

RESPONSE TO OFCOM AUTOMATIC COMPENSATION CONSULTATION

This is my response to the Ofcom Automatic Compensation consultation. Key evidence in my response includes two letters I received from BT in reply to my claim for compensation for delayed repair to my residential landline, and a cutting from my local newspaper. [X]

[X]

Extensive Experience of Delayed Repairs to Numerous Line Faults

I have a residential landline and a business landline at my home in rural Wales. In the past few years there have been numerous faults in the long telephone lines from the exchange to my home, some leaving a landline unusable for many days awaiting repair. I therefore have a lot of experience of how BT handles fault reports and repairs. [X]

First Key Issue of My Consultation Response: Diverting Incoming Calls from Faulty Landline to a Functioning Line

This safety issue is critically important because it seems to have been overlooked by Ofcom in its consultation on how to protect the interests of subscribers suffering from line faults.

During a fault on a residential line, it is absolutely essential that calls to that line can be diverted to a functioning line, such as another landline or a mobile phone. Otherwise vital calls such as invitations to job interviews may be missed, and even more seriously **lives may be lost**. Some elderly people wear panic buttons to press to call the telephone of a relative in a life-threatening emergency, and an old person may be able to remember and dial only one familiar number when stressed. Children may have their parents' landline number programmed into a mobile to call in an emergency. It is therefore vital to save lives that all emergency calls to a landline number with a temporary fault can be easily diverted to functioning number so a relative, neighbour or friend will be sure to answer the call and arrange for crucial assistance to be provided immediately.

This can be a very serious, persistent problem. The cutting from my local newspaper (Cambrian News of 28th January 2016) enclosed with my letter reported that landlines across a considerable area of my county had still not been repaired after being faulty for over six weeks, and this in an area with little or no mobile signal.

[X]

[X]

[X]

[X]

Paragraph 13 of the BT Telephony Service Terms in force in January 2016 stated:

If we are late . . . repairing a service failure, you may request the following.

a. Daily-rate rental credit or actual financial loss, which is described in paragraph 18 below. You may choose either daily-rate rental credit or actual financial loss (or both).

b. Call diversion, which is described in paragraph 16 below.

Here “request” clearly implies that all such requests for either or both of the options a and b must be granted by BT (note that there is no “or” between options a and b). However, in a call on 27th January 2016 BT claimed this meant a subscriber could choose either a or b, but not both, so as I had asked for call diversion, I was not entitled to any daily-rate rental credit. That must be a totally wrong interpretation of paragraph 13. I got compensation only when I made it absolutely clear I would sue BT through the small claims court if I did not get it.

The situation is now even more outrageous. The corresponding BT Phone and BT Broadband Terms and Conditions¹ that were updated in February 2017 and came into force on 2nd April 2017 state under paragraph 14:

When we’ve caused the problem, you can ask us and we may do the following.

i. (Pay you back for the loss of a service. We’ll work out the refund using your daily charges and the number of days the service was affected by the problem.

iii. Where we’re late delivering or repairing a service, to divert your incoming calls for free to another number of your choice until we’ve provided or repaired that service. We’ll only do this if it’s practical and technically possible.

However, BT says only that “we may do the following”, which leaves open the alternative that BT may arbitrarily decide not to “do the following” in a particular case. That paragraph gives the subscriber absolutely no **right** to any compensation or call diversion, even when call diversion would be practical and technically possible, only the right to beg for these things. It gives BT the right to refuse compensation or call diversion for any reason or no reason at all, and it gives BT the right to discriminate against individual subscribers by compensating or providing call diversion for one subscriber but withholding compensation or call diversion from another subscriber in a virtually identical situation simply because it happens to feel like doing that. It also gives BT the right to continue to charge for a service it is not providing. [X]

[X] The problem as regards compensation would be solved by Ofcom’s proposals on automatic compensation, which I strongly support. [X]

[X]

[X]

[X]

[X]

[X] I think Ofcom should try to ensure all telephone companies offer such a service to protect the safety of their subscribers.

Second Key Issue of My Consultation Response: Handling of My Compensation Claim in 2016

[X] Ofcom’s proposed Automatic Compensation is essential [X]

¹ BT Home Phone and Broadband _ Terms and Conditions February 2017.pdf

I had two related faults on my residential landline lasting from 26th November to 8th December 2015 and from 12th to 26th January 2016.

According to paragraph 11 b of the BT Telephony Service Terms that with great difficulty I eventually found on the BT website, BT guaranteed:

“to repair a service failure in line with the repair service you have chosen, with Standardcare this means by midnight on the third weekday (not including public and bank holidays) after the day you report the fault to us unless a specific appointment date is agreed. We will treat a fault reported after 9pm on a weekday, or anytime at weekends or on public or bank holidays, as if you reported the fault at 8am on the next weekday after the day you reported the fault to us.”

There is no dispute that this means I was entitled to compensation for seven days of loss of service from 1st to 8th December 2015 and eleven days of loss of service from 15th to 26th January 2016 at (according to paragraph 13) my daily-rate rental credit, which paragraph 17 defined as my total annual rental divided by 365.

However, it took me twelve telephone calls lasting a total of two hours, days of email correspondence and two detailed letters totalling two thousand words, plus a great deal of stress and further time wasting, to get BT to pay me the £21.21 of compensation due to me, and BT did not pay me this money until my third monthly bill after I applied for it, during which time I was persistently deceived by BT.

[REDACTED]

Paragraph 20 of the BT Telephony Service Terms said:

How to make a claim

To make a claim under the terms of the guarantee set out in these telephone service terms, you must make your claim within four months of us putting things right. For actual financial loss, you must claim in writing. Please ask for a claim form. This does not limit your additional legal rights as set out in the Residential Standard Terms to make a claim for compensation after four months have lapsed, where BT is liable under the terms of the guarantee.

BT required anyone wanting compensation to “make a claim under the terms of the guarantee set out in these telephone service terms”, but to make it almost impossible for them to do so the terms gave absolutely no information about how anyone should “make a claim under the terms of the guarantee set out in these telephone service terms”. It gave no address to which a claim should be sent or in what form it should be made, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[✂]

[✂]

[✂]

[✂]

[✂]

[✂]

[✂]

Conclusions

[✂]

* Instead, I fully support Ofcom's recommendation that £10 per day be automatically credited to any subscriber for interruption of service for each day after the first two working days of loss of service.

Tudor Wynn-Williams

[✂]

2nd June 2017