

In the matter of an Arbitration

The seat of Arbitration is in England & Wales

Under the ADR Procedure for the Alternative Dispute Resolution for Consumer Disputes
(Competent Authorities and Information) Regulations 2015

In accordance with the London Arbitration Centre Rules of Procedure

Date of Award; 12th March 2020

Between;

XXXXXXXXXXXX

(the consumer)

And

Servicing Stop Limited

(the trader)

Decision

Introduction

This is a claim by the consumer for compensation from the trader. The trader is in business servicing and/or carrying out repairs to customers vehicles. I understand customers will contact the trader either online or over the telephone. The trader will collect the vehicle, undertake the service or the repairs and return the car to the customer.

For the sake of completeness, I should add that the trader's nature of business at Companies House is classified under *Other business support service activities not elsewhere*. I understand by this and public information about the trader available over the internet that the trader is a *technology* company who bring together customers and motor vehicle repairers. I do not go further because I have not investigated the relationship between the trader and the actual motor vehicle repairer.

Procedural Background

On 25th January 2020, details of the claim were served upon the trader with instructions to respond to the claim by 17th February 2020. The trader did not respond to the claim. On 22nd February 2020 I made an '**Unless Order**'. The Unless Order provided that unless the trader responded to the claim, the trader be debarred from further defending the claim by the consumer and the claim will thereafter be decided on the evidence filed by the

consumer without further reference to the trader. The date for the trader's response under the Unless Order was 2nd March 2020. The trader has not responded.

The Alternative Dispute Resolution

I believe I should go further and set out details of the ADR scheme operated by the London Arbitration Centre Limited (hereinafter 'LAC'). This information is not immediately relevant to the dispute in this case but may be useful if the decision made herein (or specifically enforcement of the award) is subject to challenge under the Arbitration Act 1996.

In about December 2019, the trader became a member of the LAC ADR scheme after filling out an online form. Before the form can be submitted, the trader is required to enter into an agreement with the LAC. The relevant part of that agreement, so far as this decision is concerned, is that the trader agrees to abide by the decision of the ADR official appointed by the LAC. The text of the agreement which the trader is required to accept is as follows:-

"We agree the decision of the Adjudicator appointed by the London Arbitration Centre in respect of any dispute referred to ADR shall be binding on us."

By similar process, the consumer is required to enter into an agreement to the same effect before submitting a claim to the LAC against the trader. The consumer in this case, amongst others, submitted a claim against the trader after they became a member of the LAC ADR Scheme.

The Absence of a Response by the trader

The trader has not provided a Response to the claim but this is not without explanation. On 23rd February 2020 I advised the consumer, including others, as follows:

To All Parties

This is a note to advise various parties with outstanding claims against the trader, Servicing Stop Limited, about the current situation with their claims. The trader has contacted the London Arbitration Centre (LAC) by email & telephone on 10th February 2020. The trader stated that they had been sending communications to the LAC. These had not been received.

By email dated 11th February 2020, LAC asked the trader to apply for relief from sanction (i.e. apply to have the unless orders already made disapplied) and attach to the application all the evidence relied upon by them about the technical issues they have experienced. On 20th February 2020, the trader indicated that they would communicate with LAC from a different email address.

I am going to allow the trader a short period of time, 14 days, to make this application because the trader is a new member of the LAC ADR scheme and it may well experience technical issues setting up new processes. With this in mind, it is my view that the trader should be allowed say 7 days to solve their technical issues and thereafter, if the technical issues have not been solved, to use postal communications with the LAC.

I believe it is fair and just that I presently hold further determination of the claims

The only other information to add is that the trader stated by email dated 7th March 2020 that 'All data to be with you by tomorrow as per deadline'. Nothing further has been received either by email or through the post.

The Evidence

In accordance with the Unless Order made on 22nd February 2020, I find after reading the evidence submitted by the consumer, that the contract between the consumer and the trader included an implied term that the trader must perform the service with reasonable care and skill in accordance with Section 49 of the Consumer Rights Act 2015 and I find on the evidence submitted by the consumer that the trader provided a service to the consumer but failed to use reasonable care and skill. As a consequence of which the consumer suffered loss.

The loss to the consumer is set out by the consumer as follows:

Write off value of vehicle £6000-£6500.00

The cost of the service £157.06

Barclaycard charge fees/interest £7.70

I find that the consumer lost the use of her vehicle and I assess the value of the vehicle to be £6,000.00. I find that the consumer is entitled to recover the full amount of the cost of the service charged by the trader but not the charges by her bank. These charges to the bank could not be in the contemplation of the parties when the contract was made and as such are not recoverable in law.

IT IS HEREBY ORDERED that the trader pay the consumer the sum of £6,157.06 within 14 days of the date hereof.

Date 12th March 2020

Signed



Mr Ayub Sadiq

ADR Official appointed by the London Arbitration Centre Limited

