

## TIO Decision – 14 February 2019

### (De-identified for publication)

This document sets out my Decision on a complaint made by the Consumer about the Provider.

On 21 January 2019 I advised the parties of my proposed resolution (reproduced in the Appendix). The Consumer has accepted the proposed resolution, but the Provider did not respond.

### **Directions**

The proposed resolution is my final Decision in this matter.

Accordingly, I DIRECT the Provider to pay the Consumer A\$543.71 by 7 March 2019.

Judi Jones

**Telecommunications Industry Ombudsman**

## Appendix

### 1 Proposed Resolution

Based on the information given to me, my proposed resolution of this complaint is that the Provider should pay the Consumer A\$543.71 by 5 February 2019.

This is because the Provider has not substantiated the validity of charges it made to the Consumer's bank account.

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### 2 Background

Approximately four to five years ago the Consumer had an account with the Provider. The Consumer used the Provider's service to make international calls. The Consumer has not used the Provider's services for several years.

### 3 The complaint and the Provider's response

In 2017, the Consumer says the Provider called them to tell them it had charged US\$205 from the Consumer's bank account. The Consumer says they did not authorise the charge and complained to their bank.

Shortly afterwards, a representative from the Provider called the Consumer again and told them the representative would lose their job if the Consumer complained to the bank. The Consumer agreed to withdraw the complaint with their bank to allow the Provider the opportunity to refund the US\$205 charge itself.

In January 2018, the Provider told the Consumer it was unable to process the US\$205 refund because it did not have the Consumer's current debit card details. During this call the Consumer provided their new debit card details to the Provider for it to process the refund. Shortly after the call, the Provider charged the Consumer's bank account a further US\$210 using the new debit card details.

The Consumer says the Provider has promised to refund these two disputed charges on several occasions, but it has not done so.

On 6 September 2018, the Provider emailed the Consumer and requested their bank account information to process a refund of the charges. The Consumer emailed the Provider with this information but the Provider has not processed a refund.

The Consumer would like the Provider to resolve the complaint by refunding them A\$543.71.

The Provider has not provided a response or any information to my office about this complaint.

## 4 Reasons

The reason for my proposed resolution is the Provider has not substantiated the validity of charges it made to the Consumer's bank account.

### 4.1 No substantiation

Despite requests from my office, the Provider has not provided substantiation of the charges it applied to the Consumer's bank account.

On 16 November 2018 my office sent the Provider a notice of investigation, asking the Provider to provide a response to the Consumer's complaint by 30 November 2018. The Provider did not respond to this notice of investigation and has provided no information to substantiate the validity of the two charges to the Consumer's bank account.

In the absence of any response from the Provider, and with the information the Consumer has provided my office, I accept the Consumer's version of events as more likely than not a correct representation of what occurred.

### 4.2 The charges

The Provider charged \$US205 and US\$210 to the Consumer's bank account, for which the Consumer also incurred two international transaction fees of \$7.91 each.

The Consumer provided my office with copies of their bank account statement for the periods between 20 September 2017 and 31 October 2017, and between 15 January and 30 January 2018. The statements show the Provider charged A\$543.71 from the Consumer's bank account: A\$271.80 in October 2017, and A\$271.91 in January 2018.

#### *October 2017 charges – A\$271.80*

On 24 October 2017, the Consumer's bank account statement (see excerpt in Figure 1 below) shows a US\$205 charge by "PROVIDER PTY LTD". This charge includes an international transaction fee of A\$7.91.

#### **Figure 1 Excerpt from the Consumer's bank account statement for 24 October**

*[screenshot of the Consumer's bank statement]*

The foreign exchange rate for United States dollars to Australian dollars on 24 October 2018 meant the Provider's charge, including the transaction fee, resulted in A\$271.80 being charged to the Consumer's account.

#### *January 2018 charges – A\$271.91*

On 23 January 2018, the Consumer's bank account statement (see Figure 2 below) shows a further US\$210 charge by "[the Provider's initials] Group". I am satisfied "[the Provider's initials]" stands for "The Provider". The charge includes an international transaction fee of A\$7.91.

**Figure 2 Excerpt from the Consumer's bank account statement for 25 January 2018**

*[screenshot of the Consumer's bank statement]*

The foreign exchange rate for United States dollars to Australian dollars on 23 January 2018 meant the Provider's charge, including the transaction fee, resulted in A\$271.91 being charged to the Consumer's account.