. I understand that you would like your claim to be reviewed outside of the 28 day timescale due to exceptional circumstances.

The 28 day time limit provided is for Delay Repay claims and any other requests are not subject to a 28 day timescale to submit a claim. I understand that you have requested reimbursement of train tickets, bus fares, cab fare, missed cab fare, dinner bill and loss of downtime. We are able to look into your request at any point and it is only the Delay Repay compensation scheme you need to submit an application for within 28 days.

Although a claim was not submitted within 28 days for the train tickets through Delay Repay, I'll be happy to look into your claims for all costs. At this stage, I will investigate each aspect of your claim further and may need some additional information to ensure I have understood each part of your journey correctly.

Before I go further, I can see that you are making a Subject Access Request for insurance documents. Requests through a Subject Access Requests are provided for information we hold about individual customers. However, as we don't have any insurance documents recorded against your personal records, there isn't any information to supply.

You stated that you took a coach from Gatwick Airport station which had taken 45 minutes to reach an alternative station. Can you please confirm the train station you travelled to and the departure time of the train taken?

Kind Regards,

Ahmed Jama

Customer Relations Advisor
Govia Thameslink Railway (GTR)

Email:ahmed.jama@gtrailway.com



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