

Decision – 21 June 2019 (De-identified for publication)

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

On 7 May 2019 I advised the parties of my proposed resolution (reproduced in the Appendix). The Representative has accepted the proposed resolution. The Provider rejected my proposed resolution but did not provide a written response.

Decision and direction

The proposed resolution is my final decision in this matter.

Accordingly, I DIRECT the Provider, within 10 working days of the Representative's acceptance of my decision, to pay the Company \$8,421.60 under the Customer Service Guarantee (CSG) Standard.

Judi Jones

Telecommunications Industry Ombudsman

Appendix

Ombudsman's proposed resolution – 7 May 2019 (De-identified for publication)

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

My proposed resolution is what I believe to be a fair and reasonable outcome, having regard to:

- relevant laws (based on my view of what a Court would be likely to find in all the circumstances), and
 - good practice, including industry guidelines.
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Proposed resolution

Based on the information given to me, my proposed resolution of this complaint is that the Provider should by 28 May 2019 pay the Company \$8,421.60 under the Customer Service Guarantee (CSG) Standard. This is because the Provider is liable to pay the Company \$8,421.60 as compensation under the CSG Standard.

Background

In approximately August 2017 the Company (the business) entered into a contract with the Provider for the Provider to provide:

- internet and landline services for the business,
- a phone system for the business, and
- internet and landline services for the Representative's home.

The complaint and the Provider's response

The Representative complained about problems with the phone system, ongoing outages of the business' landline and ongoing outages of their home landline. After the Provider resolved the issues, the Representative asked for compensation for the impact on the business.

Phone system not working properly

On 23 August 2017 the Representative first told the Provider the business phone system was not working properly. The Representative provided copies of emails they sent to the Provider in September, October and November 2017, reporting the phone system was still not working.

Home phone not working

On 7 March 2018 the Representative told the Provider there was a fault with their home phone (service number xx xxxx xxx1). The Provider told the Representative it could not reconnect the landline until they had a working internet service.

The Representative also reported [wholesaler] had told them [other provider] was provider for service number xx xxxx xxx1. The Representative said they told the Provider about this.

The Provider confirmed the service to the Representative's home landline was restored on 2 July 2018.

Business phone not working

On 10 April 2018 the Representative told the Provider there was a fault with the business' main business number (service number xx xxxx xxx2). The Representative said customers were reporting they would receive a 'disconnected' message when calling the main business number. On 26 April 2018 the Representative told the Provider customers were still receiving a disconnected message when calling the main business number.

On 28 June 2018 the Provider confirmed there was an intermittent issue with the main business number, and it had organised a technician to visit the premises. On 2 July 2018 the Provider believed it had fixed the issue. On 4 July 2018 the Representative told the Provider the fault had not been fixed. On 17 September 2018 both parties confirmed the issue was finally resolved.

Reasons

I am satisfied the Provider is liable to pay the Company \$8,421.60 as compensation under the CSG Standard because:

- the Provider provides the Company CSG eligible services,
- the Provider did not repair the faults for the home and business landline services within the guaranteed repair timeframe,
- the Provider is not exempt from the CSG Standard for these faults,
- therefore the Provider is liable to pay the Company \$8,421.60 for the home and

business landline fault.

The Provider provides the Company CSG eligible services

I am satisfied the Provider provides the Company CSG eligible services.

The CSG Standard says a CSG service is a standard telephone service¹ supplied by a carriage service provider to a customer of a provider.²

The Provider provides the Company service numbers xx xxxx xxx1 (home) and xx xxxx xxx2 (business) as standard telephone services for voice telephony purposes.

The Provider did not repair the faults for the home and business landline services within the guaranteed repair timeframe

I am satisfied the Provider did not repair the faults for the home and business landline services within the guaranteed repair timeframe.

The CSG Standard says the guaranteed repair timeframe ends two full working days after the fault is reported by the customer.³

Home landline

On Wednesday 7 March 2018 the Representative first reported a fault with their home landline service. This means the Provider had until the end of Friday 9 March 2018 to fix the fault. As the Provider did not repair the fault, the Company's eligibility for a CSG payment began on Monday 12 March 2018.

Business landline

On Tuesday 10 April 2018 the Representative first reported a fault with a landline service for the business. This means the Provider had until the close of business on Thursday 12 April 2018 to fix the fault. As the Provider did not repair the fault, the Company's eligibility for a CSG payment began on Friday 13 April 2018.

The Provider is not exempt from the CSG Standard for these faults

I am satisfied the Provider is not exempt from the CSG Standard for these faults because:

- the Provider did not offer the Company an interim or alternative service during

¹ Section 6 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 defines a 'Standard telephone service' is a carriage service for the purpose of voice telephony.

² Section 4 of the CSG Standard, definitions of 'CSG Service' and 'eligible telephone service'

³ Section 11(3) of the CSG Standard says the timeframe applies if the site is an urban centre with less than 10,000 people. The 2011 Census says [Consumer's location] had a population of 7,911

the fault period, and

- the Provider did not notify the Australian Communications and Media Authority of any mass service disruptions that may have applied during the period of the landline faults.

The Provider did not offer the Company an interim or alternative service

I am satisfied the Provider did not offer the Company an interim or alternative service during the fault periods.

The CSG standard says a performance standard does not apply where a provider has made a reasonable offer to supply a customer with an interim service or alternative service and the customer has refused to accept the service.⁴

The Provider did not provide any information to show it had offered the Company either an interim or alternative service for either home or business landline during the periods of the faults.

The Provider did not notify the ACMA of any MSDs that may have applied during the period of the landline faults

I am satisfied the Provider did not notify the Australian Communications and Media Authority (ACMA) of any mass service disruptions (MSDs) that may have applied during the period of the landline faults.

The CSG Standard says a provider will be exempt from complying with a performance standard if non-compliance results from circumstances beyond the control of the provider **and** specific notice requirements are met.⁵

I reviewed the database maintained by the ACMA for all MSD notices meeting the requirements of the CSG Standard for the relevant periods for both home and business landlines. There are no records of the Provider notices. Therefore, there are no MSD periods to reduce the Provider's liability for a CSG payment.

The Provider is liable to pay the Company \$8,421.60 for the home and business landline fault

I am satisfied the Provider is liable to pay the Company \$8,421.60 for the home and business landline fault. This is because:

- the CSG payment for the home landline is \$3,460.60, and
- the CSG payment for the business landline is \$4,961.00.

⁴ Section 7(1) of the CSG Standard

⁵ Sections 21, 22, 23 and 24 of the CSG Standard

Home landline CSG payment

I am satisfied the Provider should make the Company a CSG payment of \$3,460.60 for the home landline fault.

CSG compensation for a residential service is \$14.52 for the first five business days and \$48.40 for every business day after that.⁶

Eligibility for a CSG payment began on Monday 12 March 2018 (see 4.2.1 above). Up to Friday 29 June 2018, this is a total of 80 working days. Five public holidays in this period reduces the working days to 75.⁷ Table 1 shows the calculations.

Table 1 – Calculation of CSG payment for home landline

Days	Rate	Payment
5	\$14.52	\$72.60
70	\$48.40	\$3,388.00
Total		\$3,460.60

Business landline CSG payment

I am satisfied the Provider should make the Company a CSG payment of \$4,961 for the business landline fault.

CSG compensation for a business service is payable on a daily basis of \$24.20 for the first five business days and \$48.40 for every business day after that.

Eligibility for a CSG payment began on Friday 13 April 2018 (see 4.2.2 above). Up to Friday 15 September 2018, this is a total of 107 working days. Two public holidays reduces the working days to 105.⁸ Table 2 sets out the total CSG payment of \$4,961.00.

⁶ Schedule 2, Part 2, item 201 of the CSG Standard

⁷ 5 public holidays deducted, 12 March 2018 (Canberra Day), 30 March 2018 (Good Friday), 2 April 2018 (Easter Monday), 25 April 2018 (Anzac Day) and 11 June 2018 (Queen's Birthday)

⁸ 2 public holidays deducted, 25 April 2018 (Anzac Day) and 11 June 2018 (Queen's Birthday)

Table 2 – Calculation of CSG payment for business landline

Days	Rate	Payment
5	\$24.20	\$121.00
100	\$48.40	\$4,840.00
Total		\$4,961.00

Judi Jones

Telecommunications Industry Ombudsman