

Case 01

Reference to
CISAS

Case Studies

Adjudicators recommendations for good practice:

1. Sometimes a relatively simple problem escalates and causes frustration because the customer contact staff of T¹ is not always able to differentiate between the genuine complaint and one which is not. While the Adjudicators appreciate the pressure such staff is under nevertheless developing listening skills, keeping promises to call C back, contact the technical department or speak to someone in authority could result in the reduction of long running disputes where positions are taken and adjudication results.
2. T should make it clear that C needs to check what connection C is using to access the internet in order to avoid potential confusion over billing rates as C may be uncertain whether access to the internet is via, for example, Pay As You Go, fixed rate dial up or broadband.

Reference to CISAS

The CISAS Scheme (2003 edition) rules 1(d) and 3(f) state:

- 1(d)** *Customers can use the scheme if they have not been able to settle a complaint with the company within three months of putting it through the company's own complaints procedure or if the company has accepted, in writing, that the dispute should be settled under the scheme...*
- 3(f)** *Customers must apply to the scheme within three months of receiving the last reply on the matter from the company.*

T disputed that a matter should be resolved by CISAS upon an *Application to Use the Communications and Internet Adjudication Scheme* having been made by C in November. T believed the case had been resolved in July and as such it did not fall within the scope of the scheme. The issues were what was the date of the last reply from T on the matter and when did the 3 months referred to in rule 3(f) expire.

The Adjudicator decided that the matter was not settled in July because C wrote in August stating it was not settled. Furthermore, T had provided no information to CISAS as to how or why they believed the matter was settled or any details of what the settlement

¹ The customer is referred to as, C, and the communication and internet service provider as, T.

was. No response to C's August letter was received from T which C was reasonably expecting to receive so at that date the 'last' response had not effectively been made. C waited until November and decided to take the matter to CISAS. C therefore had effectively attempted to resolve the matter through T's own relevant procedures. The Adjudicator found that the dispute was at deadlock as T believed it was settled and C did not. T last wrote to C on 3 November referring to the original complaint. The Adjudicator found that this was the last reply on the matter addressed from T to C. The 3 months referred to in rule 3(f) ran from 3 November and would expire the following February. C had made an application dated 3 November which was before the time limit for referring the dispute to CISAS expired. Therefore, the dispute was a valid dispute for CISAS.

Case 02

3½ year old bills

3½ year old bills

C claimed she had cancelled her account with T but had not noticed until nearly 3½ years later that payments were still being taken from her bank account. C asked T to reimburse the payments of £655.59. T had no record of the cancellation request. T's terms and conditions obliged customers to challenge bills within 180 days so they could access records which were not kept beyond six months. T offered a payment of £191 to C.

The Adjudicator decided that the dispute over whether there had or had not been a cancellation request could not be dealt with. This was because there was no clear evidence. The mere fact the account had not been used for 3½ years was not conclusive. T's terms and conditions obliging challenges to bills to be made within 180 days were reasonable and fair. There was a limit on how many historic records could be kept. It is generally recognised a time limit may be set within which complaints must be lodged so complaints can be properly investigated. Although C's claim failed T had confirmed their ex gratia offer would remain open to C.

Case 03

Hard of hearing

Hard of hearing

C used T's Anytime service. He then decided to open a different account. C complained that T's service interfered so much with the new account that C had to terminate the account. T did not terminate his account until about 6 months later. T attempted to charge C for the period when it should have been cancelled. T unilaterally imposed on C a Pay As You Go account. The matter was further complicated because C was hard of hearing and found it difficult to communicate with T by telephone.

The Adjudicator decided there was no evidence to support C's principle assertion that T were in some way adversely affecting C's internet access. T accepted that this matter had taken a great deal of time to deal with and as a consequence had offered C £100 in compensation which he had rejected. The Adjudicator found that the matter had taken far too long and decided that C should receive £300 compensation.

The Adjudicator was concerned that C was disadvantaged when seeking technical support from T by the fact that he was hard of hearing. It was inappropriate to continually refer C to a telephone help line when he had difficulty in hearing what was being said to him particularly when T had an e-mail system to deal with technical issues.

Case 04

Rogue dialler

Rogue dialler

C complained she had incurred excessive phone charges contacting T's technical help desk. She should not have to pay to access technical help, not be held to her one year minimum contract and not have to pay service fees for T's faulty service. T maintained their service was not faulty. It was not T's technical help desk number on C's phone bill but a rogue dialler number which not only explained the high charges but also why C had suffered connection problems. T had tried to resolve the problems until C had refused T's technical assistance. **The Adjudicator decided that T's defence was logical, detailed and supported by records. In contrast C's claim was unsupported also the phone bill C submitted supported T's Defence. Thus C's claim failed.**

Case 05

4 year old bills

4 year old bills

The dispute arose when C upgraded her phone. C believed that the sales staff at T's retail outlet informed her that when she upgraded her phone with a new telephone number her old number had been deleted. In fact C's old number had not been deleted and she was charged for over 4 years even though she had not used the number. C complained that T's bills were designed to deceive.

The Adjudicator in dismissing C's claim decided that C was unlikely to recall what was said to her when she upgraded her phone at T's retail outlet more than 4 years ago. It was an express clause of T's Terms and Conditions that C had to give one month's notice when terminating her account. C had not done so for her original phone and that was why T continued to charge her even though that phone had not been used. It was not the case that C's bills were designed to deceive. T's bills all identified that the original phone was being charged for. It was the responsibility of C to check that the bills matched the services she thought she was receiving.

Case 06

International roaming charges

International roaming charges

C complained that T had acted in breach of its business principles not only of trust, fairness and openness, but also of always endeavouring to put the customer first, as T had not warned C of the high cost of data roaming charges when compared to standard UK prices. T believed they had acted in a fair, honest and open manner in their approach to advertising roaming charges via

a free phone call to customer services and also online. Networks charge a higher rate for accessing network services whilst abroad. It was a reasonable requirement for C to check costs before using the system. When C had requested T's international roaming product a disclaimer had been read to C.

The Adjudicator decided that a disclaimer was read to C and there was nothing improper in the actions of T. It is generally known that overseas usage is more expensive than UK usage, and the costs of usage are available to be checked. By not checking C runs the risk that the costs may be more expensive than C anticipated. For C to assume what will be the charge without checking it, having used the service to find the charge is more expensive and then to seek to reduce the charge on the basis that T should have warned C first because the charge was more expensive relative to C's own perception is unreasonable because T would have to anticipate in advance what the individual perception of C was which would vary according to the knowledge, experience and background of each customer. The claim was dismissed.

Case 07

£7,000 fraudulent calls

£7,000 fraudulent calls

C complained that T should not expect him to pay over £7,000 charges for use by a third party after C had lost his SIM card. Also T should not profit from crime and should have barred the phone earlier. C offered to pay rental charges only. T's Terms and Conditions made C liable to look after his phone and report thefts promptly. C had the option of setting a PIN number as security. T maintained that as C had lost his phone and failed to report the loss promptly C was liable for the charges.

The Adjudicator decided that C had failed to look after his phone and had not reported its loss promptly. C was liable to pay the full charges. T's terms were not unreasonable.

Case 08

Wrong debits

Wrong debits

C complained that she had had a broadband service for less than 1 month but T debited her bank account every month for about 6 months. T did not initially acknowledge the claim, then refunded some of the disputed money and in the following months continued to debit C's account. C was forced to close her bank account to stop monies being taken.

The Adjudicator decided that T should refund C all disputed sums debited from C's bank account and pay £250 in compensation to C.

Case 09

£6,000 fraudulent calls

£6,000 fraudulent calls

For over 6 years the average monthly phone bill of C was about £25. When C was provided with a mobile phone by his employers he did not use his own personal mobile phone but kept it at his home where it would be safe. Each month for the next 3 years C received a bill from T showing

nothing to pay. On 22 December C received a monthly bill for over £1,500. C contacted T and was told to ignore the bill. On 30 December C was contacted by T who asked if C was in possession of his handset as the SIM card was being used overseas. C could not find his handset. C then received further bills for more than £6,000. This amount, like the earlier bill, was generated as a result of calls being made in Zimbabwe and was for the period from 22 November to 29 December. T asserted that C was responsible for the cost of the calls made up until he informed them that his SIM Card was lost on 22 December. T demanded over £3,400 from C for the cost of the calls up until that date. C considered that T should retract the demand for payment because T had a responsibility to protect him from the fraudulent use of his handset. Also T were unable to provide C with a signed copy of the agreement that existed between them and therefore their Terms and Conditions, in particular the ones that related to the cost of fraudulently made calls, did not apply.

The Adjudicator decided that C was bound by T's Terms and Conditions and C was responsible for the cost of the fraudulent calls. C should have protected his SIM card by a PIN. The Adjudicator dismissed C's arguments that it was for T to monitor C's account so that it would not be subjected to fraudulent calls.