

PROTECTING CONSUMERS FROM UNFAIR TRADING PRACTISES

SUBMISSION ON CONSULTATION REGULATION IMPACT STATEMENT.

Submission lodged by B Bebbington

I support Option 4, the introduction of general and specific prohibition on unfair trading practises.

The overarching concept should be protection of the consumer and what a consumer would consider to be appropriate conduct of a business.

It should not be, what a legal opinion should be, but what the person in the street would expect to encounter and be protected by in their day-to-day transactions.

The protections must be afforded to all consumers, at all levels of capability and vulnerability at the time of the transaction.

Q 1 Do you agree or disagree with the representation and scope of unfair trading practices identified in this paper? Please provide any evidence to support your position.

I agree with the representation and scope of unfair trading practices identified.

Q2 How do you think unfair should be defined in the context of an unfair trading prohibition? What, if any, Australian or overseas precedent should be considered when developing the definition? Are there things which you think should be included, or excluded, from the definition?

How do you define something is unfair?

If an industry is operating with unfair practises, there should be scope that not only action can be taken against the business that a complaint has been made about, that has led to the investigation, but against their competitors.

For example if a practise is widespread amongst car hire companies in Australia and/or overseas, the scope must exist that all participants must be brought into line, otherwise, this in itself would, by restricting the unfair practise of one business, but allowing competitors to continue, by virtue of no complaint or no scope to investigate an industry or competitors, the competitors would not only be still using unfair practises but would then have a competitive edge over the business that has been investigated and restricted.

Does the legislation or proposed legislation have the ability and scope to ensure industry wide practises are stopped or changed or only for each business that is investigated?

I support the definitions used in the Singapore and EU (and extended UK) legislation.

Undue delay in responding, resolving and investigating matters by a business should also be construed as a practise.

Warranty matters should be reviewed.

We have an issue with our satellite TV decoder (due to the terrain we must rely on satellite free to air TV and have done so since 2000, before the advent of the digital TV initiatives). We are required to post the decoder to Melbourne, for it to be put in queue to be looked at and then a determination will be made if it is faulty and whether it can or will be repaired. The parcel post time alone will be almost 3 weeks. Should businesses be required to have a service point in each state to avoid lengthy delays in warranty issues?

Q 4 Do you agree with the consultation objectives as outlined? If not, why not?

Yes, as the consultation has outlined the issues in controlling and enforcing and has suggested improvements by referring to other countries who have had the legislation in place for decades.

Q 5 Are there any other consultation objectives that should be considered in addressing unfair trading practices in Australia?

None that I can think of.

Q 6 As a consumer or small business, have you suffered detriment from unfair trading practices? Please describe your experience and quantify the impact in monetary terms, if possible

It should be noted that the issues outlined below relating to Telstra are not one offs.

The prepaid migration is automated. Every pre-paid in Australia customer is affected.

The landline issue is claimed by Telstra to be due to end of life of the copper network, which in December 2021, was over 400,000 installations.

Telstra is aware of these issues and has chosen not to resolve any of them for us or for every other Australian- why- because they can get away with it.

TELSTRA LANDLINE

We rely entirely on our two copper landlines for voice communications.

We do not have mobile coverage which is confirmed on the Telstra website.

Telstra testing in June 2023 to see if Telstra could utilise the NGWL (Next generation wireless link) which uses a mobile signal for a landline service, proved that we did not have mobile coverage and could not get mobile coverage with any antenna.

A second tech has also confirmed that she had advised that we do not have any mobile coverage at the property.

Telstra have refused to repair our landlines.

They attempted to force migrate us to 3G NGWL despite Telstra testing that showed we do not have mobile coverage.

On September 4 Telstra wrote that we were being migrated to NGWL and that if we did not change by November 29, our landline would be disconnected.

The letter clearly stated that the change would be conducted and arranged by Telstra.

Only after raising this with the Chairman of the Telstra board at the 2023 Telstra agm, have Telstra agreed that the NGWL will not proceed.

The Chairman of the Board confirmed no copper landline customer will be forced off the copper network until such time as better technologies exists.

Telstra have however stated that they have already stopped repairing our landline and will not repair it in the future.

This includes if there is a loss of dial tone, they will not send any technician to determine the cause of effect any repairs.

We are priority assistance customers, and they are still refusing to attend to the faults which have been continuously faulted since February 2023 and have not provided an interim or alternative service.

A satellite phone was offered in July with a delivery date of August 9.

This has not arrived.

The current faults on one line includes call dropouts, extremely low volume. clicking and interference. The second line has a humm, clicking and interference.

Telstra has repeatedly tried to blackmail us to a service which they have confirmed will not work and which is being shut down in June 2024 (3g shutdown).

It is either unfair trading or unconscionable, with the continued refusal to comply with the priority assistance, Universal service guarantee, customer service guarantee and TCP codes. We have not been provided with any alternative service, customer service guarantee compensation or bill reduction.

The matter has been brought to the attention of the CEO, outgoing and incoming Chairman of the Board and has been handled by the CEO's complaint team.

Last week the TIO confirmed that Telstra can not refuse to repair copper landlines.

I have passed this back to the Telstra CEO complaints team.

TELSTRA PREPAID MIGRATION FAILURE TO NOTIFY OF CHANGE OF PLAN AND FAILURE TO OFFER OR PROVIDE A REFUND OF CREDIT

We have Telstra pre-paid (we recently transferred one service to Woolworths mobile).

On one service it appears Telstra changed the plan in 2020.

We did not receive any notification by mail or email.

Telstra have confirmed we did not receive any advance notification of the change.

We did receive a SMS in August 2022, 20 months after the change occurred notifying us that the change was to occur in December 2020.

Telstra have confirmed we should have been offered a refund or a credit of up to 3 years of talk/time on the new plan.

Telstra have confirmed we did not receive such an offer, as we did not also receive notice of the plan change.

Telstra have refused to refund the significant balance (Telstra indicate in the vicinity of \$1,000) for the credit balance on the legacy account.

Telstra have confirmed the migration notification and offer of refunds is automated, so is not likely to have only affected one customer.

The CEO and CEO's complaint team have been aware of this since September 2022.

I consider that the conduct of Telstra to be inconsistent with the ACL and to be unfair trading in the actions at the time and in refusing to refund.

TELSTRA PREPAID TELSTRA OFFERING CUSTOMERS UP TO 3 YEARS TALK AND TEXT WHEN IT CAN ONLY PROVIDE 12 MONTHS.'

When migrating the pre-paid legacy plans to the current plans, Telstra has issued customers with offers, by email and possibly by SMS or mail, that in exchange for their credit balance they will receive a time and talk time limit.

Telstra however can not provide more than 12 months on prepaid.

Telstra have confirmed this to me, and ACMA have advised that Telstra has stated this is a limitation of their systems.

Telstra have confirmed that they have never been able to provide more than 12 months because their system will now allow that, and a customer must do a physical recharge every 12 months, or their service will be deactivated.

As Telstra knew at the time that they could not provide more than 12 months' time for pre-paid, they therefore could never honour the three-year periods they were "selling" to legacy pre-paid customers.

This has been described as no different from the case the ACCC has brought against Qantas in August 2023, for false, misleading and deceptive conduct by selling tickets on cancelled flights. (ACCC Media Release 31 August 2023).

Therefore, Telstra selling pre-paid plans of up to 3 years when it could not provide the service, to avoid refunding money owed is a clear example of false, misleading and deceptive conduct.

Exacerbated by the failure of Telstra to offer the refunds in the first place, after failing to notify an intent to change the plan, affected customers we further deliberately duped into "accepting" the default of up to 3 years.

The matter has also been brought to the attention of the CEO, Board, and CEO's complaint team, as far back as September 2022.

TELSTRA PREPAID CUSTOMERS SERVICES DEACTIVATED WHILST IN CREDIT

In July 2022, whilst travelling in remote South Australia our Telstra prepaid phone started showing “No Service” in locations where Telstra mobile reception was available. Reception was confirmed by asking other users of phones if they were using Telstra for the calls they were making and receiving.

Whilst staying in the Flinders Ranges where we were advised there was Telstra coverage, we still had “No service” displayed. By using a second phone which had an Optus data only sim we were able to check our account which showed that we were, as expected, in credit with over four months of time and 153 minutes talk credit.

Telstra advised, online over the webchat we had to recharge as our service had been deactivated.

I pointed out we had credit in talk and time, so Telstra reactivated the service. The display went from “no service” to “emergency calls only” to “Telstra”, indicating we now had a working service.

Telstra has since confirmed that our service was deactivated three times between July 2022 and December 2022.

The reason is because we had not recharged the phone for 12 months.

Even though we had four months and 153 minutes talk credit, because of the migration where Telstra has admitted they did not send the notification of the change, offer a refund, and for which they refuse to pay a refund.

The outcome for customers would have been, as we had been asked to by Telstra, to recharge to reactivate the service.

Telstra was therefore using the deactivation of services which were in credit to fraudulently obtain money for services that the customer had already “paid for”.

Telstra’s Terms and conditions and the critical information summary clearly state, that upon running out of time (or talk/data/SMS) you will be able to receive calls, make select calls (e.g. to Telstra to recharge) and emergency calls., for six months after that date. Only when the six months expires will your service be deactivated, and you will lose the number.

This has been brought to the attention of the CEO, Board and CEO’s complaint team since September 2022.

TELSTRA PREPAID CUSTOMERS FORCED ONTO DEARER PHONE PLANS WITH MIGRATION FROM LEGACY PLANS.

In April 2022 for the second pre-paid service, an email was received notifying of the change from a legacy plan to a new plan. The migration occurred in July 2022.

The email offered either.

- a) time/talk combination (up to 3 years as confirmed by Telstra) or
- b) to be changed to Telstra Plus points to purchase merchandise and \$100 kept to ensure credit to use the service until the migration.

There was no offer of a refund of the balance.

Upon contacting Telstra to advise that neither option was acceptable as the balance was over \$400 and the phone was rarely used (No calls in the preceding 6 months other than one billed when the phone was switched off and we were over 2000km away), Telstra automatically offered a refund of the balance with \$100 to be retained for the future credit.

The offer was not accepted and a complain was lodged to seek the \$100 to be refunded as well.

The credit (time) was to expire on June 8, but Telstra would not allow the migration earlier, so we had to recharge, but could not use the \$100 that was retained and subject of the complaint.

No response has ever been received to the two complaints that were lodged.

Upon migration, despite the recharge to December 9, 2022, Telstra used the \$100 to pay for 12 months recharge.

The phone was on a \$30 for 180 days (which became \$30 for 186 days under the migration) however they placed us on a \$100 for 1 year plan, which overrode the \$30 charge.

Telstra's unfair conduct resulted in an increase from \$58.87 per year to \$120.00 per annum (as we had been forced to pay \$30 plus \$100) for 13 months.

Telstra has stated that the emails, which we have sent to them, contain an offer of a refund.

The emails contain no offer of a refund.

Telstra has refused to offer a refund of the \$100 forcibly retained.

Telstra is still refusing to pay a refund.

Telstra has been aware of this since June 1, 2022, and it has been brought to the attention of the CEO, Board and CEOs complaint team.

TELSTRA FAILURE TO OFFER REFUND ON PREPAID BALANCES AND REFUSAL TO REFUND BALANCES

As outlined above, Telstra did not offer refunds again, despite sending a notice of the change of plan.

Telstra has stated sends every pre- paid customer a refund option for every migration.

It has not offered refunds and knows it has not offered refunds.

Further, as outlined above it deliberately withheld money to avoid paying out the refunds.

It has continued to refuse to pay the refund.

Telstra has been aware of this since June 1, 2022, including the CEO and the Board.

TELSTRA REFUSAL TO PAY CUSTOMER SERVICE GUARANTEE

As part of the tactics being used by Telstra not to repair our copper landlines and to force us onto 3g NGWL, which Telstra confirms will not work and is being shut down in June 2024, Telstra is also refusing to pay customer service guarantee payments.

This includes for periods when there have been no dial tones on both services.

It also includes periods where they offered the satellite due to the failures and dropouts on the line. The satellite phone has never been received.

There have been at least 10 missed appointments for which Telstra is refusing to pay CSG. CSG is payable on missed appointments if no other csg event applies. It is Telstra's position that no csg is payable for the periods without phones or for any of the 283 consecutive days of the faults (February 20 to November 29 with no repair likely) and therefore the standard provides that the missed appointments must still be paid for.

Telstra has now stated it has stopped repairing our service and will not repair our service or call out techs to attend to any faults, and that "as Telstra only calculates csg when a fault is rectified, and we are not going to fix your service, you will never receive a csg calculation".

MONETARY IMPACT

The actions of Telstra have not cost us money as we are not reliant on the phones for income.

It has cost considerable time in trying to get Telstra to do something.

There are over 100 emails to and from Telstra.

It is more the ongoing threat of losing our phone lines since August that has had the greatest impact.

The intimidation, bullying, threatening emails, blackmail, false statements both verbally and written, intimidation by Techs when they have visited the site, disrespect shown by the techs, CEO complaint team and the CEO has been the worst I have encountered in decades.

The illegal access to our property (a tech stated he had entered our house and did testing while we were interstate, but withdrew the statement when I asked Telstra whether I or Telstra would take the matter to the police), the fraudulent lodgement of an application in our name, the refusal to withdraw that fraudulent application when the fraud had been exposed and the continued renegeing on commitments given, would have to show the complete disregard Telstra has for its customers, the TCP code, USG, CSG, ACL and common law.

I am well versed in legislation, so what hope is there for the normal person in the street who Telstra acts this way with.

The significant stress deliberately caused by Telstra is indescribable.

Q 7 Have you experienced any difficulties with challenging or disputing a potentially unfair trading practice? Please provide any relevant details

Yes, all the Telstra instances above show the difficulties in challenging or disputing unfair trading practises.

In the Telstra cases, the first contact was on June 1 2022 re the second pre-paid service, July 2022 re the first mobile service, September 2022 questions to the Telstra CEO at the ACCAN conference, Telstra Customer Advocate from October 2022, CEO's complaint team from December 2022 onwards, NGWL section from August 2023, Telstra CEO September 2023 onwards, Telstra Risk and Resilience team September 2023, Telstra 2023 agm October 2023, Questions to the Chairman of the

board from October 2023. At the Telstra agm the CEO took a question on notice and said she would follow up offline. No contact has been received despite reminder emails to the CEO, Company Secretary and new Chair of Board.

In addition, some of the matters were raised with Catriona Lowe (Deputy Director ACCC), Cynthia Gebert (Telecommunications Industry Ombudsman) and Nerida O'Loughlin (Chair, ACMA) at the 2023 ACCAN conference. Nerida has said she will follow up, but I have not yet provided the information requested.

Q 8 What is your preferred reform option, or combination of options? What are your reasons?

My preferred reform option is option 4, as it will give clearly defined events and practises, so that consumers and businesses can see what is or is not permitted, and the option is also likely to lead to better enforcement through the courts if required.

Q 9 Are there any alternative or additional reform options to those presented you think should be considered?

On page 33 of the consultation paper, it refers to the European legislation applying to the economic behaviour or the average consumer or the average member of a group that it is directed towards.

Also in point 4, exploitation of specific misfortune or circumstance”

“In general, commercial practices which are likely to ‘materially distort the economic behaviour’ only of a clearly identifiable group of consumers who are particularly vulnerable (e.g., mental or physical infirmity, age or credulity in a way which the trader could reasonably be expected to foresee) would be assessed from the perspective of the average member of that group. Exceptions apply to common and legitimate advertising practices, including the making of exaggerated statements or statements which are not meant to be taken literally “.

Australian legislation must incorporate and maintain similar definitions and protections for the vulnerable or who have limited education, literacy, and use of and understanding of English as their primary language.

Age is referred to also, which is commonly used in the context of older age, and the inability to respond or understand.

Care must be taken also to include age to refer to the young who are exposed to practises, advertising, and products online and in the mobile phone environment, who are likely to have little understanding of common law and those who are most likely to act because of peer pressure.

The protections shown in the European legislation, of what a trader could reasonably expect to foresee, must be included.

Point 3 of the Singapore legislation also outlines understanding of the character nature and language or effect of the transaction.

3. Taking advantage of consumers

The CPFTA prohibits ‘unfair practices’ in consumer transactions if a supplier has taken advantage of a consumer if the supplier knew (or ought to reasonably know) that the consumer was:

- not in a position to protect his or her own interests

- not reasonably able to understand the character, nature, language or effect of the transaction or any matter related to the transaction
- anything specified in the Second Schedule

Q 4.1 Do you agree with the impact analysis of this option? Are there other benefits or costs that should be taken into account when analysing the impact of this option?

I agree with the impact analysis.

Q 4.2 Are there any consequences or risks that need to be considered when pursuing this policy option? Please provide details.

Only to those businesses who are engaging in these practises because they know they can get away with it.

Q4.3 Would this policy option place any additional financial or administrative cost or burden on small businesses and/or consumers?

For those businesses that trade or operate in UK, European Union and the USA, or any other country that has stronger or more defined unfair trading legislation than Australia, are already having to cover the cost of compliance, ensure the administrative requirements are met.

These businesses are aware of what is considered unfair in those countries and there is no excuse why those Australian businesses are behaving differently in Australia with Australian consumers or businesses, or in the countries without the stronger legislation.

Should the Australian government permit Australian businesses to set up in other countries, so they can gain benefit from unfair trading practises in those countries simply because they do not have the protections in place?

Can the Australian government control what Australian businesses do in other countries?

Are Australian online businesses that are selling products overseas, covered by the ACL and these prohibitions or are they only restricted to the legislation in the country that the product is being sold and delivered to?

The broadest possible protection that can be afforded to Australians and Australian businesses should also apply to Australian businesses trading overseas, or trading online and supplying to overseas consumers and businesses.

Q 4.4 Do you consider a specific prohibition on unfair trading practices in the form of a list or schedule of unfair conduct would be an adaptable policy option for technological change?

The consultation paper does not outline how any additions or variations to the list or schedule would occur.

I am concerned that to add to or vary the list or schedule, would take years.

The process will take time, but often with governments there is a considerable time lag between the first examples of a practise being detected in Australia or overseas, the practise being put into use by Australian businesses, complaints being received, investigation of the practise and a will of the government to act,

If the process involves consultation, such as the one currently being undertaken, including getting agreement from the required states and territories, then a draft of the legislation changes that must be consulted and then it must be put to parliament, the process could be lengthy.

How is it proposed that any additions or variations would be introduced?

Can the ACL have the scope that additions or variations of the prohibitions, by amending the list or schedule, without going through the process, i.e. can a process be established within the legislation that allows a quicker response as issues evolve?

Can there be, for example a trigger that outlines that added items can be added, or a consultative group that can consider new practises.

Q 4.5 Do you consider a specific prohibition on unfair trading practices would sufficiently deter businesses from engaging in conduct that is considered unfair, harmful, or detrimental to consumers?

I doubt that any democratic government or country will be able to deter all businesses from engaging in unfair, harmful or detrimental conduct. There will always be people and businesses pushing boundaries, which is good if it is providing better outcomes in technology, safety, productivity and less environmental impact, but not if it is causing harm or detriment.

The concept of a specific prohibition on unfair trading practises is an immense step forward in providing protections for consumers and businesses and long overdue.

It appears to be the greatest deterrent and weapon against unfair, harmful, misleading and detrimental conduct, that the government, regulators, enforcement agencies will be able to get.

Q 4.6 What types of unfair trading practices should be specifically prohibited? Should they be industry specific or economy-wide?

All the unfair trading practises prohibitions should be economy wide.

If they are economy-wide they will cover all industries and provide the best protection to consumers and businesses currently or potentially impacted.

Industry specific, whilst they may be able to be better defined, will not preclude other industries from using the same practises.

Why would it be considered unacceptable to do a certain practise in the telecommunications industry but okay to do it in the retail food industry?

If the legislation is limited to industry specific prohibitions, then this could give rise to legal challenge of the prohibition, as it targets one industry and would give the belief that it is okay to do the practise sometimes.

Q 4.7 Should civil penalties be attached to a combined prohibition on unfair trading practices? Please provide reasons for your response

It is interesting to note that in the Lenovo Singapore and Want Joint Information Technology case in Singapore, that the outcome was to discontinue the practise.

There is no mention of the remedy to the consumers and businesses who bought the laptops because of the unfair practise of making false or misleading claims about the page refresh speed.

The remedy was to stop the practise, but there is no indication of whether those consumers and businesses who bought the laptops, were entitled to any refund, upgrade to a laptop that provided the upgrade speeds they paid for or whether consumers were able to upgrade to a better laptop with only a price to upgrade which took into account what they had already paid.

Any legislation must also include a remedy for the consumers, in all instances, so that the consumer is not disadvantaged by the practise.

Civil penalties should be attached to any prohibition on unfair trading as a deterrent.

OTHER INSTANCES THAT MAY FALL INTO THE CATEGORY OF UNFAIR/UNCONSCIONABLE OR UNACCEPTABLE PRACTISES

In addition to any specific examples, I have raised under Questions 6 and 7, below are some instances that may or may not fall within the scope of unfair trading or within this review.

They may be able to be addressed or dealt with elsewhere.

NON-DISCLOSURE OF COUNTRY OF TRANSACTION OR CURRENCY OF TRANSACTION ONLINE.

It should be an expectation of consumers that if they go to an 'AU' website that the transaction will be conducted in Australia using Australian currency.

If a consumer goes to an 'AU' website or is provided with a link by an Australian business in an email or on an AU website, that they will be directed to an Australian website, providing protection by Australian regulations and that the transaction will be in Australian dollars.

Likewise, if a company has an Australian office even with a non au address, the transaction should be based on Australian legislation and in Australian Dollars.

RENTALCOVER.COM

A search for rentalcover, shows a page with a Sydney address.

The website does not state that transactions will be in foreign currency.

Quotes are given in Australian dollars.

Even when placing an order there is no indication that the transaction will be done overseas.

Customers should always be made aware that their transaction is being undertaken overseas, so that they can be fully informed and made a decision whether they wish to deal with a business overseas or in Australia.

Customer should always be informed if the transaction is going to be done in anything other than Australian dollars to avoid currency fees.

Customers should always be informed if a transaction in Australian dollars, will be done overseas and will incur currency fees on credit and debit cards.

AGODA

Agoda offer various “rebates” for regular customers.

Three issues surround Agoda.

Agoda cash and cashback rewards are two of the programs.

The expiry term of the programs is apparently flexible, under their terms and conditions.

During covid, when worldwide and Australian travel restrictions existed, the expiry term was reduced to as little as a month, despite the uncertainty about the ability to travel.

However, customers were not notified of the limited expiries prior to making bookings that earned the rebates.

This made the cash back and Agoda cash unusable.

When customers did attempt to use Agoda cash or cashback rewards, you were able to select if you wanted the search to include Agoda cash.

Properties came up showing that Agoda cash was usable and prices taking into account the use of Agoda cash (the balance spread across the number of nights reducing the daily charge).

However, when you selected the property which was showing a price including the Agoda cash, you could not book using Agoda cash.

Agoda cash is only available when the booking is paid in advance, however Agoda displayed that the property would accept Agoda cash and the price if Agoda cash was used, but because it was pay later or pay at the hotel, Agoda cash could not be used. There was no way to use Agoda cash or enter it into the code or discount page.

Agoda should not have advertised that the booking at the property could be made with Agoda cash or that the price was available after using Agoda cash unless it was possible to do so.

The third issue is that discounts do not apply of the advertised price.

A room may be \$150 per night.

However, when you apply a 10% off coupon or a pop-up discount, this triggers a new search, which says the room is now \$160 for the same booking conditions and room and that the discount will be applied. However, this means that the advertised price is \$150 but the 10% off price is \$144, which is only 4% discount.

CAR HIRE COMPANIES NOT PROVIDING DAMAGE REPORTS

Recently car hire companies have discontinued providing any paperwork which shows existing damage to a vehicle or any paperwork for customers to show where damage exists that is not shown on the paperwork.

It now appears that the practise is that customers, who are liable for all damage on the vehicle, must identify and report (including photograph) all damage, even that known to the hire company.

In some instances, the hire company will email a report, which is not available to the customer at pick up.

As hire car providers may already have charged a previous customer for damage, the hire car business should provide the customer with a damage report at the time of collection, in a format accessible by the customer. If the customer can not access emails, then the responsibility falls upon the hirer to provide the report.

Even with express check in where you do not sign anything, or when you sign for the car at the desk, you are agreeing you have received and sighted the inspection report which you have not been shown or sent.

Assessing damage is not always possible. At Tullamarine airport due to being in the multi storey car park with limited lighting, it is not possible to detect all damage as it is not in sunlight.

My recent hiring at Tullamarine, the vehicle was being cleaned and when delivered was done at the exit to the car park, before the boom gate, so there was no opportunity to reverse to a parking spot or out of the flow of exiting vehicles, to inspect the vehicle.

CAR HIRE COMPANIES PLACING RESTRICITONS ON ELECTRIC VEHICLES THAT HAVE NOT BEEN PROVIDED WITH FULL CHARGE.

Recently I hired an electric vehicle.

Upon picking up the vehicle I was told they only had a vehicle with 34% charge.

They offered a combustion engine vehicle (petrol or diesel) and that I could return the vehicle without refuelling.

They did not offer any higher-grade electric vehicles, and when asked higher grade vehicles were all unavailable.

They provided a vehicle with 89% charge which was being cleaned.

However, they placed a condition that as the vehicle was not fully charged by the hirer, that a recovery due to a flat battery would be at my expense, since it was not supplied with a full battery.

It is the responsibility of the car hire company to provide the electric vehicle with a full charge and can not refuse to provide recovery because they have not provided the car with full charge.

ALL CONSUMERS MUST BE PROTECTED BY PREFERRED CONTACT METHOD

Not all consumers have mobile phones.

Not all consumers have access to mobile phone coverage, despite the false and misleading claims that they provide coverage to 99.9 or 99.5 or 99 percent of the Australian population.

Businesses collect landline numbers, work numbers, mobile numbers, email addresses, postal addresses, and physical addresses.

All customers shall be protected that they can nominate the preferred method of contact and shall be afforded protection when businesses fail to use the preferred contact.

We do not have mobile coverage and live and work on our property which does not have coverage, so do not go to a town or workplace that has mobile coverage.

As such we do not use our mobile as a contact.

Recently the Commonwealth Bank sent us an SMS as they believed there was a security issue on a credit card. The contact listed is the landline.

They did not send an email.

My wife received the SMS as she was travelling to Perth, but as we do not use the mobile as a contact took it as a scam.

Later that day when I said I had trouble using the credit card at about the time the bank sent the email, she rang the bank who confirmed that our contact is listed as the landline with a second contact as email, but with no mobile listed by us- that they had indeed sent the SMS.

If a customer selects a preferred or only contact method, this shall be the method.

The business shall rely entirely upon that preferred method and shall not be deemed to have contacted the customer unless they use that method.

If there are alternative methods listed, these can be used only if the primary contact fails.

No business shall be permitted to charge a penalty, discontinue, or disconnect a service or supply, where they have failed to use the nominated contact that they have asked the customer to provide.

For example, a margin call on a margin loan. If the lender has not used the preferred contact and then the alternate contacts, then it shall be liable for any loss or tax consequences of the sale, where it could have been avoided if the correct nominated contact was used.

Telstra, who know we do not have mobile coverage, as they are our mobile provider, have no mobile phone number listed as a contact on either of our accounts.

The mobile phone number is blank on their website.

Since May Telstra have been attempting to contact us on our mobile, rather than our landline.

Despite their repeated assurances that they will not use the mobile as a contact as we do not have the numbers listed as a contact and that we do not have mobile coverage, they continue to ring the mobile and leave messages and SMS.

BUSINESSES NOT PERMITTED TO CHANGE CONTACT METHOD OR CONTACT DETAILS WITHOUT CONSENT.

In August we received a series of emails from Telstra entitled “Telstra service order confirmation” which advised us our new home phone number will be connected soon, and “Thank you for your recent purchase” about our new phone plan, and “Confirmation of changes to your contact details” showing a change of email address.

We were travelling interstate when the first two arrived and had no contact with Telstra.

It turned out that a technician had visited our property with no appointment and had lodged an application in our name for a NGWL service (next generation wireless network).

We had made no application.

We had no contact with Telstra.

Telstra refused to cancel our order, when they acknowledged we had not placed an order or had any contact with Telstra during that period or which may have triggered an order of a product.

The email change was claimed by Telstra because I had sent emails from a different email address to what they had recorded, and their computers analyse contacts and will change the contact details.

No business shall be permitted to change the contact details (phone or email) without the consent or knowledge of the consumer, and no recourse can be taken against any consumer where a business has changed the nominated contact details or method without the consumers consent.

ONE TIME PASSWORDS TO BE ACCESSIBLE TO EVERYONE

The one-time password legislation is clear, the onus is on the provider to transmit the code to the customer.

It specifies the different technologies that are to be used.

Most businesses use SMS only.

Westnet, (TPG) despite being a telecommunications company, only does SMS. Since September 2022 we have not been able to access our account (other than emails) as they refuse to send one-time passwords to anything other than a mobile.

As a reseller of Skymuster satellite services, they should understand not everyone has mobile access.

They have said we have to email our identification documents to verify, each time we need to access the account.

The credit card that they take the monthly direct debit from, has expired, but they are still taking the money out of the card.

The general solution offered for one-time passwords that often only last two minutes, is to drive to the nearest location with mobile coverage, to get the code and come back to the desktop computer.

Submission lodged by

B Bebbington

Email

Ph (low volume, may not be working as Telstra are refusing to repair)

November 29, 2023

Supporting documents

I am prepared to supply supporting documents to show all the issues I have raised with Telstra as they have all been supplied to or are from Telstra.

The 2023 agm is viewable on the Telstra website.

I can provide supporting information I relation to the other companies and industries mentioned.