

Completed Investigations

During 2002/03, the following systemic investigations were completed that involved code breach issues:

Hutchison/Orange Backbilling

Complaint – Orange backbilling customers for 12 months of handset fees as it had forgotten to bill them.

Relevant Code Clause – Billing Code, Clause 8.2.2

Resolution – Orange agreed that the billing did not concur with the Billing Code and reduced backbilled amounts to 190 days for all customers (including those who did not complain to the TIO).

Vodafone GPRS Mobile Data Pricing Information

Complaint – Vodafone website advertising failing to quote session minimum of 25KB

Relevant Code Clause – PTC Code, Clause 5.1

Resolution – Vodafone altered its website advertising within 48 hours of the complaint being raised. It also agreed to revise any other type of advertising that did not cite the session minimum.

AAPT Billing for Line Rental After Service Disconnected for Non-Payment

Complaint – AAPT sent a final notice to customers stating that their service will be ‘disconnected’ on a specific date, but in actual fact the service was barred, not disconnected.

Relevant Code Clause – Credit Management Code, definition of ‘disconnection’.

Resolution – AAPT has since revised the wording on its final notice.

B Digital – Direct Debit Practices and Air Limit

Complaint – B Digital had attempted to debit a complainant's credit card on more than 50 occasions, sometimes reducing the value of the request to an amount less than the outstanding amount, and having a transaction approved by the customer's bank as a result. In addition, customers being confused by B Digital's ‘Air Limit’ believing it to be a ceiling on their expenditure.

Relevant Code Clause – Credit Management Code, clause 6.2.2

Resolution – B Digital still uses the term Air Limit but has changed the policy so it is less ambiguous. The TIO was not convinced that B Digital was acting in accordance with Clause 6.2.2 of the Credit Management Code.

Just Internet – Unauthorised Preselection Transfer

Complaint – Just Internet transferred consumers' telephone preselection without a Transfer Authorisation Form, or the customers' knowledge that they had purchased a bundled Internet/telephony package.

Relevant Code Clauses – Customer Transfer Code clauses 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11; PTC Code clauses 15.1, 15.2, 15.3

Resolution – Just Internet made commitments regarding code compliance, but very few of the issues were resolved before it went into administration in March 2003.

Telstra Big Pond ADSL & Cable Internet – Excess Usage

Complaint – Consumers receiving large bills for excess usage being unable to verify the usage, and finding the usage meter provided by Telstra Big Pond to be unreliable.

Relevant Code Clauses – Billing Code, clauses 7.3.1 & 7.3.3

Resolution – The TIO has conducted ongoing discussions with Telstra Big Pond regarding the accuracy of its metering, and how usage may be verified. The TIO is pleased with the most recent changes made to the usage meter, and understands that Telstra Big Pond plans further advances in the near future to make excess usage fully verifiable.

Telstra Mobilenet Free SMS

Complaint – Consumer received a bill insert offering ‘Free SMS’ for the rest of the year with a disclaimer that stated: ‘*Offer available to eligible customers only. SMS compatible handset required. Offer limited to one month and 100 free SMS messages per day*’. The test case complainant was advised on multiple occasions when she contacted Telstra Mobilenet that she was not eligible for the offer.

Relevant Code Clauses - PTC Code, clauses 6.6, 8.1, 32.3 & guideline 2

Resolution – Telstra Mobilenet advised that the complainant was in fact eligible for the offer and that the advice she had received on multiple occasions was incorrect. Telstra advised that it would consider outlining eligibility criteria on its advertising in the future to avoid confusion.

Unlimited Internet Plans Subject to AUPs – AOL/7

Complaint – Consumer was migrated to or purchased the ‘Value Plus Plan’ believing that it had unlimited hours and download. However, if a customer was in the 90th percentile they were in breach of the AUP, and their service would be temporarily disconnected.

Relevant Code Clause – PTC Code, clause 6.6

Resolution – AOL/7 changed the wording of the AUP and will ultimately be withdrawing the plan in question from sale.

Unlimited Internet Plans Subject to AUPs – Froggy

Complaint - Froggy has an unlimited Internet plan that is subject to a Fair Go Policy. Customers have indicated that their Internet access speed has been throttled and/or session times limited when the Fair Go Policy is breached. Customers allege that there is no way that they can monitor download/upload, and that the plan is not unlimited if it is subject to the conditions of the Fair Go Policy. The Fair Go Policy included the following conditions:

(b) remain connected to the Internet for periods longer than 250 cumulative hours in any one calendar month, or

c) ...remain connected for an average of 10 cumulative hours per day in any week, or,

d) download or upload an unreasonable volume of data. Froggy has the right to manage the network in relation to customers who regularly use more than 3 times the average, download and/or upload, of the total Froggy customer base.

Relevant Code Clause – PTC Code, clause 6.6

Resolution – Froggy still has an unlimited plan that is subject to an AUP. It has however re-worded the AUP and improved the information available about its unlimited plans such that there would be less chance of a consumer being misled in this regard.

Early Termination Fees – SIM lock (Optus)

Complaint – Consumers being charged large fees for the removal of SIM security

Relevant Code Clause – Consumer Contracts Guideline, clause 5.1 (d)

Resolution – The TIO is not satisfied that the fee is not out of proportion with actual loss.

Early Termination Fees – Landline (Optus)

Complaint – Consumers being charged \$75 cancellation fees for landline telephony.

Relevant Code Clause – Consumer Contracts Guideline, clause 5.1 (d)

Resolution – The TIO is not satisfied that the fee is not out of proportion with actual loss.