

Case Studies¹

Case 01

Suspension of delivery

The Customer (“C”) was the intended recipient of various items of mail which were to be delivered by the postal service provider (“PSP”). C asserts that the PSP failed to deliver mail to his address and did not provide a valid reason in support of its decision. As a result, C submits that he had to travel abroad to trace items which had not been delivered to his address.

C submits that as a result of PSP’s errors, he had suffered a direct loss in the sum of £473.20. C further asserts that PSP is responsible to refund the cost of his international flight.

PSP accepts that the delivery of mail to C’s address had been suspended. However, PSP submits that the suspension was due to C’s external letterbox posing health and safety risks to delivery staff. PSP further asserts that it is not obliged to deliver mail where staff are put at risk. As a result, PSP does not accept liability.

Adjudicator’s decision:

C’s claim does not succeed.

Reasons:

PSP has a legal obligation to deliver mail. However, where such delivery is considered to be unsafe, PSP is not legally obliged to deliver mail to the recipient. Furthermore, C’s losses are deemed to be of a consequential nature and can only be recovered where the relevant compensation cover is purchased. Based on the evidence available, the adjudicator was not satisfied that C had purchased the relevant compensation cover. Therefore, C’s claim for compensation was rejected.

Case 02

Confirmation of delivery

The Customer (“C”) was the intended recipient of an item which was posted to her using a service which provides for a signature upon delivery. C submits that the postal service provider (“PSP”) carried out an unsuccessful delivery attempt, following which C requested an alternative date for delivery. Despite C’s request, the item was not delivered by PSP.

The PSP submits that the item was delivered to C in accordance with the terms of the service. Furthermore, PSP asserts that its system confirms that the item had been duly delivered to C’s address. PSP rejected C’s claim for any compensation

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for loss and for the manner in which it had handled her complaint.

Adjudicator's decision:

C's claim succeeds in part. PSP shall pay C compensation in the sum of £15.00 for the direct loss suffered; and an additional £10.00 for the manner in which C's complaint was handled.

Reasons:

In view of the evidence provided by the parties, the adjudicator found on a balance of probabilities, that the item had not been delivered to C's requested delivery address. As a result, the adjudicator was satisfied that the PSP failed to provide the service, resulting in C suffering a direct loss. Furthermore, the adjudicator was not satisfied that PSP had handled C's complaint in accordance with its procedures; as information regarding its complaints process was omitted from correspondence.

Case 03

Delivery of mail

The Customer ("C") experienced problems with the delivery of mail over a significant period of time. C submits that the delivery officers responsible for the delivery of her mail have used inappropriate, threatening and abusive language. Furthermore, C states that as a result of the delivery errors, fraudulent activity has taken place in relation to her bank accounts.

C claims that as a result of PSP's failure, additional costs have been incurred. C seeks compensation for the losses incurred and for the manner in which PSP handled the complaint.

PSP does not accept that C's complaint falls within the scope of POSTRS. Furthermore, PSP is confident that measures taken have rectified the problems experienced by C. PSP does not accept to pay any compensation to C. However, PSP has awarded C payment of £20.00 as a goodwill gesture.

Adjudicator's decision:

C's claim succeeds in part. PSP shall pay C £20.00 for the stress, anxiety and inconvenience suffered as a result of the manner in which it handled the complaint; and will take some action to correctly deliver mail to C's address.

Reasons:

C's allegations of threatening, abusive language and fraud cannot be considered; as such criminal activity does not fall within the scope of POSTRS.

After careful consideration of the parties' submissions and the evidence of correspondence, the adjudicator was satisfied that C experienced problems with the delivery of mail over a significant period of time. The adjudicator finds that the complaint regarding the failure of delivery does fall within the scope of POSTRS; as it is reasonable for C to expect mail to be correctly delivered in accordance with the terms of PSP's services. Furthermore, the PSP has a legal obligation to deliver mail as addressed. However, C's claim for direct loss was unsuccessful as the losses suffered were considered to be of a consequential nature.

The adjudicator, in view of the nature of C's complaint, decided that it would be

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unfair and unreasonable to expect C to provide evidence of mail which had not been delivered to her address. Therefore, the adjudicator decided that it was fair and reasonable in the circumstances, for PSP to monitor the delivery of mail to C's address in order to ensure that the measures implemented had successfully resolved the problems experienced.

Based on the length of time of the dispute, the parties' submissions and the evidence provided, the adjudicator was not satisfied that PSP had resolved C's complaint in an expeditious manner. Therefore, it was decided that it would be fair and reasonable for PSP to award £30.00 to C for the manner in which the complaint had been handled.

Case 04

Lost Passport

The customer's ("C") passport (the "Item") was posted to him by the UK Border Agency using a service which provides compensation of up to £41.00. The Item was not delivered to C and was deemed by the Postal Service Provider (the "PSP") to be lost.

C sought £70.00 in compensation for the direct loss he had incurred in replacing his passport. The PSP awarded C £41.00 in compensation and a postage refund, but it refused to award him any more as the terms of the service used to send the Item prohibited compensation over £41.00.

Adjudicator's Decision:

C's claim did not succeed.

Reasons:

As C was awarded the sum of £41.00 in compensation and a postage refund, he had been awarded the maximum amount of compensation payable under the terms of the service used. Therefore, C was not entitled to recover any further compensation for direct loss.

Case 03

Time limit for claiming a refund

The customer ("C") posted an item ("the Item") using a service which provided a guarantee that if the Item was not delivered by the next working day, C would be able to claim a refund of the price paid to use the service. The Item was delivered late, but when C claimed a refund, her claim was rejected by the Postal Service Provider ("the PSP") on the basis that the claim was received outside the time limit for making such claims.

C sought £5.50 as a refund of the fee she paid to use the service, as well as £50.00 in compensation for the way in which her complaint had been handled by the PSP.

Adjudicator's Decision

C's claim did not succeed.

Reasons:

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The terms and conditions of the service that C used to send the Item stated that, where a customer sought to claim a fee refund in the event of an item being delivered late, they must make their claim within 14 days of the date on which the item was posted. The PSP had taken sufficient steps to make its customers aware of this condition by featuring it on a number of sources in the public domain, such as on its website and in its pricing literature. As C's claim for a fee refund had been submitted over one month after the Item was originally posted, her claim could not succeed. In relation to the claim for compensation in relation to the way in which C's complaint was handled, the correspondence between the parties showed that the PSP had consistently responded to C's complaints in an informative, apologetic and timely manner, and that it had therefore not breached its complaint handling procedure.

Case 05

Item Lost

Definition of prohibited item

The customer ("C") posted an 'Airsoft' Rifle (the "Item") to the buyer ("B") using a service which provides compensation of up to £41.00. The Item was not delivered to B and was deemed by the Postal Service Provider (the "PSP") to be lost.

C had purchased additional compensation cover to the value of £250.00 and provided evidence that a similar item to that lost, was worth £250.00. When he sought compensation from the PSP for his loss he was repeatedly refused compensation on the basis that the Item was a prohibited weapon and then refused compensation on the basis that he had not provided sufficient evidence of value.

C claimed compensation in the sum of £250.00 for the direct loss he had suffered and a further £50.00 for the stress, anxiety and inconvenience suffered as a result of how his complaint was handled.

Adjudicator's Decision:

C's claim succeeded in part and he was awarded the sum of £50.00 for the stress, anxiety and inconvenience suffered as a result of how his complaint was handled.

Reasons

Evidence of value may be either evidence of the cost to purchase the item or evidence of the price paid for the item. This may be in the form of receipts, invoices, bank statements or similar. C had provided evidence in the form of websites advertising similar items for sale. The adjudicator gave C the opportunity to submit further evidence in the form required but C was unable to produce this evidence. Therefore, the adjudicator was unable to award any compensation for direct loss. In relation to the claim in relation to complaint handling, C had provided copies of correspondence with the PSP which illustrated that the PSP had misinterpreted his evidence and the definition of a prohibited item, drawing out the complaint process unnecessarily. In light of the evidence, the adjudicator considered it fair and reasonable to award C the full sum claimed for complaint handling.

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Item Lost In Post**Postage refund plus maximum compensation**

The customer (“C”) posted a coat (the “Item”) to the recipient (“R”) using a service which provides compensation of up to £41.00 (the “Service”). The Item was not delivered and was deemed by the Postal Service Provider (the “PSP”) to be lost.

C provided evidence that the Item was worth £95.00 but did not provide evidence of the postage fee paid. The PSP awarded C compensation in the sum of £41.00 being the maximum compensation payable, but did not award a postage refund as evidence of the fee paid was not provided.

C claimed compensation in the sum of £54.00 for the direct loss she had suffered.

Adjudicator’s Decision

C’s claim succeeded in part and she was awarded a booklet of six First Class stamps for the direct loss suffered.

Reasons

In the case of loss, a customer will receive a postage refund plus compensation up to a maximum of £41.00, where evidence of posting and evidence value is provided. Further, the postage refund awarded will be a minimum of six First Class stamps. The adjudicator was satisfied that the PSP had correctly awarded the maximum compensation payable. However, in relation to the postage refund, the adjudicator found that proof of the postage paid was not necessary and, that in accordance with the terms of the Service, C should have received a booklet of six First Class stamps as a minimum. Therefore, the adjudicator considered it fair and reasonable to direct that the PSP award C a booklet of six First Class stamps. Consequently C’s claim succeeded in part.

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