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

From:Rewired Rewired (re_wired@ymail.com)

To:ahmed.jama@gtrailway.com

Date: Wednesday 16 April 2025 at 15:47 BST

<u>Subject</u>: Urgent Follow-Up: Formal Complaint & Compensation Claim – No Response Since April 08, 2025 Dear Govia Thameslink Railway Customer Relations Team,

I am writing to follow up on my formal complaint email sent on <u>08th of April 2025</u>, regarding my compensation claim for the delayed journey on <u>12th of January 2025</u>. Despite outlining my concerns in detail and clearly requesting immediate resolution, I have not received any reply, nor has any compensation been credited to my account. As a reminder, my complaint highlighted the following key issues:

1. Prolonged Delays and Misleading Promises:

- Ahmed Jama's handling of my claim has been unsatisfactory, with repeated delays and vague assurances.
- The extended timeframe without resolution is unacceptable and has caused significant distress.

2. Breach of Transparency and Consumer Rights:

- I was denied access to relevant insurance documents (<u>Delay Repay Scheme and Public Liability</u> Insurance) as required under the Civil Procedure Rules.
- My claim was improperly rejected on the basis of using a third-party ticket seller, an argument that conflicts with the Consumer Rights Act 2015.

3. Financial Losses and Unapproved Additional Expenses:

• I have incurred various expenses (<u>train tickets, missed cab bookings, bus fares, dinner expenses, lost business productivity, and legal fees</u>) that, together with stress-related compensation (£50 per day starting March 1, 2025), bring the total amount claimed to £12,341.08.

a **Direct Expenses**:

Train Tickets: £23.80 (for two tickets at £11.90 each)

Missed Cab Booking: £51.50

Bus Fares: £3.50

Alternative Cab Fare: £13.00Dinner Expenses: £25.00

• Lost Business Productivity: £80.00

Subtotal: £196.80

b Stress-Related Compensation:

- Stress-related compensation commenced on 12 March 2025 at a rate of £50 per day. As of today, 16 April 2025, the period spans 36 days.
- Calculation: £50/day × 36 days = £1,800.00

c Legal Fees and Additional Costs (Frozen):

• Quarter Solicitor Fee: £10,095.00

Legal Expenses: £149.28<u>Subtotal</u>: £10,244.28

d Total Calculation:

• Direct Expenses (£196.80) + Stress-Related Compensation (£1,800.00) + Legal Fees (£10,244.28) = £12,241.08

e Adjusted Outstanding Amount:

- After deducting the revised compensation offer of £111.80, the total outstanding comes to: £12,241.08 £111.80 = £12,129.28
- The errors in your process have directly resulted in unapproved and unexpected additional charges.

4. Lack of Clear Communication:

• The absence of a timely response and appropriate action from your team compounds the distress caused to me by this entire process.

Given that I have now waited well beyond any reasonable timeframe without any engagement or payment, I must insist on immediate action. I request the following without further delay:

- A formal apology for the mishandling of my claim and the unprofessional conduct displayed.
- Payment of the £111.80 previously agreed upon.
- Full payment of the outstanding compensation—calculated at £12,241.08 minus £111.80, which results in a total of £12,129.28 owed.
- Immediate provision of the requested insurance policy documents for review.
- Assignment of a dedicated case worker to ensure that this matter is resolved promptly and transparently.

Please be advised that if I do not receive a satisfactory response by "18th of April 2025,", I will be compelled to escalate this matter further by:

- Filing a formal complaint with the <u>"Rail Ombudsman,"</u>
- Pursuing legal action under the "Consumer Rights Act 2015," and
- Submitting an <u>"N1 Claim Form"</u> to the <u>"County Court."</u>

Moreover, as I have provided my banking details at your request, this delay not only prolongs the resolution of my claim but also heightens my concerns regarding the security of my personal financial information. Any further inaction will force me to address these security concerns through the appropriate channels.

I trust that you appreciate the urgency and sensitivity of this situation, and I expect an immediate reply. I look forward to your prompt response.

Yours sincerely, Simon Paul Cordell

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

Email: Re wired@ymail.com Tel: +44 7864 217519

On Friday 11 April 2025 at 15:21:08 BST, Ahmed Jama <ahmed.jama@gtrailway.com> wrote:

Dear Simon

Thank you for your email, I will arrange payment of the £111.80 which can take 10-15 working days to receive

In relation to the other points raised, please refer to your escalation options to the Rail Ombudsman who are legally trained.

If you wish to pursue the matter further you can contact the Ombudsman or serve legal papers to the address below.

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

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 <u>here</u>

From: Rewired Rewired <re_wired@ymail.com>

Sent: 11 April 2025 14:49

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

Subject: Re: 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. Date: 11/04/2025

Subject: Response to Compensation Offer – Updated Submission

Dear Ahmed,

Thank you for your email and the revised compensation offer of £111.80. I appreciate your acknowledgment of the oversight and your willingness to address aspects of my claim.

However, I must respectfully emphasise that the offered amount does not sufficiently account for the stress-related compensation and direct expenses incurred due to the disruption. Additionally, while legal fees have been frozen to facilitate resolution internally, I will pursue full recovery of these costs if external escalation, such as involving the Ombudsman, becomes necessary.

Stress-Related Compensation Details

Stress-related compensation began on 12 March 2025, the date of my 10th email submission outlining the disruption's full impact. Compensation has been calculated at "£50/day" over a "31-day period," ending on 11 April 2025:

• $£50/day \times 31 days = £1,550.00$.

Updated Compensation Breakdown

1. Direct Expenses:

Train Tickets: £23.80 (£11.90 × 2)
 Missed Cab Booking: £51.50

• Bus Fares: £3.50

Alternative Cab Fare: £13.00
Dinner Expenses: £25.00

• Lost Business Productivity: £80.00

• Subtotal (Excluding Stress Compensation & Legal Fees): £196.80

2. Stress-Related Compensation:

• £50/day × 31 days (12 March – 11 April 2025): £1,550.00

3. Legal Fees and Additional Costs:

• Quarter Solicitor Fee: £10,095.00

• Legal Expenses: £149.28

• Covered Period: 12 January – 12 March 2025 (frozen thereafter).

• Subtotal (Legal Fees): £10,244.28

4. Grand Total Claimed (Excluding Frozen Legal Fees):

• Stress Compensation (£1,550.00) + Expenses (£196.80): £1,746.80

5. Total Amount Outstanding (Including Frozen Legal Fees):

- Stress Compensation (£1,550.00) + Expenses (£196.80) + Legal Fees (£10,244.28): £11,991.08.
- Adjusted for Offered Compensation (£111.80): £11,879.28.

Legal Context

The <u>"Consumer Rights Act 2015"</u> stipulates that services must be provided with reasonable care and skill, and passengers are entitled to remedies for consequential losses resulting from service disruptions. The <u>"Rail Passengers' Rights and Obligations Regulation</u> (EC) No 1371/2007" further strengthens passengers' rights to compensation for delays, cancellations, and disruptions, regardless of the cause.

Given these legal protections, I believe the stress-related compensation and expenses directly reflect the financial and emotional toll of the disruptions experienced on <u>12 January 2025</u>.

Request for Reconsideration

I kindly urge you to reconsider excluding stress-related compensation and direct expenses in your revised offer. While legal fees remain frozen, I will pursue their full recovery through external avenues should resolution not be reached internally. The attached receipt provides detailed evidence supporting each aspect of my claim.

Preferred Payment Method

Regarding the offered £111.80, I would like to confirm my payment details as follows:

• Name on Account: MR SP CORDELL

• Sort Code: 20-29-81

• Account Number: 10895261

Report Suspicious

Thank you for your time and understanding. I remain hopeful for a fair and prompt resolution. Please feel free to contact me if further clarification or supporting documentation is required.

Best regards, Simon Paul Cordell

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

Email: Re_Wired@Ymail.com

Tel: +44 7864 217519

On Friday 11 April 2025 at 09:27:05 BST, Ahmed Jama <ahmed.jama@gtrailway.com> wrote:

Dear Simon

Thank you for your email, if you are unhappy with any part of how your complaint was handled you can raise this with the Rail Ombudsman. This includes any complaint about a deadlock being issued prematurely, the length of time taken to resolve your complaint, unfair questioning or any other part of the complaint handling you are unhappy about.

I am sorry that you did not receive an out of office email, if this caused any additional inconvenience I will arrange an additional £20 in compensation offering a total of £111.80. In order for me to arrange this, can you please confirm the method of payment you would prefer

In relation to your query about legal costs or queries, please send documents to the address provided in the email sent on 8 April 2025.

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: Thursday, April 10, 2025 19:22

To: Ahmed Jama

Subject: Re: 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. Dear Ahmed Jama.

Report Suspicious

Firstly, thank you for responding to my emails and acknowledging the complexity of my claim. I am committed to resolving this matter in a fair and transparent manner, but several key issues remain unaddressed that require your urgent attention.

Premature Deadlock Notification:

The deadlock letter issued on <u>13 March 2025</u> appears to have been sent prematurely, without properly addressing the detailed explanations and evidence I provided. This move signifies an unwillingness to engage with my claim thoroughly and indicates a pattern of delaying tactics, such as referring me to the Ombudsman, rather than resolving matters in circumstances where payment is clearly due. Issuing a premature deadlock notification demonstrates a disregard for

Thameslink's obligation to fully address disputes and ensure that all reasonable avenues for resolution have been explored internally before escalation. This tactic not only delays justice but also contravenes the expectation of fairness required under the "Consumer Rights Act 2015." A premature deadlock notification undermines my right to a thorough investigation and disregards the legal obligation to exhaust internal dispute mechanisms before escalation.

Delaying Tactics and Role-Playing:

Throughout this process, both you and Izaak have engaged in tactics aimed at disheartening me from proceeding with my claim:

- Izaak's email on <u>18 February 2025</u>, rejecting my claim, relied on procedural technicalities and excuses, such as
 the timing of the submission and planned engineering works, rather than acknowledging the exceptional
 circumstances surrounding my claim.
- Subsequently, you attempted to adopt a "<u>Good Cop</u>" stance, expressing willingness to review costs while simultaneously breaking down Izaak's points and questioning the validity of my claim on points that you know I had substantiated, while truly being the "<u>Bad Cop</u>" as well!

This coordinated approach to prevent rightful compensation reflects poorly on Thameslink's commitment to fairness and transparency. The suggestion to escalate my case to the Ombudsman and without first resolving simpler issues like reimbursement all further reinforces this perspective. These tactics reflect poorly on Thameslink's proclaimed commitment to fairness, transparency, and customer satisfaction. Such coordinated efforts to obstruct rightful compensation severely undermine trust in your organisation's handling of consumer claims.

<u>Unfair Examination and Obstructive Questioning:</u>

The questioning of my claim reached an unjust level when the focus shifted to legal intricacies and ambiguous points that require knowledge of specific laws, a standard unreasonable to expect from passengers. For example:

- The insistence on verifying the exact route and station for delays, despite Izaak's prior acknowledgment that the
 <u>"12:00 PM Southern Rail Train From Gatwick Airport To London Bridge Did Not Operate,"</u> illustrates a
 deliberate attempt to undermine the credibility of my claim.
- Questions about journey details that have already been clarified multiple times (e.g., coach service to East
 Grinstead, followed by the train delay) only add unnecessary complications to an otherwise straightforward
 case.

Failure to Acknowledge Exceptional Circumstances:

As reiterated in previous communications, my submission delay was due to "Exceptional Circumstances," including:

- 1. <u>Family Medical Emergency</u>: The life-threatening condition of my mother took precedence over other matters at the time.
- 2. **Technical Issues**: Submission difficulties on your outdated website necessitated an email claim instead.
- 3. <u>Additional Personal Constraints</u>: Concurrently managing multiple claims and dealing with unforeseen circumstances, such as redecorating my flat, further delayed my submission.

Instead of considering these factors, Thameslink has repeatedly focused on procedural technicalities, disregarding the spirit of fairness enshrined in UK consumer laws and regulations.

Failure to Provide Responses Despite Assurances:

Ahmed stated, <u>"I can assure you I have not ignored emails."</u> While this may be technically accurate in the sense that Ahmed opened and read the emails, the lack of timely and meaningful responses equates to ignoring my concerns in practice. In truth, Ahmed repeatedly failed to address or reply adequately to my emails, leaving me to follow up unnecessarily and prolonging the resolution of my claim. This reflects a disregard for professional communication standards and transparency in customer relations. While you may not have ignored emails technically, the consistent delays and lack of meaningful engagement have resulted in a practical disregard for professional transparency.

Failure to Provide Clear Notification of Absence:

Ahmed stated, "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." However, "No Such Confirmation Email Was Received" during this time. This omission left me unaware of Ahmed's absence, forcing me to initiate repeated follow-ups in an effort to move the claim forward.

Timeline of Events:

- **a)** March Communication: In March, I sent my 10th email requesting reimbursement for legal fees. Ahmed acknowledged receipt of this email but failed to take any further action to address my claim.
- b) <u>Friday Follow-Up</u>: On Friday, I sent a follow-up email at <u>10:45 AM</u>, requesting an update. After no reply by lunchtime, I sent another email emphasising the urgency of the matter. Ahmed's delayed response at <u>5:17 PM</u> provided minimal clarity and no progress.
- **c)** <u>Lack of Courtesy Communication</u>: During this period, Ahmed failed to send a courtesy email informing me of his absence or holiday leave. The absence of such communication added frustration and necessitated further follow-ups to maintain progress.
- **d)** Further Attempts to Resolve: After Ahmed's delayed response at <u>5:17 PM</u>, I continued to send emails seeking clarification on unresolved points. These emails were met with further delays or inadequate responses, compounding the frustration caused by the lack of transparency.

Observations and Implications:

- <u>Contradictions in Conduct</u>: Ahmed's claim of having sent out-of-office notifications contradicts my experience, where no such email was received. This lack of transparency reflects poorly on Thameslink's commitment to professional and timely customer service.
- <u>Company Handling</u>: Thameslink's overall approach continues to exhibit a pattern of inconsistent communication and delays that disregard their accountability and my rights as a consumer. The absence of courtesy emails and prompt replies further demonstrates poor service standards.

Failure to Disclose Insurance Policies and Transparency Issues Under CPR Rule 31

Ahmed stated, "Insurance documents aren't held under your personal records and therefore could not be supplied through a SAR request." While this explanation might technically align with SAR guidelines, it overlooks my broader request for Thameslink's corporate insurance and liability policies and documents that are not tied to individual records but pertain to company-wide operations. The dismissal of this request fails to address my clear intent and represents a lack of transparency.

Furthermore, despite repeated requests for Thameslink's compensation and insurance policies, your team has consistently avoided disclosing these documents. This lack of transparency undermines my ability to properly oversee case procedures and demonstrates neglect in handling my claim fairly. "Part 31 of the Civil Procedure Rules (CPR)" entitles me to access all documents directly relevant to my case, including these policies. Refusal to provide them violates the principles of fairness outlined in the "Compensation Claims Management Services Regulations 2006" and further delays resolution. Access to these documents is not only a legal entitlement under "CPR Rule 31" but also a critical step in ensuring that my claim is evaluated transparently and fairly.

Legal and Procedural Fairness: Addressing Thameslink's Neglect and Transparency Obligations

Ahmed stated, "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." While Thameslink recognises its responsibilities under this law, it is imperative to emphasise that my claim is equally supported by the "Civil Procedure Rules (CPR)," introduced in 2014, which clearly outline the litigant's rights to recover costs such as legal fees.

By unfairly refusing to reimburse the litigant fee, Thameslink has demonstrated a disregard for the equitable treatment of laws. Just as the "CRA of 2016" is respected, the "CPR of 2014" must also be upheld with the same diligence and fairness. Additionally, the avoidance of transparency in disclosing corporate insurance policies further compounds this neglect, obstructing my ability to oversee case procedures and undermining my rights to pursue proper compensation. The principles of fairness require Thameslink to honor both sets of laws equally and provide the requested documents under "Part 31 of CPR." Failure to do so not only violates established legal standards but also contravenes the expectations of transparency and accountability enshrined in the "Compensation Claims Management Services Regulations 2006."

Thameslink's Avoidance of Liability: Failure to Review and Address Ticket Purchase Evidence

Ahmed stated, "We do not accept any liability for interaction you have had with a retailer." While Thameslink may claim that any issues arising from OMIO are outside their responsibility, this fails to address the fundamental obligations that Thameslink holds under the "Consumer Rights Act 2015." As the service provider, Thameslink must ensure that services are delivered with reasonable care and skill, which extends to ensuring that customers can rely on third-party retailers acting on Thameslink's behalf.

Thameslink cannot deflect liability when the ticket purchase, a direct part of the service provided, resulted in disruptions due to errors or misleading information linked to OMIO. The "Consumer Rights Act 2015" makes it clear that the responsibility ultimately lies with the company providing the service and not the intermediary or third-party retailer. As a passenger, I reasonably expected Thameslink to uphold this standard and protect me from issues stemming from OMIO, especially when these issues directly impact my travel experience.

Furthermore, failing to review crucial evidence, such as confirmation emails or booking receipts, undermines their obligations to handle the claim transparently and fairly. By avoiding liability in this instance, Thameslink has failed to meet their legal obligations under the "Consumer Rights Act 2015," leaving me with unresolved disruptions and financial losses.

Unfair Refusal to Cover Legal Fees and Thameslink's Accountability

Ahmed stated, <u>"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.</u> While Thameslink claims they cannot reimburse legal fees, this stance unfairly disregards established legal frameworks. Under <u>"Civil Procedure Rules (CPR) 2014,"</u> litigants-in-person are entitled to recover reasonable costs incurred in pursuing a claim, including legal fees where necessary.

Thameslink's failure to resolve my claim promptly left me no choice but to act as a litigant-in-person and seek legal assistance to ensure compliance with consumer rights laws, specifically the "Consumer Rights Act 2015." These legal expenses were not optional; they were a direct result of Thameslink's inability to address my claim fairly and transparently. Refusing to reimburse these costs further demonstrates a lack of accountability and neglect toward the principles of fairness and transparency enshrined in consumer law.

This refusal to acknowledge and respect the legal rights of consumers under CPR 2014 and the "Compensation Claims Management Services Regulations 2006" only compounds the frustration caused by Thameslink's handling of this matter. It is imperative that Thameslink upholds its obligations to customers and addresses this issue in a manner consistent with both fairness and legal standards.

The repeated and unreasonable questioning of my claim has only added unnecessary stress and frustration, further compounding the emotional and financial toll caused by Thameslink's failure to deliver its services with reasonable care and skill.

Failure to Address Core Issues: Misrepresentation, Prolonged Delays, and Lack of Transparency

Ahmed's Offer and Its Limitations: While I acknowledge the compensation offered for travel expenses totaling £91.80, the reasoning provided by Ahmed fails to address the core issue. The compensation only accounts for delays due to coach travel but neglects the fact that I was sold a train ticket for a service that was "Non-Existent." This omission further highlights the lack of transparency and fairness in addressing my claim.

<u>Misrepresentation of Itinerary Details</u>: Ahmed stated, "<u>The information about bus replacements was fully updated when you had purchased your ticket.</u>" However, this claim is inaccurate. The receipt provided showed the "<u>Train Times And Services</u>" yet omitted the critical details about replacing buses for the 12pm service from Gatwick to East Grinstead. Furthermore, the ticket sold included a train service (12:32pm from East Grinstead) that was never running on the day, causing additional delays. This error in the itinerary highlights a failure to provide accurate and comprehensive information at the point of sale.

<u>Failure to Resolve Issues with OMIO</u>: Ahmed's claim that liability rests solely with OMIO disregards Thameslink's responsibility under the <u>"Consumer Rights Act 2015"</u> to ensure reasonable care and skill in services provided, including accurate representation of travel itineraries. As the primary operator, Thameslink cannot absolve itself of responsibility for errors made by the retailer when these errors directly impact the passenger experience.

<u>Prolonged Delays in Addressing My Claim</u>: Ahmed's reliance on company-specific information and intel to understand the discrepancies in my itinerary further suggests an awareness of the errors but a failure to resolve them promptly or transparently. This prolonged process has compounded my inconvenience and financial losses.

These actions reflect a clear failure to uphold your legal obligations under the <u>"Consumer Rights Act 2015,"</u> which guarantees passengers reasonable care and transparency in all aspects of service delivery.

Unjust Refusal to Compensate for Stress and Associated Losses

Ahmed stated, "<u>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.</u>" While Thameslink may claim they are unable to provide stress-related compensation, this stance disregards the broader obligations under the "<u>Consumer Rights Act 2015</u>" and the principles of fairness and accountability.

The delays and disruptions caused by Thameslink's service failures have resulted in significant emotional distress, financial losses, and lost productivity. Under the "Consumer Rights Act 2015," services must be provided with reasonable care and skill. When this standard is not met, consumers are entitled to remedies, including compensation for consequential losses. Stress-related compensation is a direct consequence of the inconvenience and disruption caused by Thameslink's failure to deliver services as promised.

Furthermore, Ahmed's statement, "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," fails to acknowledge the prolonged and inadequate handling of my claim. The lack of transparency and accountability in addressing my concerns has only exacerbated the stress and inconvenience caused.

Finally, Ahmed's assertion, "<u>You have raised further queries, and we aren't able to arrange the stress-related compensation you requested,"</u> demonstrates a refusal to consider the full extent of the impact caused by Thameslink's service failures. This refusal is inconsistent with the principles of fairness and transparency outlined in the "Compensation Claims Management Services Regulations 2006."

Given the evidence provided and the legal frameworks in place, I request that Thameslink reconsider their position and provide appropriate compensation for the stress and associated losses incurred as a result of their service failures.

<u>Securing Offered Compensation and Addressing Outstanding Legal Fees</u>

I appreciate the goodwill gesture of £91.80 offered to reimburse travel expenses caused by delays. While I accept this amount "Without Prejudice," I must emphasise that it does not address the full scope of my claim, particularly legal fees and other consequential expenses incurred as a result of Thameslink's service failures.

Under the "Civil Procedure Rules (CPR) 2014," litigants-in-person are entitled to recover reasonable costs and expenses directly related to pursuing a claim. The legal fees incurred were a necessary consequence of Thameslink's inability to resolve my claim promptly and fairly. Therefore, I request an additional reimbursement to cover these expenses, which amount to £12,249.28 as detailed in the invoices provided.

It is crucial to highlight that the compensation offered reflects a partial acknowledgment of Thameslink's legal obligations under the "Consumer Rights Act 2015." I request written confirmation that the offered compensation of £91.80 will be processed promptly while further discussions on the reimbursement of legal fees and other associated costs remain ongoing.

By addressing these issues comprehensively, Thameslink can demonstrate its commitment to fairness, accountability, and compliance with legal standards.

Conclusion and Resolution:

I request that Thameslink promptly reverse the deadlock notification, reimburse all costs detailed in my invoices, and provide the requested stress-related compensation to ensure compliance with "UK Consumer Law." Failure to address these issues adequately will result in escalation through legal channels, including filing an "N1 Claim Form" with the courts to recover my complete costs and losses.

I look forward to your prompt response.

Kind regards, Simon Paul Cordell

Name: Simon Paul Cordell

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

Email: Re wired@ymail.com

Tel: +447864217519

On Tuesday 8 April 2025 at 17:48:04 BST, Ahmed Jama <ahmed.jama@gtrailway.com> wrote:

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

Address: 109 Burncroft Avenue

Report Suspicious

Enfield, London, EN3 7JQ
Email: Re wired@ymail.com
Tel: +447864217519

<u>Date</u>: 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 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

- Introduction of Stress Fee: 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:
 - Days Since March 1, 2025 (Inclusive): From March 1, 2025, to April 7, 2025, there are 38 days.
 - Stress-Related Compensation to Date: £50/day × 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

<u>Legal Expenses</u>: £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. <u>New Total Requested with Stress Fees Incurred</u>: The total of £1,900 <u>"Stress-Related Compensation"</u> plus £10,441.08 (<u>Expenses and Legal Fees</u>) comes to £12,341.08.

I therefore request complete payment of the total compensation amount of £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