

Issue 5
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Case Studies¹

Case 01

Loss

The Customer ("C") posted a '19300 dual sim mobile' (the "Item") to an address in China using one of the RPO's services. The Item was not delivered and was deemed to be lost. The C sought compensation in the sum of £50.00 for direct loss suffered. The RPO states that it had awarded the C the maximum compensation available under the terms of the service used.

Adjudicator's decision:

C's claim was unable to succeed.

Reasons:

The adjudicator found that under the terms and conditions of the service, compensation for loss under the service is limited and the company had awarded the maximum sum to the customer.

Case 02

Loss

The Customer ("C") posted his father-in-law's life assurance policies (the "Item") to the last known address of the Royal Liver Assurance (the "intended recipient") using one of the RPO's services. The Item was not delivered and was deemed to be lost. The C requested compensation in the sum of £50.00 for the stress, anxiety and inconvenience caused by the manner in which the RPO handled the complaint. The C also requested an explanation. The RPO submitted that it dealt with the customer's complaint in a timely and courteous manner, the correct action has been taken and appropriate responses have been provided throughout the complaint handling process.

Adjudicator's decision:

C's claim was unable to succeed.

Reasons:

The adjudicator found that the RPO had dealt with the complaint appropriately during the complaints handling process. The adjudicator also found that the RPO had provided an explanation.

Case 03

Loss

The Customer ("C") posted \$590.00 ("the Item") using one of the RPO's services. C submits that the Item was lost and the RPO awarded him £58.45. The C sought compensation in the sum of \$590.00 for direct loss (less amounts already paid). The RPO denied liability on the basis that that C had already been paid the maximum compensation available under the service used.

Adjudicator's decision:

C's claim did not succeed.

Reasons:

The adjudicator found that the maximum compensation had been appropriately provided to C.

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Case 04

Loss

The Customer (“C”) was the intended recipient of three Longines Global Champions Tour show jumping tickets (“the Item”) using one of the RPO’s services. C submits that the Item did not arrive that the signature on the delivery confirmation is not known to him. The C sought an apology, an explanation and compensation in the sum of £385.00 for direct loss. The RPO denied liability on the basis that that C had failed to follow the claims process and that; in any event, tickets are not covered for compensation unless they are sent using the appropriate service. The RPO did accept that it did not follow correct delivery procedure by handing over the Item on the street and not at the specified address.

Adjudicator’s decision:

C’s claim succeeded in part. The RPO was directed to make an apology.

Reasons:

The adjudicator found that it was appropriate for the RPO to extend an apology to C as a result of the accepted delivery procedure error.

Case 05

Damage

The Customer (“C”) posted a violin (“the Item”) using one of the RPO’s services. C submits that the Item was damaged whilst in transit. The C sought compensation in the sum of £185.00 for direct loss and £50.00 for the way in which the RPO handled his complaint. The RPO denied liability on the basis that that C had failed to follow the packing guidelines applicable to the Item. Thus no compensation was payable. The RPO accepted that some errors were made during the complaints process and provided £20.00 to reflect these errors.

Adjudicator’s decision:

C’s claim did not succeed.

Reasons:

The adjudicator found that C had failed to package the Item appropriately and that the compensatory award of £20.00 was appropriate when considering the nature and extent of the RPO’s complaint handling errors.

Case 06

Delivery error

The Customer (“C”) submitted that the RPO’s delivery of post to her address was unsatisfactory. She received post meant for other houses and vice versa. C claimed an apology, an explanation, for the RPO to “delivery our mail correctly” and compensation in the amount of £30.00 for the way in which it handled her complaint. The RPO submitted that delivery relate failures were outside the remit of POSTRS and denied liability for complaint handling as appropriate action had been taken under the circumstances.

Adjudicator’s decision:

C’s claim succeeded in part. The RPO was directed to monitor the delivery of mail to C’s address in order to ensure that the measures implemented resolved the issue.

Reasons:

The adjudicator found that it was appropriate for the RPO to monitor the delivery of mail to C’s address as it had promised to do so and because it had not denied that this issue was ongoing.

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Case 07

Redirection error

The Customer ("C") submits that his post was incorrectly redirected to his ex-wife's property. The C submits that he went to go and retrieve this post in contravention of a court order and he was arrested. He is therefore seeking £200.00 in compensation for direct loss. The RPO acknowledges that some items of mail were incorrectly redirected; however, appropriate action was taken to rectify this error. The RPO submitted that it could not pay compensation for the fact that C was arrested as a result of his own actions.

Adjudicator's decision:

C's claim did not succeed.

Reasons:

The adjudicator found that the RPO had taken appropriate action to rectify the error and C could not claim compensation for being arrested as a result of his decision to contravene a court order.

Case 08

Loss

The Customer ("C") posted a 'Black Apple iPhone 4' ("the "Item") using one of the RPO's services. The Item was not delivered. The C sought compensation in the sum of £128.00 for direct loss suffered and compensation in the sum of £50.00 for stress, anxiety or inconvenience caused by the manner in which the RPO handled his complaint. The RPO stated that compensation is not available for loss or damage under the service used. In respect of the C's claim for the manner in which it handled his complaint, the RPO stated that with the exception of an oversight at Stage 2, for which the customer has been issued with an apology and compensation, the agreed standards have been adhered to at each stage of the escalation process.

Adjudicator's decision:

C's claim succeeded in part.

Reasons:

The adjudicator found that although the RPO had admitted to an oversight at stage 2 of its escalation process, it had also failed to signpost the C at stage 1 of the process. The adjudicator found that this breach was sufficient to warrant a measure of compensation and directed that the RPO pay the C a further sum of £5.00 as compensation for the stress, anxiety and inconvenience caused by the manner in which it handled his complaint.

Case 09

Valuable items

The customer ("C") posted a silver bracelet using one of the RPO's services. The bracelet did not arrive at its intended destination. C sought for the RPO to pay £46.00 as compensation for direct loss.

The RPO refused to pay compensation to C because the service used to send the bracelet did not permit compensation to be claimed where valuable items have been sent using it.

Adjudicator's decision:

C's claim did not succeed.

Reasons:

Only specific services provided by the RPO permitted compensation to be paid where valuable items had been posted. The silver bracelet posted by C was a valuable item, and the service used to post it did not attract compensation for its loss. C's claim for compensation for direct loss was rejected.

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Case 10

Actual/consequential loss

The customer ("C") was the intended recipient of a parcel containing a passport. The parcel was not delivered, which necessitated C having to apply for a replacement passport at a cost of £100.00. C therefore sought for the RPO to pay £100.00 as the cost of replacing the passport, and an additional £150.00 for travel and fuel costs.

The RPO refused to pay compensation to C on the basis that evidence that the parcel was posted using one of its services had not been submitted.

Adjudicator's decision:

C's claim succeeded in part.

Reasons:

Evidence was submitted in the form of tracking numbers and delivery receipts which indicated that the parcel had been posted using one of the RPO's services. The proof of delivery provided by the RPO showed that the parcel had not been delivered to the correct address. C was therefore entitled to the cost of replacing the lost passport. However, C was not entitled under the terms of the service that had been used to recover other consequential losses. C was therefore awarded the sum of £100.00 for direct loss.

Case 11

One of the RPO's services not used

The customer ("C") was the intended recipient of an item of mail with a value of £40.00. The item had been posted to C from Guernsey. The item could not be delivered to C's address, and was subsequently lost. C sought for the RPO to pay £40.00 in compensation for direct loss.

The RPO refused to pay compensation on the basis that full details of the item and the service used to post it had not been provided by C.

Adjudicator's decision:

C's claim did not succeed.

Reasons:

There was no evidence that one of the RPO's services had been used to send the item. Indeed, the RPO concerned did not provide its postal services in Guernsey. Therefore, the RPO had no liability to pay compensation to C. C's claim for compensate for direct loss was rejected.

Case 12

Complaint handling

The customer ("C") sent an item of mail using one of the RPO's services which was not delivered to its intended recipient. When C made a complaint to the RPO, he was given conflicting information. C therefore sought an apology and £50.00 for the way in which the complaint had been handled.

The RPO rejected C's claim on the basis that the item had been delivered to its intended recipient.

Adjudicator's decision:

C's claim succeeded in part.

Reasons:

When C initially complained to the RPO regarding the item, he was informed that the item had been correctly delivered. When the customer contested this, he was told in his next contact with the RPO that the item had not been delivered. However, the RPO subsequently informed C that the item had been delivered correctly. In view of the contradictory information and advice given to C, an apology and the sum of £25.00 was awarded to C in respect of the way in which the complaint had been handled.

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Case 13

Packaging

The customer ("C") posted a car fuel pump using one of the RPO's services. C used the same packaging that the manufacturer of the item had used to send it to the UK from Asia. The item was damaged on arrival. C sought £258.05 in compensation for direct loss. The RPO refused to pay compensation to C on the basis that the packaging used was insufficient.

Adjudicator's decision:

C's claim did not succeed.

Reasons:

Compensation is not payable where items are not packaged in accordance with the RPO's terms. The suitability of the packaging is assessed based on the RPO's packaging requirements, and the quality of the packaging used during a previous posting of the item had no bearing on whether C had adhered to the packaging requirements on this occasion. The photographic evidence provided showed that the car fuel pump had been packaged with paper around it and inside a cardboard box. In view of this evidence and the RPO's packaging requirements, it was clear that insufficient cushioning material had been used to protect the item from damage. C therefore had not adhered to the RPO's terms, and was not entitled to any compensation for direct loss.

Case 14

Loss

The Customer ("C") purchased a laptop charger ("the Item") via eBay. The Item was discovered to be faulty and the C made arrangements for it to be returned to the seller using one of RPO's services. After several weeks had passed, the C discovered that the Item had not been delivered.

The RPO refused to accept liability as the evidence of loss produced by the C was deemed to be insufficient.

Adjudicator's decision

C's claim succeeded in part.

Reasons:

The C, in accordance with RPO's compensation policy, did not provide sufficient evidence of loss in support of the claim for compensation for the loss of the Item. However, based on the evidence provided, the Adjudicator was satisfied that the C had proven the sum of postage paid. Therefore, RPO was directed to provide payment for the sum of postage paid in accordance with the terms of its compensation policy.

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