

Non-Confidential Version Start.

My account of being cheated as a loyal O2 customer by O2 of 260, Bath Road, Slough between September 2010 and February 2018.

I do not require any part of my 4 and a Quarter page response to remain confidential.

The vast financial and industrial scale of this matter in respect of overcharging loyal customers whether honestly or dishonestly by Phone Service Providers was brought originally to my notice during October, 2017 after coming across various Newspaper and/or Online headlines such as: 'How mobile phone companies are ripping you off for being loyal customers' or 'Loyal mobile customers charged for phones they have already paid for'.

It appears that these News articles surfaced around the same time Gillian Guy, Chief Executive of Citizens' Advice following research stated that "The cost of handsets are hidden within some mobile phone contracts giving phone providers a way to exploit their customers".

Furthermore, at around that same time, Nina Bibby, the Chief Marketing Officer for O2 was reported as stating "Charging for phones that have already been paid off does nothing but damage customer trust and the reputation of the industry". It was noted also in that same article that O2 has split the cost of its airtime and handsets since 2013.

One unanswered question is: 'Does it mean that since the year 2013, O2 claims to have done the completely honest thing and stopped charging loyal customers for mobile phones which have already paid for in full during the agreed term of the contract? I certainly know the answer.

One very important point which I have noted is that it was not reported that Nina Bibby had ever made any suggestion that O2 should refund all the amounts back to its loyal customers who have continued to be charged by O2 for a Mobile Phone that they have already paid for in full.

It was therefore well known to O2 during 2013 and thereafter that the company had continued charging loyal customers for 'contract' phones that had been fully paid for but did not do the honest thing by either stop charging for that phone and did not willingly refund monies they had dishonestly and knowingly overcharged their loyal customers.

However, Nina Bibby may have been out of touch with reality by failing to disclose up to 5 years on from 2013 how many of her so called 'loyal O2 customers' were still being charged for Mobile Phones they have already paid for. Her statement was most clearly in defence of O2 but was also a somewhat contradictory statement because her announcement was not based upon completely true facts (from my experience alone).

This included me who had been cheated out of the original monthly cost of a Sony Ericsson C905 Mobile Phone by O2 for a very extended period of time when 'Out of Contract' from the 25th September 2010 up to 6th February 2018.

I agreed at the Yate O2 shop a contract of 18-month term with O2 on 25th March 2009, which included a Sony Ericsson C905 handset and monthly allowance (600 minutes, 500 texts and 512Mb data) for £35 per month. At the end of the 18 months, O2 continued to charge me the full price even though I had paid off the handset in full and final settlement as the agreed contract term was of 18 months duration.

[On completion of the 18-month contract O2 carried on charging the full £35 per month (plus RPI indexation) for the original monthly allowance (600 minutes, 500 texts and 512Mb data) only. The consideration agreed at the commencement of the contract had changed at the end of the agreed term of contract but O2 was still charging me the same unchanged monthly price when 'Out of Contract'.]

From 25th September 2010, I had maintained always regular monthly payments and the monthly charges over time had increased gradually to £39.78 due to RPI indexation for just the original monthly allowance of (600 minutes, 500 texts and 512Mb data), which I also disputed eventually because O2 was, in my opinion, charging RPI on the data, minutes and texts component but dishonestly charging RPI on a now non-existent or fictitious mobile phone that had been paid for already in full.

I am wondering if a lack of O2 training certain of their staff to be honest may have allowed initially this Mobile Phone overcharging scandal to get out of hand and then eventually become totally ignored?

This increase of £4.78 per month accrued over time attributable the Retail Price Index (RPI) was in my opinion grossly dishonest because the RPI was being added on to the original (entire) amount of my monthly bill after the handset had been paid for in full with no honest or moral justification. It would have been slightly less dishonest if O2 was

charging RPI on just the original £35 per month, but then that was still dishonest because the handset had been paid in full and O2 was, in my opinion, hiding behind a very unfair type of contract by failing to recognise and failing to admit with any conscience that they were on the face of it extracting money from a loyal customer very underhandedly and dishonestly.

So what has come to light is that there was never ever a separate O2 Consumer Credit Agreement for my Sony Ericsson C905 phone. So the 18-month Tariff included the Phone together with the Airtime as one entity. This appears to be how the Mobile Phone Service providers have cheated so many loyal customers relieving them of their money on a truly industrial possibly international scale. This fact was not ever brought to my notice at any time by an employee of O2.

In fact it is now, in my opinion, one inseparable entity that was not ever disclosed to me at the Yate O2 shop by the salesman at the 'Point of Sale' over the O2 shop counter. This is why I wanted to gain sight of the complete original contract for the Phone and Airtime because I was not supplied with one in March 2009 at the Yate O2 shop. All I received was a paper till receipt. I have visited the O2 shop on a few occasions but each time I have been refused a copy of my original contract that O2 was basing the recurring monthly payment on.

Nobody from the O2 shop ever emphasised or pointed out to me that the tariff would remain the same ad infinitum from the date the C905 phone had been paid for in full. They were more interested in selling me the 'Phone Package' than bringing to my notice the finer points of the contract. They failed to show it to me and point out how it works. It was never pointed out to me that I had to call the O2 company to cancel or take out a new contract so as a result, the contract remained open on the same tariff.

Despite the consideration (passing from O2 to me every month in exchange for £35), namely for goods (phone) and service, passing to me on a monthly basis during the first 18 Months, the consideration changed drastically after 18 months such that, in my opinion, O2 dishonestly carried on charging the original amount despite the phone being absent from the (ongoing) consideration then after having been paid by me in full hence O2 was shielding behind what I consider to be a not particularly honest and completely transparent contract. The value of the consideration had possibly halved but O2 carried on charging me in full.

I continued to pursue my complaint in December, 2017 through the O2 complaints department initially through their South Africa branch where there was a problem understanding certain of their call-takers' style of speech but finally via their complaints branch in England I got absolutely nowhere. O2 issued me finally with a deadlock letter dated 9 February 2018. I had requested of O2 on several occasions a copy of my original terms of the March 2009 contract with O2 that they were basing my regular monthly payments upon but they refused to provide it to me.

I attempted to ascertain the March 2009 cost of the C905 phone at the commencement of the contract but O2 declined always to provide me with that information either. O2 was basing my monthly original payment plus RPI on a 2009 contract that they could not or would not produce a copy to show me.

I then pursued the matter once again though ending with a perfectly fruitless conclusion through the Office of the Communications Ombudsman during which time I again requested a copy of the original terms of my March 2009 contract with O2 - this was also refused. In this matter the Ombudsman route was certainly a complete waste of my time.

Finally, after the Office of the Communications Ombudsman sided in favour of O2, I made enquiries if the people making the decisions at the Office of the Communications Ombudsman had or needed any legal qualifications when making decisions based on the fairness of mobile phone contracts involving loyal customers being exploited and it turned out that they did not have or need appropriate legal qualifications.

This did surprise me as the number of heads of people affected by this Phone Service Provider Mobile Phone scandal has reached industrial proportions so could be approaching eventually the number of people affected by the PPI scandal.

A few years ago a group of Old Age Pensioners (Senior Citizens) decided to work hard over a religious bank holiday to drill into a Hatton Garden Safe Deposit Vault intending to permanently deprive the owner(s) of their valuables. Most of them got caught, convicted and ended up being locked up in prison. A proceeds of crime order was later made in an attempt to restore the ill-gotten gains to the rightful owners.

However, certain Phone Service Providers appear to have been perpetually cheating their loyal customers up to now with immunity on a vast financial scale much larger than that of the Hatton Garden Heist by continuing to charge for Mobile Phones after their customers have paid

for their phones in full but these perpetrators of this mobile phone scam are still walking free.

In conclusion the O2 Phone Service and Mobile Phone Provider, amongst others, has no intention, as yet, to apologise or to make good for dishonestly continuing to charge for a Mobile Phone that the customer has paid for in full and no intention of repaying back to the customer all the money they have dishonestly charged each month when 'out of contract' into their loyal customer's account.

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