How to Complain:

The Essential Consumer Guide to

Getting Refunds, Redress and Results!

Update companion to the 3rd edition 2nd revision

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The fourth edition of How to Complain: The Essential Consumer Guide to Getting Refunds, Redress & Results! includes some changes and additions to the third edition second revision. On the following pages all the changes and additions are listed to bring your book up to date without having to purchase a new copy!

If you have a first or second edition you will also need the previous companions but be aware that they are at least ten years out of date and to use them with all the companions could be *very* complicated!

Throughout the book

Do not refer to the Sales of Goods Act 1994 or the Supply of Goods and Services Act 1982. These were repealed and were replaced with the Consumer Rights Act 2015. These Acts could be used for purchases prior to 01 October 2015. However, the statute of limitations is 6 years (5 in Scotland) so you are now out of time for using these Acts.

Chapter 4: Ensuring your complaints are effective

Taking things further (additional paragraphs page 15)

Inform them that if you are not happy you will take the matter further using the relevant people and organisations e.g. Ombudsman, Trading Standards, Small Claims Court their own complaint procedure, the media and review sites etc. Only threaten these things if you are sure they will have the desired effect and you are prepared to spend the time and effort taking it further. (Small Claims Court for example).

Go to moneyclaimonline in England and Wales. For Scotland go to scotcourt.gov.uk and Northern Ireland NIDirect.gov.uk Fill out all the information right up to the submit button (where you pay) with the details of what you are claiming for. This should include everything that you are claiming for, plus the court costs which vary according to the amount you are claiming. Add in any out-of-pocket expenses, such as travel costs that you may have incurred or will incur in attending court. Take a screen shot and attach that to an email with “Email before action” in the subject line and threaten taking the company to court. Email the CEO attaching the screenshot, forward the previous correspondence and change the subject line to “email before action”. In the email state that further to the previous correspondence you are not satisfied with the response and will be taking the matter through the Small Claims Court.

This will focus them. I have been doing this for a number of years and it works really very well! Paul Lewis, after hearing me say this some years ago, put it to the test on his programme MoneyBox on Radio 4 and it worked.

Chapter 5: Consumer Rights

Brexit: (replacement paragraph page 27)

Retained EU Law (Revocation and Reform Act) 2023

“A Bill to revoke certain retained EU law; to make provision relating to the interpretation of retained EU law and to its relationship with other law; to make provision relating to powers to modify retained EU law; to enable the restatement, replacement or updating of certain retained EU law; to enable the updating of restatements and replacement provision; to abolish the business impact target; and for connected purposes.”

The Retained EU Law (Revocation and Reform) Act received Royal Assent on 29 June 2023. It makes significant changes to the domestic body of law currently known as “retained EU law”.

“Retained EU law” (REUL) is a type of UK domestic law. It was created by the EU (Withdrawal) Act 2018 (EUWA), and came into effect at the end of the UK’s post-Brexit transition period (the end of 2020).

Drip pricing Consumer Protection from Unfair Trading Regulations (addition page 38)

Drip pricing refers to when only a part of an item or service’s price is shown at the start of the buying process and the full price is only revealed until near the checkout.

This deceptive practice can now be considered as an “omission” or a “misleading practice” under the CPUTRs.

Previously, under the Consumer Protection from Unfair Trading Regulations (CPUTRs), businesses were required to include a price in an invitation to treat (purchase) but there was no clear definition of what this was.

If the average consumer would have taken a different transactional decision due to being given “general misleading information, creating confusion with competitors’ products or failing to honour commitments made in a code of conduct” then it would be a breach of the CPUTRs. It had to be proved that this omission influenced the consumer’s decision and that they would have made a different one if they had been given different or full information. This was not always easy, as businesses would argue that consumers would still have made the purchase, even if they had been given the full information.

Under the new law, businesses must display the total price, including all the fees, taxes and charges. They will be in breach of the Regulations if pricing is incomplete, unclear or hidden, making it easier for regulators and enforcement bodies to take action against them.

Consumer Rights (Payment Surcharges) Regulations 2012 (replacement paragraph page 38)

The surcharge ban was written into UK law so has remained after Brexit. However, you may not be protected purchasing goods or services from the EU or from EU-based companies. This is because cross-border payments will no longer be covered by the surcharge ban.

The UK Product Security and Telecommunications Infrastructure (Product Security) regime (addition page 49)

This came into force April 2024. Companies have to reach minimum standards to improve security, including:

- password procedures are more secure, including ensuring any factory set passwords are not left blank or using easy-to-guess choices such as “12345” or “admin”
- there is clarity around how to report “bugs” or security problems that arise
- manufacturers and retailers inform customers how long they will receive support, including software updates, for the device they are buying.

Chapter 6: Buying Goods

Furniture (addition page 66)
The Furniture Ombudsman is part of The Dispute Ombudsman.

Online courses (addition page 69)

Over the last few years there has been a significant increase in the number of online courses being offered. However, many customers of these courses do not understand their consumer rights when signing up.

Consumers often believe that they must abide by the Terms and Conditions provided by the company running the course. This isn’t strictly true. For example, too often I see “no refunds”, which is an illegal condition. Sadly, I see it most with small, one-person companies. This is often because the Terms and Conditions are seen as less important, or people simply think they can write what they like, they’re not as fun as social media and marketing and/or not as interesting as writing the content.

Sometimes it is just naivety or arrogance, where company owners think they won’t get a complaint. But they are probably the most important element of the course paperwork. The company could end up spending a lot of time and energy in dealing with a complaint which could impact it financially and reputationally.

I’ve downloaded a course and I can’t open it. What are my rights?

Under the Consumer Rights Act 2015 digital content, you are entitled to goods are that must be of satisfactory quality, as described, be fit for a particular purpose, match the description and be installed correctly, when this has been agreed as part of the contract.

I bought a course but don't want to do it now, can I get a refund?

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have up to 14 days to cancel and get a full refund. The course should not start before the 14 days is up unless you requested it to start immediately.

My course started within the 14 days and I still want to cancel. What are my rights?

You are still able to cancel and not complete the course. However, you will need to pay for what you have received up to the 14 days. For example, teaching time, administration and materials etc.

I completed the course within the 14 days. Can I still cancel?

You have nothing left to cancel and you will not be entitled to any refund unless you have not been happy with the content (see below).

I've started a 1:1 online course, which includes Zoom meetings, etc. I am halfway through and decided it's not for me. What are my rights?

This can be tricky. If you have simply changed your mind, you are not entitled to any refund, as the course has started. Here it will depend on the organisation's Terms and Conditions. You need to remember that whilst you may miss a couple of one hour meetings, the organisation will have done all the work ready for those meetings. In essence you are paying for this preparation time, as well as the delivery time. You may be able to negotiate some kind of discount.

I have started an online 1:1 course, but I am not happy with the content. What are my rights?

Any products must be of satisfactory quality, match the description, be free from defects, and last reasonable length of time. Services must be carried out with reasonable care and skill.

To get a full refund, you would need to demonstrate that this was not the case. Strictly speaking, in the first six months, it is up to the organiser to prove that the fault was not there at the point of purchase. Obviously, it becomes a little bit more awkward with a download than a kettle! Ultimately, though, you will be discussing whether you received what you paid for. You will need to show evidence that the organisation is in breach of the Consumer Rights Act 2015.

This can prove difficult, especially if a company is a one-person band. Try to negotiate amicably at first. Then, if you're still not happy with what is offered, follow the Top 20 tips to complaining effectively and quote the relevant laws and regulations.

I was sold a course that told me I would make "£500 in a month" and I haven't. What are my rights?

You will need to show that you followed all of the advised actions. If you buy a course that promises something and you don't do the things in the course, you cannot expect to get the results! However, if you can show that you have followed all of the actions and came nowhere near what was promised, then it is possible that the company is in breach of the Consumer Protection from Unfair Trading

Regulations, for misleading you. If this is the case, then you would be entitled to a full refund.

I was mis-sold a course. Can I get my money back?

If you believe that you were mis-sold the course or aggressive tactics were used to sell it, you can claim a full refund. See the Consumer Protection from Unfair Trading Regulations.

Buying from outside of the UK (addition page 69)

If you are buying from a UK company, you are protected by UK consumer law. So, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to change your mind when buying online. You have 14 days in which to inform the company that you will be returning the item and a further 14 days to return it. Whether you pay return postage depends on the company's policies.

If the item is faulty, doesn't match description, doesn't last a reasonable length of time or is not of satisfactory quality, then under the Consumer Rights Act 2015 you are entitled to a full refund up to 30 days from purchase and repair or replacement after this time.

Outside of the UK and within the EU you do have these same protections under the EU Directive 2011/83/EU. However, they can be much more difficult to enforce. The European Consumer Centre may be able to help you.

Consumer rights outside the UK/EU (addition page 69)

Businesses outside of the UK but clearly shipping to UK consumers must abide by UK consumer law. However in practice this can be difficult to assert. In reality there is little help and you may have to resort to the Small Claims Court which in some instances may still have jurisdiction.

It is all too easy for Internet retailers to mislead UK consumers into believing that they are purchasing from a company based here. However, a company that falsely portrays itself as being based in the UK is behaving unethically, but not illegally.

The company you have bought from goes into administration (addition page 69)

Your rights remain the same when you buy from a company that goes into administration as any other company. If an item has become faulty, you are covered by the Consumer Rights Act 2015. However, the administrators may just add you to the creditors list and you will be at the bottom.

You have protection from the credit company under Section 75 of the Consumer Credit Act if you bought the item on a credit card and the item cost more than £100.

It is possible that if you paid through your bank you could get your money back through Cashback. This is a voluntary scheme and you will need to check with your bank.

The administrators will want to raise as much cash as possible, so will continue to sell goods if the trader is a retailer. This is where you may find some bargains and if you buy online you should still be able to return within 14 days under the Consumer Contracts Regulations. Remember though, that if any item you buy becomes faulty you may well not be able to return it if no buyer is found for the retailer!

If you have a gift card for the company:

- If the voucher is for any amount over £100 and was paid for by credit card then you have protection from the credit card company under Section 75 of the Consumer Credit Act.

- It is possible that if you paid by direct debit card that your bank you could get your money back through Cashback. This is a voluntary scheme and you will need to check with your bank.

- If the company is taken over by another one it does not have to honour the voucher but always worth checking. They may well be of the opinion that if they honour the voucher that you will return and if they don't you will not go there ever and tell your friends so!

- If you have bought your vouchers through a third party website it is worth contacting them. They do not legally have to refund you the money but they may as a goodwill gesture.

- If the company isn't honouring vouchers contact the administration company as soon as possible. You will be added to the creditors list, along with staff wages, the taxman etc., so it is highly unlikely that you will get your money but you have no chance at all if you don't register your interest!

- Keep hold of your vouchers. Even if the company goes into an administration a buyer may be found which may honour the vouchers.
- Will your Gift Cards keep on giving? for more advice about gift cards

Your rights when half way through a purchase or service with a company that has gone into administration:

- If you have ordered a conservatory and it is half built, you might well be stuck. It will be down to the administrators as to whether they will honour the rest of the work or whether you join the creditors.

- If you have bought an item it may depend on where your purchase is in the system and what the administrators decide to do.

- See above for claiming from the credit card company or bank. You may also be able to claim for finishing off the work.

- If you bought an item online before the company went into administration it will depend on the deal as to whether you will get your item or refund.

Move quickly if a company has gone into administration or if there are rumours it is about to do so:

- Soon as you hear a company may be in trouble use your gift vouchers.

- If you have had that broken item ready to return sitting around waiting to be taken back do it soon as possible.
- If you need to register as a creditor do it quickly. Remember though that you will be very low down the list and if you do get anything back it will be a percentage of the amount. Some administrators will see giving the majority of people a small return rather than fewer people a large percentage as a fairer way of spreading any money left.

Chapter 7: Finance

Consumer Duty (addition page 71)

From the 31 July 2023 the Financial Conduct Authority (FCA) introduced a new Consumer Duty. This aims to make financial firms improve standards and put customers' needs first. It should mean that they have to do more for customers and make it easier for them to complain. Companies must deliver “good outcomes” for customers and prevent “foreseeable harm”.

What the Consumer Duty involves (addition page 71)

The new rules comprise, according to the FCA:

- “A new Consumer Principle that requires firms to act to deliver good outcomes for retail customers.
- Cross-cutting rules providing greater clarity on our expectations under the new Principle and helping firms interpret the four outcomes (see below).
- Rules relating to the four outcomes we want to see under the Consumer Duty. These represent key elements of the firm-consumer relationship which are instrumental in helping to drive good outcomes for customers.”

These outcomes relate to:

- products and services
- price and value
- consumer understanding
- consumer support

The Consumer Duty requires firms to “consider the needs, characteristics and objectives of their customers – including those with characteristics of vulnerability – and how they behave, at every stage of the customer journey. As well as acting to deliver good customer outcomes, firms will need to understand and evidence whether those outcomes are being met.”

Financial institutions will need to provide fair value with prices and quality of products and services that are also suitable. Consumers should expect good treatment and have a strong confidence and participation in accessing markets.

What you can expect from the Consumer Duty (addition page 71)

The FCA says that customers can expect:

- "*helpful and accessible customer support,* so it's as easy to sort out a problem, switch or cancel your product, as it was to buy it in the first place
- *timely and clear information* you can understand, so you can make good financial decisions. This means important information shouldn't be buried in lengthy terms and conditions
- providers to offer *products and services that are right for you*, rather than pushing products and services you don't need
- *products and services to provide fair value.* This should mean you won't be ripped off or have to pay costs you didn't expect. But while your provider should offer you a fair price, it doesn't mean it will be the best deal for you, so you should still shop around
- firms to consider if you're in a *vulnerable situation* when dealing with you. This could be due to poor health or financial troubles, for instance."
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The rules came into force on 31 July 2024 for "closed products or services" which are those which are no longer being sold by a financial services company. For example, a type of savings account or mortgage which is no longer available to new customers.

The FCA also announced a 14-point action plan on cash savings to "ensure banks and building societies are passing on interest rate rises to savers appropriately, that they're communicating with customers much more effectively and offering them better savings rate deals."

How the FCA will monitor the Consumer Duty (addition page 71)

The FCA states that it will monitor key outcomes for consumers. It will be analysing the Financial Ombudsman's decisions on complaints about fees, charges and or inappropriate product or service sales, whether consumers are getting products and services which meet their needs and provide fair value.

It is also going to monitor the products and services that consumers use, and measure what consumers are seeing and feeling and their levels of trust and confidence, including through its Financial Lives Survey. It will "evaluate the success of the proposals by using data from a variety of sources including supervision and authorisation activities, firm management information (MI) and complaints data."

The FCA also says in the guidance above that as it implements the Duty, it will develop further metrics by which it can assess its impact at the level of particular sectors and portfolios, and will ask stakeholders for views and suggestions on potential metrics.

Reporting a breach of the Consumer Duty (addition page 71)

If you feel that a financial institution has breached the Consumer Duty, complain to them. If you are not happy with the response then you can take the matter to the Financial Ombudsman.

Real example of using the Consumer Duty to complain to a bank (addition page 71)

Whilst breathless, homebound and waiting to have a pacemaker fitted, Barclays Bank suddenly prevented Carole from accessing her bank account, without any explanation. They told her (incorrectly) that they were allowed 8 weeks to resolve the issue. In fact, a customer has 8 weeks from starting a complaint with a financial institution to take the matter to the Financial Ombudsman, or the customer can ask for a deadlock letter to take the matter earlier. A financial institution should never be working to an 8 week deadline to resolve an issue.

Carole had to borrow money to get deliveries for food whilst Barclays told her to access a food bank. In addition to this being highly inappropriate advice, particularly when Barclays was at fault, it shows a complete lack of understanding or regard for how referral works. Banks, unsurprisingly, cannot refer people to food banks!
After three weeks without money, I got involved. The bank told Carole she could have a video call. The link for this call never arrived, nor did an explanation or apology.

When she eventually got the call (that I had insisted should be recorded so she could use it to send to the Financial Ombudsman) the bank told her that it would be recorded by Barclays and she would have to make a Subject Access Request (SAR) to get a copy.

Barclays told Carole to visit a bank. Two issues with this: Firstly she had informed them that she was not able to travel. Secondly, she later found out that that bank branch didn't exist! It had closed down!

Other issues included being told someone would come to her house, but they didn't. Ridiculous exchanges on Twitter (as it was then) included social media staff suggesting she use the food bank and receiving calls from people at Barclays who had no knowledge of the history of the situation.

On another call that did not provide a resolution, Carole explained her health. Barclays gave her links to NHS mental health resources! Talk about not taking any responsibility! The irony is that in every correspondence Barclays thanked Carole for her patience, which is such a pointless and stupid thing that so many businesses say when dealing with a complaint. If a company is handling a complaint badly then customers can only wait for a solution, patiently or not.

Barclays refused to deal with me, as a third party, despite Carole's specific permission and request for them to do so. They then told me that the account had had some fraudulent activity associated with it but did not tell Carole that! I still carried on trying to resolve the shocking service issue.

When we thought the matter was finally resolved, I requested and expected Barclays to immediately deliver the card by courier. Instead, they asked her to pay for the card to be expedited to be able to reactivate her account, meaning that it would arrive the day she was due for her operation! It arrived the day she was in hospital.

Barclays told me that they had sent the card to Carole. However, she was in hospital! We had already told them this but they ignored it.

I created and sent Barclays a spreadsheet that detailed every time a call/tweet/email letter was sent or received. There were over 40 touch points where Barclays had been in communication with Carole or myself and each one of them had failed to achieve any resolution and many of them promised action that did not happen. Barclays asked Carole to fill out a feedback form when nothing had been resolved and before I even got involved!

The stress caused, by Barclays appalling service, contributed to Carole having to seek medical help, even before her scheduled heart operation. She was taken into hospital.

I repeatedly informed Barclays of its breaches of the Consumer Duty:

- "...helpful and accessible customer support, so it's as easy to sort out a problem, switch or cancel product, as it was to buy it in the first place..."
- "firms to consider if you're in a vulnerable situation when dealing with you."
- FCA Conduct Rules breaches:
    - "Rule 1: You must act with integrity."
    - "Rule 2: You must act with due skill, care and diligence."
    - "Rule 4: You must pay due regard to the interests of customers and treat them fairly"

- The Consumer Rights Act 2015 states that companies must provide services with reasonable care and skill. Barclays clearly breached the Act in this case.

Eventually I got the account working, an apology from Barclays and £500 compensation for Carole. But many of the issues were still not addressed and Barclays has ignored requests for an updated statement to reflect the continued errors and poor service Carole has received.

Despite numerous requests for a statement that reflected over 40 touch points of failure, (and numerous other Direct Messages in Twitter that were useless), Barclays would only say.

> "Unfortunately, on this occasion we failed to provide the high level of service that our customers can rightly expect to receive, for which we sincerely apologise. We're very sorry for the distress and inconvenience caused to the customer whilst they were trying to access their funds, after there were delays in removing a block which had been applied to protect their account. All blocks have now been removed, and we have offered the customer a gesture of goodwill for the stress and inconvenience caused."

Fast forward four months: Carole put the proceeds of her house sale into the account. Barclays closed the account without Carole's knowledge and without her permission. She went into the branch to be told it was all fine but it wasn't because the card still did not work.

When Carole wrote to the CEO, the person from the complaints department told her that he had 8 weeks to resolve the issue. (It would appear that Barclays' staff are told to say this!) Barclays told Carole that she could only keep the money in the account for six months. The bank told Carole that she would be charged £25 for every £25,000 she moved out of the account. They said if she did it online, she could do it for free. This is yet another breach of the Consumer Duty, not considering vulnerabilities, Carole's age and that she is dyslexic. Discriminating against someone for not being able to use online services is a clear breach of the Consumer Duty. Carole moved her money to Nationwide and was paid £200 by them to do so. Barclays lost a customer due wholly to poor customer service and breaches of the Consumer Duty.

Chapter 8: Utilities

Involuntary PPM – Supplier Code of Practice (addition page 99)

On 18 April 2023, Ofgem published its updated Involuntary PPM – Supplier Code of Practice. The updated code aims to prevent suppliers from forcing some vulnerable customers to have pre-payment meters (PPM) installed or be switched from smart meters to PPM without consent from the customer.

The Code outlines examples of 'high risk' customer groups for whom involuntary PPM should not be used:

"i. they are unable to operate the PPM;
ii. they require a continuous supply for health reasons, eg, heart/lung ventilators, dialysis, etc
iii. they have a medical dependency on a warm home, eg, due to illnesses such as emphysema, chronic bronchitis, sickle cell disease
iv. they are very elderly (85+) without support in the home; and
v. they have chronic/severe or terminal health conditions such as cancer, cardiovascular/respiratory disease and organ failure."

The Ofgem Code also identifies a second group, medium risk customers: over 75s, under 5s, serious medical and mental health conditions and disabilities, and temporary situations such as pregnancy or bereavement. For these households, suppliers must conduct an affordability assessment and if the customer is at risk of significant harm from disconnection because they cannot afford a reasonable level of energy consumption, the supplier cannot proceed with the involuntary PPM.

Real example of various energy company failures (addition page 99)

Claire-Marie, a 33-year-old mother of two, is a vulnerable customer of Utility Warehouse (UW). She had been trying for many months to get the monthly payment date for her direct debit changed to correspond with her pay day and clear the debt on the energy account. However, UW told her that this was not possible. Claire-Marie said that UW staff had been rude and unhelpful.

In fact, Claire-Marie says she is usually very good at complaining. But believes that Utility Warehouse "Makes problem resolving as hard as possible, and it's mentally draining and affected my mental health."

Back in 2021, Claire-Marie had got muddled over one payment and didn't realise that she had missed paying the previous month. For about 8 months she was paying extra on the 15th of the month to try and clear the balance. But, because she was always one month in arrears, the company were cutting off her mobile phone on the

9th or 10th of every month. This contributed to her anxiety and on one occasion meant that she was unable to ring Lifeline, her GP and the West Yorkshire Mental Health Support team. She cancelled the phone part of the contract in February 2021.

UW said that it only allows payment dates on the last or first day of the month but Claire-Marie said that she gets paid in the middle of the month and was trying to sort out a convenient payment method to fit. So, although she was clearing the debt "They kept disconnecting my services, rather than allowing me to pay on the 15th, as I did every time."

After 10 months of trying to sort out the issue, UW installed a prepayment meter for her gas, without informing her that this had been done. In doing so, it seems that UW had not given her a method to make a payment. UW installed the meter on 16 December and didn't inform her until 19 December, leaving no instructions on how to pay! Claire-Marie, her 33-year-old fiancé, 14 and 16-year-old children were without a way to pay for energy for four days. "I honestly felt they were going to leave my family without gas for Christmas!", says Claire-Marie.

A spokesperson for UW said:

> "In the customer's time with UW, our call records show that we have worked with them on a number of occasions to help manage their account"

However, a screenshot I sent UW showing calls made and received on Claire-Marie's phone did not tally at all with the times given by them!

I contacted Utility Warehouse to inform them of their apparent breaches of all four of the following Ofgem standards:

- [Behaviour towards consumers]
- [Providing customers with information]
- [Customer service processes]
- [Considering vulnerable domestic customers]

There were a number of issues regarding the communication with UW. Under Ofgem Standards of Performance rules, if you can't get electricity or gas due to a probable faulty meter, your supplier <u>must</u> attend and repair or replace it within 3 hours (or 4 hours on a weekend or bank holiday). The elapsed time starts at the beginning of the next working day if you contact them out of hours. UW appeared to have breached this standard.

Ofgem rules also state:

> "For unplanned interruptions to your gas supply, you are entitled to at least £60 for every 24 hours it is off. There are also additional payments and provisions available for households on the Priority Services Register, such as alternative heating and cooking facilities."

I got involved and requested that UW switch on the gas for Claire-Marie's family as soon as possible. This would mean the company taking immediate action to put credit on the meter. In addition, I requested appropriate redress for each of the Ofgem standards which were breached and for the poor service that UW had provided.

UW said that its engineer left instructions on how to top up the meter. “Ring” doorbell footage showed otherwise! UW’s response to this was “While we trust the agents to leave the letter behind, we do know that human error can happen. If that is the case here and a mistake has happened, we are sorry and we will give feedback to our third-party contractors.” But this did not acknowledge the effect this had on their customer.

An Ofgem spokesperson said at the time:

> “Customers in vulnerable circumstances being left without power for days or even weeks is completely unacceptable and we take this issue extremely seriously. Ofgem has already taken action against suppliers through our compliance and enforcement action, including our recent review into how energy suppliers treat vulnerable customers.”

As a result of all my emails to UW, Claire-Marie received a phone call from the company offering her £200 plus £66 late payments, plus £18 Debit Legal fees refunded, payment holidays, the opportunity to leave Utility Warehouse without objection and an alternative repayment plan. If Utility Warehouse had resolved the payment plan problem for Claire-Marie, she would not have incurred those charges. This payment was offered on the 23rd December, so a nice Christmas present.

The UW spokesperson said “Since the meter has been installed, we ensured that the customer was kept on supply by providing her with a top up on their meter and through emergency and friendly credit.” However, this ran out without Claire-Marie knowing how to top up.

UW believed that the complaint was closed, having received verbal confirmation in a phone call from Claire-Marie. However, I subsequently told UW that it had not offered the right amount. The goodwill offer referred to service and did not include the £60 a day to which Claire-Marie was legally entitled. So, we emailed on the 4th January, clarifying that the payment plan had been agreed but the complaint was not yet closed.

I continued the complaint with the CEO escalation team (find details of CEOs and their teams at https://www.ceoemail.com). After **SIXTEEN** emails from me, UW finally acknowledged their obligations and offered £60 per day for 4 days plus a further £100 by “way of apology”. It appears that it had taken this lengthy email exchange, the provision of evidence and threats to escalate to the Energy Ombudsman for Claire-Marie to obtain an appropriate pay-out offer and apology.

Once the matter was finally resolved, a spokesperson for Utility Warehouse said:

> “We have worked with the customer to resolve this issue and have spoken with her at length on multiple occasions to try and bring this to a satisfactory conclusion. This includes offering a gesture of goodwill payment, payment holidays, and the opportunity to leave Utility Warehouse without objection and an alternative repayment plan with suitable time to pay arrears. We have now reached a resolution and consider the matter closed. Should they encounter any further issues, we will do our utmost to resolve these.”

UW wanted the payout to be offset against the debt. However, Claire-Marie wished to continue the existing payment plan and have the goodwill gesture and compensation paid into her bank account. I asked UW where the Ofgem guidelines state that compensation can be used against outstanding debt. I didn't get a reply and she received the payment into her bank account.

Faulty meter template (addition page 102)

Add to the end of the letter "Should I not be fully satisfied with your response, I will not hesitate to take the matter further which will include, but not be limited to, taking the matter to the Energy Ombudsman".

Energy Ombudsman (amendment page 102)

Replace "if the company does not provide this" with "if the company provides"

Water (addition page 106)

In December 2024 the Government announced that it would force water companies to increase the compensation amounts. At the point of publishing the compensation rates had still not been released.

Chapter 9: Vehicles

Pot hole damage (addition page 121)

As well as their own inspection programmes, councils also accept notifications of problems from the public. Reports also help show that the council were aware of the issue if there is a problem later down the line and they still didn't fix it. Use the National Street Gazetteer on FindMyStreet to find out who owns the road and to which local authority you should report the problem.

Alternatively, use the official Government "Report a pothole" service:

As with all other complaints, start by gathering your evidence. Write to the local authority and ask for details of their road repair programme. If the council hasn't been properly maintaining a road then this will strengthen your case. Send photos/video evidence of the pothole. Detail the length and depth in the photo, if you can, send a plan showing what happened. Describe the damage caused and, if relevant, include quotes for putting right the damage or copies of receipts and medical notes.

If you hit a pothole and you aren't sure where you are, use the What3words app. This gives you the three random words assigned to an exact location 3 metres wide.

Claim for a specific amount, showing the workings of your calculation.

You can also make a Freedom of Information request to your council, asking for all complaints about the specific pothole. If they have had complaints but not acted, this will really help your case.

Freedom of Information data should give the age of wearing surface, numbers of reports and repairs. If the claim went to court, the judge would decide the matter on whether the average person would say that the surface is "Out of Repair".

If you are not getting a reply to your complaint email the ceo of the local authority, find their email address at https://CEOemail.com

Go to Money Claim Online (https://www.moneyclaim.gov.uk/) in England and Wales. For Scotland go to scotcourt.gov.uk and Northern Ireland NIDirect.gov.uk

Fill in all the details until “submit”. This should include everything that you are claiming for, plus the court costs which vary according to the amount you are claiming. Add in any out-of-pocket expenses, such as travel costs that you may have incurred or will incur in attending court. Then take a screenshot.

Email the CEO, attaching the screenshot, forward the previous correspondence and change the subject line to “email before action”. In the email write that further to previous correspondence you are not satisfied with the response and will be taking the matter through the Small Claims Court.

Chapter 11: Insurance

Holiday insurance (addition page 135)

It will now be the EHIC or GHIC card.

Chapter 12: Holidays and Flights

Booking a package holiday a real complaint example (addition page 143)

You would now use “The Package Travel and Linked Travel Arrangements Regulations 2018” instead of “The Package Travel, Package Holidays and Package Tour Regulations 1992”.

Template letter (amendment page 145)

Replace “The Package Travel, Package Holidays and Package Tour Regulations 1992” with “The Package Travel and Linked Travel Arrangements Regulations 2018”

Real example of gaining redress for staff damaging a suitcase (addition page 148).

Our family went on holiday to Cape Verde. All was good except the driver of the TUI coach threw one of our suitcases down so hard on the ground that it damaged the wheel, making the case unusable.

I messaged TUI whilst on holiday. They said I could get another case which they would refund. However, this was not possible given where we were staying. I also wanted to be sure of having two cases the same.

Once home, I took photos of the damaged suitcase and emailed TUI to say I expected redress.

These suitcases weren’t new by any stretch of the imagination. But I did expect redress to cover the cost of two matching cases.

They offered me £100 or £150 in vouchers. I really hate this, when companies try and get away with tempting you with more that costs them less, along with a risk that you'll never use it.

I contacted the TUI CEO using the email address from https://www.ceoemail.com and explained that the suitcases were Antler and that the offer did not cover the cost of like-for-like and that vouchers were not acceptable. I asked the CEO to provide a more appropriate amount with which I could replace the suitcases.

I received £200 in compensation.

Denied Boarding Regulations (addition page 150)

On the 10 July 2024 the Supreme Court ruled that airline staff sickness is not an "extraordinary circumstance". A pilot had fallen ill and the Court ruled that all businesses have staff who can become unwell. Therefore this should not be extraordinary, so the precedent has been set. BA had to pay the compensation for the delayed flight. Lipton and another V BA Cityflyer Ltd.

Where a strike involves employees of another organisations, e.g. air traffic controllers, an airline cannot be expected to pay compensation for a delay that realistically is outside of their control. However, if delays occur as a result of a strike by an airline's own employees, then passengers should be entitled to compensation.

Chapter 15: Public Transport

Eurotunnel (addition page 177)

If you miss your crossing but still want to travel, you will be placed on the next available shuttle. You may be charged for this but when there have been big incidents, such as heavy traffic due to accidents Eurotunnel have put passengers on the next shuttle for free. You can also change the day and time of your crossing but will need to pay any price difference.

If you no longer wish to travel, you are unlikely to get a refund, so make sure you have travel insurance. However, you will get a refund if you have bought a 'Standard Refundable' ticket or 'Short Stay Flexiplus' ticket. 'Short Stay Saver' and 'Standard' tickets are non-refundable.

Chapter 16: Telecoms

Roaming Charges (replacement page 185)

Due to Brexit, at the end of June 2022, statutory protections designed specifically to protect customers when roaming fell away.

However, from 1 October 2024, under new Ofcom rules, mobile providers must notify customers when they start roaming:

“Providers also need to provide clear, free to access information so customers can make informed decisions about whether – and how – to use their mobile phone abroad. This includes ensuring customers understand any roaming charges, including:

- any fair use limits or time limits that apply;
- that they can set a spend cap to limit their spend; and
- where to find additional information about roaming.”

Chapter 19: Other services

Hairdressers and beauty therapists (replacement page 201)

Consumers using hairdressers and barbers are covered by the Consumer Rights Act 2015. Professionals must provide their services with reasonable skill and care. So, for example, a good hairdresser will undertake a patch test for colour dye.

However, there is currently no trade body or Ombudsman if you have a complaint. The Hairdressers (Registration) Act was passed by Parliament in 1964, with the aim of endorsing hairdressers and reassuring consumers. The Hair Council was created to maintain a register of qualified hairdressers. Registration is voluntary.

If you have a complaint, complain at the time and, if necessary, follow up in writing. A complaint may develop later, such as a reaction to a perm.

For salons which are a member of the National Hair & Beauty Federation (NHBF) and where your treatment cost less than £1,500, you can use its mediation scheme. This costs consumers £12 which will be returned if the hair salon refuses to take part.

Unlike other Alternative Dispute Resolution schemes, decisions are only binding if both parties agree.

You can either write to the Hairdressing Council (if the salon is a member) which will take up your complaint for you and possibly deregister the salon. Or you will need to write in the normal way and threaten legal action.

Beauticians are not regulated by any independent body. The Consumer Rights Act 2015 principle of ‘providing services with reasonable skill and care using products of a satisfactory quality’ applies.

If the beautician is a member of the NHBF then you can apply for mediation via their scheme.

Chapter 20: Parking tickets

Parking fines in Europe (additions page 218)

You might be forgiven for thinking that you can ignore a fine when parking abroad, especially after Brexit. Unfortunately this is not true, as nations share vehicle ownership information. Post Brexit, the letters will automatically come to your home. The authorities in the EU country will send you a letter requesting payment for the violation.

Private parking tickets

Private parking tickets – known as Parking Charge Notices (PCNs) – aren't actually tickets or fines, they are invoices. They are sending you a notice for what they see as a breach of contract.

It would appear that many of the companies in this sector have one simple business model: Grind people down, ignore evidence and just keep going until people pay up. Do not stand for it! Here are some tips for how to protect yourself and how to complain if you receive an incorrect charge and resolve the matter to your satisfaction!

1) Keep evidence of payment. All of it! The actual payment, so screenshot a payment acknowledgement, the bank transfer/credit card statement etc. Keep the receipt.

2) The firm sending you the charge usually won't be the landowner, so you could also write to the landowner. If, for example, the landowner is a supermarket, you could try a two prong attack and write to the manager of the store as well as to the parking firm.

3) You can appeal on a number of issues. This includes showing that the parking had been paid! This happened with a case I took on for *This is Money*. Other possible defences include: poor signage (take photos as evidence), broken pay and display machine (again take photo at the time with date and time shown), you broke down, there was an emergency or that the car owner details recorded are incorrect.

4) When the charge comes from the company, follow their appeals process. This will usually be an appeal internally. Then, if they are a member of either the BPA or IPC, you can appeal to one of those organisations.

5) If the firm is not a member, it cannot get your details from the DVLA which means they can't take you to court if you don't pay! Don't write to the firm, as it will then have the address details it needs to pursue you.

The former UK Government was pushing for changes to the regulations covering private parking firms in the Parking (Code of Practice) Act 2019 but was met with challenges. At the point of publishing no changes have been made.

Chapter 27: Useful contacts

(additions page 253)

Hairdressing and Beauty
The Hair and Barber Council
The Granary
Upper Slackstead Farm
Farley Lane
Braishfield
SO51 0QL
020 8760 7010
https://haircouncil.org.uk/

National Hair & Beauty Federation
NHBF Limited
One Abbey Court,
Fraser Road,
Priory Business Park,
Bedford
MK44 3WH
Telephone: 01234 831965
https://www.nhbf.co.uk/home/

Public sector contacts

Local Government Ombudsman (amendment page 256) should be

Replace with Local Government & Social Care Ombudsman and add its missing the website

https://www.lgo.org.uk/