Re: Subject: Formal Complaint and Request for Immediate Resolution of Compensation Claim

From:Ahmed Jama (ahmed.jama@gtrailway.com)

To:re wired@ymail.com

Date:Tuesday 8 April 2025 at 17:48 BST

Dear Simon

Thank you for your emails, please be aware it can take time to review complaints before a response can be sent. You were provided with a deadlock on 13 March 2025.

I can assure you I have not ignored emails I am sorry that you feel that way. I was on annual leave for just over a week in the middle of March in which you would have received an out of office confirmation email. You have raised a number of queries and have not accepted our final response. which was sent on 13 March and included your escalation options.

As confirmed in the email I sent on 28 February insurance documents aren't held under your personal records and therefore could not be supplied through a SAR request. I had also confirmed that although a Delay Repay claim was not submitted within 28 days of the date of travel, I would look into this for you.

In relation to insurance documents, there are no insurance documents relating to Delay Repay and all information relating to Delay Repay is readily available to customers.

You can find information on our website at <u>Delay Repay compensation | Southern Railway</u>, in our Passenger's Charter which you can download online at <u>Passenger's Charter | Southern Railway</u> and in section 32 of the National Rail Conditions of Travel (NRCoT) available online at <u>National Rail Conditions of Travel 2024.pdf</u>.

Delay Repay does not come under public liability insurance and there aren't any public liability insurance documents which relate to your complaint or any insurance documents we are able to provide you.

It is confirmed online, in our Passenger's Charter and the NRCoT that claims requests can be completed online or by post.

We acknowledge and understand our obligations under the Consumer Rights Act (CRA), and in particular the service provider obligations which came into effect across the rail industry on 1 October 2016.

The CRA requires that, should you wish to pursue a CRA claim, it will be for you to prove a failure of reasonable care and skill by GTR before the Courts. Your claim was declined as you provided a response on 3 March 2025 where you were not able to provide details of the journey you had taken. You advised the below and as a result, we were unable to verify a delay to your journey.

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

As advised previously, we are not responsible for the information provided by other companies. o date I have not been able to complete any review of the information that was available to you when you had visited the retailers website, nor have I been able to review any confirmation emails, booking confirmation, receipts or letters you may have received as part of your rail ticket purchase. We do not accept any liability for interaction you have had with a retailer.

I understand that you are seeking legal costs which you have listed as £10,244.28 in an email sent on 12 March 2025 and have stated this now stands at £12,341.08. If you have sought legal advice and been charged £12,341.08 to date, I would recommend speaking to your solicitors about your options. We are not in a position to pay legal fees for customers who have hired a solicitor and incurred fees. This isn't an expense we are able to pay.

In relation to your journey, by 14 March 2025 you were able to provide additional information about your journey between Gatwick Airport and East Grinstead. in which you advised the below.

'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.'

Although your claim was received outside of 28 days, as you have advised of a delay to your journey travelling by coach, I will arrange to reimburse the £11.90 rail tickets for our journey to London Bridge as a gesture of goodwill. I will arrange the £23.80 in rail tickets and the £51.50 taxi journey as a gesture of goodwill.

Although your rail ticket was only to London Bridge and the remaining part of your journey was outside the route your rail ticket was valid for I will also arrange the £3.50 bus fares and additional £13 in taxi as a gesture of goodwill.

The total amount we are offering is £91.80. The information on replacement bus services was included in journey planners prior to your journey. Any concerns about how this was communicated to you will need to be raised with the retailer you purchased the tickets from. We do not accept liability involving a transaction made with a different company.

We are unable to offer any compensation towards a dinner bill, lost downtime or stress related compensation calculated at £50 per day from 1 March 2025. We encourage customers to raise enquiries or complaints with us and we provided a response declining your compensation request within reasonable timescales including your final response. You have raised further queries and we aren't able to arrange the stress related compensation you requested.

As a deadlock has been issued already, you are able to raise a case with the rail ombudsman. Any legal documents can be sent to the address below.

The Legal Department Govia Thameslink Railway Limited 3rd Floor, 41-51 Grey Street Newcastle Upon Tyne NE1 6EE

I can arrange to provide the £91.80 in the form of cashable rail travel vouchers, to a PayPal account or by BACS. Please let me know your preferred option.

Kind Regards,

Ahmed Jama

Customer Relations Advisor Govia Thameslink Railway (GTR)

Email:ahmed.jama@gtrailway.com







ThamesLink/

Govia Thameslink Railway Limited
Registered in England and Wales No. 07934306.
Registered office: 3rd Floor, 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE
This email is sent subject to our email disclaimer which can be accessed here

From: Rewired Rewired

Sent: Tuesday, April 08, 2025 10:23

To: Ahmed Jama; GTR Customer Services; info@railombudsman.org

Subject: Subject: Formal Complaint and Request for Immediate Resolution of Compensation Claim

This Message Is From an External Sender

This message came from outside your organization. Mr. Simon Paul Cordell

Report Suspicious

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

Email: Re wired@ymail.com

Tel: +447864217519

Date: 7 April 2025

To: Govia Thameslink Railway (GTR) Customer Relations customerservices@gtrailway.com

Dear Govia Thameslink Railway Customer Relations Team,

I am writing to express my profound dissatisfaction with the handling of my compensation claim for my delayed journey on <u>12</u> <u>January 2025</u>. This matter has been drawn out far beyond any reasonable timeframe, and Ahmed Jama's handling has further compounded the distress caused by this situation.

Key Issues:

- 1. <u>Prolonged Delays and Misleading Promises</u>: Ahmed Jama has repeatedly delayed the resolution of my claim, offering vague assurances and incomplete responses. Despite initially agreeing to address my claim comprehensively, Ahmed has failed to act fairly and transparently, leaving this matter unresolved for months.
- 2. <u>Refusal to Provide Insurance Policies and Breach of Transparency</u>: Under Civil Procedure Rules, I requested access to Thameslink's relevant insurance policies, including the Delay Repay Scheme Insurance Documents and Public Liability Insurance. Ahmed's failure to provide these documents for review is a breach of the accountability expected from your organization, and it limits my ability to fully assess Thameslink's liability.
- 3. <u>Consumer Rights Breach</u>: Ahmed's rejection of my claim citing the use of a third-party ticket seller (OMIO) contradicts the Consumer Rights Act 2015. This legislation ensures that services must be delivered with reasonable care and skill, regardless of the sales channel through which tickets were purchased.
- 4. <u>Legal Fees and Stress-Related Compensation</u>: Ahmed has consistently ignored my claim for stress-related compensation, calculated at <u>"£50 per day."</u> Additionally, the ongoing delays and mishandling of this matter have resulted in mounting legal fees as I prepare to escalate this case through appropriate channels. These fees are Thameslink's responsibility due to their failure to resolve the claim in a timely and transparent manner.

Current Legal Fees and Expense Breakdown!

• I am seeking compensation for the following expenses incurred as a direct result of the significant delays and mishandling of my compensation claim:

| Category | Amount (£) |
|----------------------|---|
| Train Tickets | 23.80 (<u>Purchased For January 12, 2025</u>) |
| Missed Cab Booking | 51.50 |
| Bus Fares | 3.50 |
| Alternative Cab Fare | 13.00 |
| Dinner Expenses | 25.00 |

| Lost Business Productivity | 80.00 |
|-----------------------------------|---|
| Stress-Related Compensation | Calculated at £50/day (See Below) |
| Legal Fees | To be recalculated upon submission of "N1 Claim Form to County Court" |

Total Expenses (Excluding Stress-Related Compensation and Legal Fees): £196.80.

Stress-Related Compensation

- 1. <u>Introduction of Stress Fee</u>: Stress-related compensation was introduced in my 10th email, referencing a rate of <u>"£50 per day,"</u> starting on '<u>March 1, 2025</u>'
- 2. Calculation:
 - <u>Days Since March 1, 2025 (Inclusive)</u>: From March 1, 2025, to April 7, 2025, there are 38 days.
 - Stress-Related Compensation to Date: £50/day \times 38 days = £1,900.

Total Stress Compensation: £1,900.

Legal Fees and Additional Costs

- 1. Legal Fees: Detailed from January 12, 2025, to March 12, 2025:
 - Quarter Solicitor Fee: £10,095.00
 - Legal Expenses: £149.28
 - **Grand Total**: £10,244.28
- 2. Adding client out-of-pocket expenses of £196.80, the total sum amounts to £10,441.08.
- 3. New Total Requested with Stress Fees Incurred: The total of £1,900 "Stress-Related Compensation" plus £10,441.08 (Expenses and Legal Fees) comes to £12,341.08.

I therefore request complete payment of the total compensation amount of $\underline{\mathbf{£12,341.08}}$ to be paid to me in full.

If my claim remains unresolved and I am compelled to proceed with court action, further legal fees will include costs associated with filing the "N1 Claim Form."

Request for Immediate Action:

I demand the following actions be taken without further delay:

- 1. A formal apology for the mishandling of my claim and Ahmed Jama's unprofessional conduct.
- 2. Full payment of the compensation owed, including stress-related charges and legal fees.
- 3. Provision of the requested insurance policies under Civil Procedure Rules for review and transparency.
- 4. Reform of Thameslink's claims process to prevent such issues in the future.

Rail Ombudsman Involvement:

If I do not receive a satisfactory response within "11th of April 2025," I will escalate this matter further by:

- Filing a formal complaint with the "Rail Ombudsman" (www.railombudsman.org).
- Pursuing legal action under the "Consumer Rights Act 2015," including submitting an "N1 Claim Form" to the County Court to recover the compensation and legal fees incurred.
- Contacting consumer rights advocacy groups and media outlets to raise awareness of Thameslink's mishandling of valid passenger claims.

Your organisation has a legal and ethical obligation to address valid claims with fairness, transparency, and professionalism. I trust you will take immediate action to resolve this matter appropriately and restore confidence in Thameslink's commitment to its passengers.

Yours sincerely, Simon Paul Cordell