



You have **12 months** from the date you receive a deadlock letter to escalate your dispute to the Ombudsman. If you're preparing to take this step!

Si Notes for new email to Ombudsman; s website form below!

Unfair Handling of Your Claim:

Despite providing evidence and outlining exceptional circumstances, both Thameslink and Southern Railway failed to offer a resolution that accounts for your complete financial losses. Their responses, including those from Ahmed, indicate attempts to minimize liability and disregard critical points in your claim.

Additional Concerns:

- Legal compliance under the **“Litigation Fees Act 2014”** has been ignored, leaving you to bear costs that should be recoverable as part of the compensation.
- Stress caused by their actions has compounded due to the delays in resolving the issue fairly.

Failure to Address Key Issues:

The correspondence shows that your concerns, such as compensation for consequential losses like downtime, additional transport costs, and meals, were not fully acknowledged. Requests for transparency regarding insurance documents and liability policies were also inadequately addressed.

Combined Point on Downtime:

- Downtime became a consistent issue due to the drawn-out legal proceedings required to pursue your claim. This downtime had significant financial and emotional repercussions, which have not been reflected in their responses.

Manipulation of the Facts:

Their handling of your case involved reframing or dismissing facts you provided to avoid financial accountability, including avoiding liability for expenses directly caused by their service disruptions.

Examples:

- They failed to accurately represent the details of your claim in their communication, creating delays and unnecessary complications.
- Attempts to shift responsibility for downtime and missed costs are evident throughout the correspondence.

Outstanding Reimbursement and Resolution:

Liability for certain aspects of the disruption has been acknowledged, but the offered compensation does not reflect the full extent of your losses. Despite engaging in lengthy correspondence, no satisfactory resolution has been reached.

Additional Concerns:

- Their offer does not account for legal costs, stress compensation, or the financial impact of downtime.
- The need for recalculating the complete settlement, including these missed aspects, has been repeatedly ignored.

Procedural Compliance and Fair Treatment:

Their actions may contravene UK consumer laws, including the Consumer Rights Act 2015 and Rail Passengers' Rights and Obligations Regulation. Escalation ensures accountability and the possibility of recovering all justified losses.

Reinforcing Points:

- The lack of transparency in their claims process undermines compliance with legal frameworks.
- They have failed to adhere to fair treatment principles, further prolonging the process unnecessarily.

How did you raise your complaint with Thameslink? *

Email

Reference number provided by Thameslink?

Deadlock

Date of Incident.

12/01/2025

Please outline the journey undertaken highlighting the affected portion(s) of this, or let us know the station where the incident occurred.

Journey Details:

- **Date:** January 12, 2025
- **Route:** Train from Gatwick to London Bridge
- **Scheduled Trains:**
- 12:00 PM Southern train from Gatwick to East Grinstead
- 12:32 PM Southern train from East Grinstead to London Bridge

Please provide a written summary of your complaint, including why you think it is justified? *

Subject: Request for Ombudsman Case Handler & Reassessment of Claim

Dear Ombudsman Team,

I am writing to formally request your intervention regarding my unresolved compensation claim with Thameslink and Southern Railway for the disruption to my journey on **“12th of January 2025.”** Despite extensive correspondence with the rail companies and their representative, Ahmed Jama, my claim has yet to be resolved comprehensively.

The core issues of my complaint include:

- Failure to address consequential losses such as downtime, additional transport expenses, and meals incurred due to their service failure.
- Non-compliance with legal standards, including the **“Litigation Fees Act 2014”** and **“Consumer Rights Act 2015.”**

The rail companies have acknowledged liability for aspects of the disruption but failed to offer reimbursement for my full losses. Their communications demonstrate manipulation of facts within my claim letter to avoid accountability.

I request a dedicated **“Case Handler”** who can liaise directly with me via **“Email”** and, then if feasible, the possibility to have an arranged **“Telephone Conversation.”** This would allow me to provide required exhibits and clarify details efficiently, ensuring all relevant points in my claim are properly addressed.

Furthermore, I request your assistance in ensuring that Thameslink recalculates the settlement to account for all financial impacts, including **“Stress Costs,” “Downtime,” and “Litigation Fees.”** These elements are crucial to achieving a fair resolution for the significant disruptions experienced.

I appreciate your attention to this matter and await your guidance on how we may proceed.

Kind regards, Simon Paul Cordell

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

Email: Re_wired@ymail.com

Tel: +447864217519

What (if anything) has Thameslink done so far to try to resolve your complaint?

Accepted liability!

"Please state why you are not happy with the remedy provided by Thameslink":

1. **Lack of Proactive Engagement:** Thameslink did not provide a clear or effective plan for resolving the issue and failed to actively guide you through the claims process.
2. **Communication Failures:** Despite your attempts to clarify and resolve the matter, their responses have lacked transparency and thoroughness, leaving key questions unanswered (such as their justification for omitting litigation fees and downtime).
3. **Limited Remedial Action:** Their failure to account for stress-related losses and downtime reflects a disregard for the full impact of the incident on both your financial and emotional well-being.
4. **Inadequate Offer:** The compensation offer presented is not only insufficient but fails to include relevant legal costs incurred, which is a breach of procedural fairness and compliance.
5. **Delay in Resolution:** The prolonged back-and-forth correspondence has caused unnecessary stress, wasting time and resources that could have been avoided with a more efficient approach.
6. **Attempted Shift of Liability** Thameslink initially attempted to place blame for the disruption on Omio, the ticket vendor, arguing that liability for the incident lay with them. However, after I clarified my consumer rights under UK legislation, including the **“Consumer Rights Act 2015,”** Thameslink accepted liability for their role in the

disruption. This shift highlights their initial unwillingness to take responsibility and underscores the need for transparency and fairness in their approach to handling my claim.

Please state the nature of the remedy that you require. *

An explanation or apology

A refund

Compensation

Other

Has your complaint been raised with anyone else? *

Yes No

Please provide any further details that you feel may assist us in assessing your case.