

Preliminary View – 14 July 2023

Deidentified

This document sets out my Preliminary View on how this complaint about the provider from the consumer should be resolved.

My Preliminary View is the provider should apply a credit of \$3.78 to the consumer's account, or pay \$3.78 into the consumer's nominated bank account or credit/debit card.

The Preliminary View 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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Contents

1	Background.....	3
2	The complaint and the provider's response	3
2.1	The complaint	3
2.2	The provider's response.....	3
3	The recommended outcome and the parties' response.....	3
4	Reasons	4
4.1	The consumer is entitled to a refund or waiver of \$13 for the service fees charged while the service was disconnected	4
4.2	\$75 is reasonable compensation for the impact of The provider's actions	5
4.3	The TIO decides what information is required to resolve a complaint	5
4.4	Complaint [the other case] was handled separately to this complaint and the consumer and the provider agreed to the resolution.....	5

1 Background

The consumer has account number AAAAAAA with the provider including an internet and mobile service for \$130 a month:

- \$80 Core Internet.
- \$50 Go Mobile Plus.

The service address is [address in Australia]

2 The complaint and the provider's response

2.1 The complaint

The complaint is about:

- Disconnection of the internet.
- Compensation for non-financial loss (eg: time, inconvenience and stress).

2.2 The provider's response

The provider says on 8 October 2022 the internet was disconnected because it received a request from Nbn Co that another service provider had requested to connect the internet.

The provider says on 13 October 2022 it reconnected the internet and applied a credit of \$84.22 to the consumer's account.

3 The recommended outcome and the parties' response

On 31 March 2023 the Telecommunications Industry Ombudsman (TIO) issued a recommended outcome that found the provider should pay the consumer \$75.

This is because:

- The credit of \$84.22 applied to the consumer's account is fair.
- \$75 is fair compensation for the consumer's non-financial loss.

The provider accepted the recommended outcome.

The consumer rejected the recommended outcome.

This is because:

- The TIO has not investigated because it did not request all interactions with the provider.
- The Dispute Resolution Officer told him the provider's 'harassment' would be considered in complaint [another case] and it was not.

- The TIO decided to separate this complaint from complaint [the other case].
- \$75 is not sufficient compensation for the impact of the provider's actions.

4 Reasons

In my view, this complaint should be resolved by the provider applying a credit of \$3.78 to the consumer's account, or paying \$3.78 into the consumer's nominated bank account or credit/debit card.

This is because:

- The consumer is entitled to a refund or waiver of \$13 for the service fees charged while the service was disconnected.
- \$75 is reasonable compensation for the impact of the provider's actions.
- The TIO decides what information is required to resolve a complaint.
- Complaint [the other case] was handled separately and the consumer and the provider agreed to the resolution.

4.1 The consumer is entitled to a refund or waiver of \$13 for the service fees charged while the service was disconnected

In my view, the consumer is entitled to a refund or waiver of \$13 for the service fees charges while the service was disconnected.

Our guide about [faulty services](#) explains a consumer should not be charged for any period where they cannot use their service at all because of a fault the provider is responsible for. In my view, this includes when a provider has incorrectly disconnected a service.

I agree with the recommended outcome that the provider should not have disconnected the consumer's internet service.

The provider's usage information shows the internet was disconnected for five days from 8 October 2022 to 13 October 2022, and the consumer did not have any use of the service during this time.

The provider was charging the consumer \$80 a month for the internet. This is equal to \$2.50 a day. For the five days without service this is equal to \$13.

Based on this, in my view, the consumer is entitled to a refund or waive of \$13 for the service fees charged while the internet was disconnected.

The invoice issued on 6 December 2022 shows the provider applied a credit of \$84.22 to the consumer's account. This is \$71.22 more than the value of the service fees charged while the service was disconnected.

4.2 \$75 is reasonable compensation for the impact of The provider's actions

In my view, \$75 is reasonable compensation for the impact of the provider's actions.

Our factsheet about [compensation for non-financial loss](#) explains we consider claims up to \$1,500 when the provider's actions (or inactions) were unreasonable and the impact of these actions on the consumer was unusual in the circumstances.

I agree with the recommended outcome that the provider's actions were unreasonable.

In my view, the impact of the provider's unreasonable actions on the consumer was relatively low and \$75 is reasonable compensation for this.

I acknowledge at the time of the provider disconnected the internet, the consumer was experiencing challenging life events. I do not dismiss the impact of these events and this stress and inconvenience these events caused him to experience. However, in my view, it is not reasonable to hold the provider liable for the impact of these life events.

As discussed above, the provider has applied a credit of \$84.22 to the account. After deducting the \$13 service fees from this credit, it leaves a shortfall of \$3.78 to ensure The consumer receives \$75 compensation for non-financial loss.

4.3 The TIO decides what information is required to resolve a complaint

Our [Complaint Handling Procedures](#) explain how we handle complaints.

Section 5.2.1 explains the case manager (eg: Dispute Resolution Officer) decides what information we need to consider the complaint.

To investigate this complaint, the Dispute Resolution Officer requested a copy of the provider's customer interaction notes from October 2022, which covers more than the disputed period of time. They then used this information, in addition to other information, to inform their recommended outcome.

In response to the recommended outcome, the consumer said the TIO did not investigate the complaint properly because we did not request all of the account notes. In my view, only the account notes covering the disputed period of time were required. The Dispute Resolution Officer took these notes into consideration.

4.4 Complaint [the other case] was handled separately to this complaint and the consumer and the provider agreed to the resolution

Complaint [the other case] was handled separately to this complaint and the consumer and the provider agreed to the resolution.

We may separate complaints into different files when we think it is reasonable to do so. While each complaint may run in tandem, they are considered separate and independent from each other.

Even if the Dispute Resolution Officer handling this complaint told the consumer that the provider's 'harassment' would be considered under complaint [the other case], the Dispute Resolution Officer was not handling complaint [the other case] and therefore had no part in the resolution for complaint [the other case]

Our records show for complaint [the other case] the provider made an offer to the consumer and the consumer accept this offer to resolve the complaint [the other case]. In line with our Complaint Handling Procedures, complaint [the other case] was closed as resolution agreed.

Senior Lead – Dispute Resolution
Telecommunications Industry Ombudsman
