

TIO Decision – 18 December 2018

(De-identified for publication)

This document sets out my decision on a complaint from the Representative on behalf of the Company about the Provider.

1 Decision

My decision is the Provider must pay the Company \$72.20 as a Customer Service Guarantee (CSG) payment. The Provider should process the payment as a credit to the Company's billing account within 10 business days of this decision.

2 Background

This complaint is about the Company's telephone service.

On 10 April 2018, the Representative reported a fault with the Company's landline and internet. The Provider offered to divert calls to the number to the Representative's mobile phone and the Representative accepted. The Provider fixed the fault on 16 April 2018.

3 The complaint

The Representative says the diversion did not work and they told the Provider this, but it did not fix the diversion. The Representative said the Company suffered loss while the landline and mobile did not work.

4 The Provider's response

The Provider says it should pay \$72.20 in CSG compensation for the fault period between 10 and 16 April 2018.

5 Reasons

The reasons for my decision are:

- I am satisfied CSG Compensation should be paid from 12 to 16 April 2018; and
- The Representative has not demonstrated the Company suffered any other loss.

5.1 The Company is entitled to a CSG payment of \$72.20 for the period 12 to 16 April 2018

In my proposed resolution dated 30 October 2018, I recommended the Provider pay CSG compensation of \$96.80 for the period 10 to 16 April 2018. I am now satisfied the payment is \$72.20 for the period 12 to 16 April 2018.

The Provider disagreed with my recommendation, saying that, while it agreed it should pay compensation, its view is that the correct amount is \$72.20. I have reviewed the information the Provider sent and agree.

The Representative reported the fault on 10 April 2018. Under the CSG Standard, the Provider was required to repair the fault by the end of the next business day or pay compensation from the day after that, until the fault was fixed.

The Provider could avoid the obligation to pay compensation for a late repair, if it made a reasonable offer of an interim service.

On 10 April 2018 the Representative reported the landline fault and the Provider offered a Personal Interim Phone Service (PIPS) which the Representative accepted. However, the Provider acknowledges the PIPS did not work properly when it was activated.

The Provider's records show the fault was fixed on 16 April 2018 and the Provider tried to contact the Representative to confirm this a number of times. However, the Provider says the Representative did not answer or return the Provider's calls, and the Representative has not provided any information to challenge this.

The Provider's usage records show the Company had a working voice service from 17 April 2018. Given the Provider tried contacting the Representative multiple times from 16 April 2018 to confirm the restoration of the landline, I am satisfied the Company's eligibility for CSG compensation ended on this date.

Under the CSG Standard, a business customer is entitled to compensation at the rate of \$24.20 for the first five business days after the Mandatory Restoration Date, which in this case, was 11 April 2018 and the eligibility period is 12 to 16 April 2018 – total of \$72.60.

5.2 The Representative has not demonstrated the Company suffered any other loss

The Representative has not provided information to support any claim for loss caused by the disconnection.

The Provider is not required to pay the Company any amount over the CSG compensation.

Judi Jones

Telecommunications Industry Ombudsman