

Tribunal meeting number 295

Case reference: 185532
Merchant: Heidi Corkhill trading as Call Support
Type of service: ICSS
Intermediaries: Telecom World Limited
Network operator: TalkTalk Communications Limited

This case was brought against Heidi Corkhill trading as Call Support (“the Merchant”) under Paragraph 5.4 of the 15th Edition of the Code of Practice (“Code 15”).

Background and service operation

1. The merchant is based in the UK and provides an Information, Connection and Signposting Service (“ICSS”) to consumers in the UK (“the Service”).
2. The PSA defines ICSS in the “Information, Connection, and Signposting Services Notice of Special Conditions” as the following:

“Premium rate services, excluding full national directory enquiry service, that provide connection to specific organisations, businesses and/or services located or provided in the UK; and/or which provide information, advice and/or assistance relating to such specific organisations, businesses and/or services”.
3. The merchant contracts with Telecoms World Limited (“the intermediary”), which in turn, contracts with the network operator, TalkTalk Communications Limited (“TalkTalk”).
4. The merchant registered with the PSA on 29 June 2018, but the registration lapsed on 25 June 2022. The Service was registered with the PSA on 30 September 2018.
5. The Service connects consumers to a variety of organisations including, the DVLA, EON, Department of Work and Pensions (“DWP”) and Scottish Power.

Previous relevant cases

6. The Merchant has not previously been the subject of a PSA Engagement or Enforcement case.

The investigation

7. The concerns regarding the Service were first highlighted to the PSA by way of a complaint received on 4 March 2020. By 2 April 2022 the PSA had received 161 complaints about the Service.
8. The nature of the complaints received were that consumers were misled into using the Service, that they were not made aware of the costs of the Service and that they were unaware that it was a premium rate call connection service, as well as expressing concerns regarding the customer service provided by the Merchant.
9. A sample of complaints have been provided below:

“Although I was made aware of the call charges my call got cut off 3 times after being on hold. Giving me a bill totalling £56.32 and still no answers”

“I phoned the DWP for my husband, I rang the 09 number I did not realise that it was a expensive charge, I did not spk to anyone and they cut me off, I thought they were really busy, so I rang again the same happened again, and I spoke to nobody, a day later a lady from bt phoned me and told me abt the charge at this point I was very distressed as we don't have much money”

“Hi I was trying to sort out all the issues with the death of my uncle on behalf of my auntie and thought this number was for hmrc to get a coding to open a bank account for her. I phoned this number was on hold, then a women answered then got cut of so tryed to phone again got cut off before anyone answed. Then was looking at my bt account and saw £90. 71 on it I can't afford to pay this on top of my normal bill”.

Apparent breaches of the Code

10. The PSA sent an enforcement notice to the merchant on 22 December 2022, in which the following breaches of the PSA's 14th Edition of the Code of Practice (“Code 14”) were raised:
 - Rule 2.3.1 – Fair and Equitable
 - Rule 2.2.7 – Pricing
 - Rule 2.3.2 – Misleading
 - Rule 2.6.1 – Complaint Handling
 - Paragraph 4.2.3 – Failure to provide information.

Preliminary issues

11. On 27 February 2023, the merchant made an application to the Chair for another person to attend and make informal representation on their behalf. The application was

considered by the Chair of the Tribunal prior to the Hearing on 28 February 2023. The Chair granted the application.

12. During the hearing on 28 February 2023, the Tribunal considered service of the enforcement notice and was satisfied that the requirements had been complied with.

Submissions and conclusions

Alleged breach 1

Rule 2.3.1

“Consumers of PRS must be treated fairly and equitably”

13. The PSA asserted that the Merchant breached this Rule in two distinct ways. Firstly by failing to include key, relevant information within the promotional material for the Service, which was likely to influence the consumers decision whether to use the Service. Specifically, consumers were not informed that their call would be terminated after a certain period due to the £40 spending cap, irrespective of whether they had been connected to the desired organisation and irrespective of whether their query had been resolved. Secondly, consumers were not provided with the Service as promoted because consumers were disconnected prior to completing their call with the sought after organisation.
14. The PSA relied upon the complaints received about the Service, a sample of which have been provided below:

“Consumer has been charged for calling HMRC on 09011490800 Had been charged from June 2021 however they have not been able to speak to anyone Tried to speak to provider however no response regarding issue and very unhappy Didn't hear anything last year or this year even after they have left a message Was charged in total £92.27 for calls and was never put through to someone in HMRC”

“Although I was made aware of the call charges my call got cut off 3 times after being on hold. Giving me a bill totalling £56.32 and still no answers”

“I phoned the DWP for my husband, I rang the 09 number I did not realise that it was a expensive charge, I did not spk to anyone and they cut me off, I thought they were really busy, so I rang again the same happened again, and I spoke to nobody, a day later a lady from bt phoned me and told me abt the charge at this point I was very distressed as we don't have much money”

“Consumer has been charged by calling 09050040320 ukhelpline After 25mins line cut off when called from mobile and was on hold Called the number twice and after being on hold line cut after 25mins both times Didnt hear pricing when was on the call and has been charged £103 Wouldnt have called if knew”

“Hi I was trying to sort out all the issues with the death of my uncle on behalf of my auntie and thought this number was for hmrc to get a coding to open a bank account for her. I phoned

this number was on hold, then a women answered then got cut of so tried to phone again got cut off before anyone answed. Then was looking at my bt account and saw £90. 71 on it I can't afford to pay this on top of my normal bill”.

15. The PSA explained that in relation to the first limb of the breach, the £40 spending cap derives from the Payment Services Regulation 2017¹, which provides that consumers should not be charged more than £40 within a single transaction when using the Service provided by the Merchant. This is due to the requirement placed on the Network operator by the Financial Conduct Authority (“FCA”) to obtain a small payment services licence in order to bypass the £40 limit, which the Network operator does not have in this case. Therefore, when consumers use the Service provided by the Merchant, the £40 spending cap is applied which results in the termination of a consumer’s call irrespective of whether they had been connected to the desired organisation and irrespective of whether their query had been resolved. The Merchant failed to put any reference to the spending cap within the promotional material and therefore, consumers were not aware that this would be applied when making their decision to purchase the Service, despite the fact it had a significant impact on the Service provided.
16. While the merchant has no autonomy over the decision to obtain the small payments license, the Merchant was aware that the Network operator did not hold one. Therefore, the Merchant was aware, or at the very least, should have been aware that consumers' calls were going to be terminated once the cost of the call reached £40 as the £40 spending cap prevented the cost of the call exceeding this amount. This is key information that the Merchant should have provided within the promotional material as it provided a limit on the duration of the calls, taking into consideration the price points of the Service.
17. At £3.60 per minute the £40 spending cap dictated that the calls would terminate at 11 minutes; and at £1.55 the £40 spending cap dictated that the calls would terminate at 25 minutes. This was irrespective of the how far consumers had got into resolving their query or connecting to the desired company. Had consumers been aware of this obligatory cut off point, this key information could have impacted their decision to use this Service. Providing this key information in the promotional material was the responsibility of the Merchant. The failure to do so led to consumers’ calls being terminated at 11 minutes and 25 minutes with them having no knowledge as to why the calls were terminated as they were not informed about the £40 spending cap prior or even during their use of the Service.
18. In relation to the second limb of the breach, the PSA stated that the complaints received regarding the Service revealed that a significant proportion of consumers were cut off when they used the Service, before being connected to the organisation they were trying to contact. For some consumers this happened several times, requiring them to call back, incurring additional charges. From an examination of the complaints received, 55 out of 161 complainants referred to this issue.

¹ Payment Services Regulation 2017 schedule 1, part 2, 2(l)(ii), [The Payment Services Regulations 2017 \(legislation.gov.uk\)](https://www.legislation.gov.uk)

19. A review of itemised bills provided by two consumers and the responses received from the merchant to requests for information (RFIs), showed several calls made by consumers were cut off at 11 minutes and at 25 minutes. The cut off points of 11 minutes and 25 minutes are consistent with the £40 spending cap, taking into consideration the applicable call tariffs. For the premium rate numbers (PRNs) operating at £3.60 a minute, 11 minutes was the maximum call duration taking into consideration the £40 spending cap. For those PRNs operating at £1.55 per minute, the maximum call duration was 25 minutes in order for their calls not to exceed a maximum cost of £40.
20. The Merchant acknowledged this on 29 June 2020, in response to an initial enquiry made on 18 June 2020, *“One issue mentioned is that often the call can be cut off. This is something the phone networks employ and is not something we have much control over. As far as im aware it’s a relatively recent thing and it varies from network to network. Essentially the customers contract will have a maximum cost ceiling for a single call. Once it reached that it the network cut the call. Its hard to legislate for as all networks have their own rules which can vary between contracts so it becomes complicated”*.
21. On 16 March 2022 the Network operator confirmed it had placed a forced release of £40 on the Service PRNs on all numbers used for the Service except for 09015451956, which was set at a tariff of £6.00 per call to the end users irrespective of the duration of the call.
22. As consumers were not informed within the promotional material they had no knowledge as to why the call had terminated. The query they had called the sought after organisation to discuss was likely to have remained unresolved, resulting in the consumers calling back. The call volume statistics obtained from the Network operator supports that this did occur as 16.15% of individual callers made repeat calls. 9,589 calls were repeat calls at the £3.60 per minute price point and 5,905 calls were repeated at the £1.55 per minute price point.
23. Of the 226,576 unique callers, 91,009 calls were made to PRNs that connected to HMRC and the DVLA. HMRC publishes its performance update quarterly and this data demonstrates that:
 - the average speed of answering a customer’s call from April 2020 to December 2021 on a quarterly basis was between 8:55 and 15:23 minutes
 - the percentage of customers waiting more than 10 minutes to speak to an advisor from April 2020 to December 2021 on a quarterly basis was between 38.6% and 51.2%
24. Therefore, the above HMRC data indicates that a significant proportion of its customers would be on hold waiting to speak to an advisor for at least 8:21 minutes from April 2020 to December 2021. For consumers using the Merchant’s Service to connect to HMRC, unbeknown to them, the average call waiting time between these months would have taken up the majority of the 11 minutes before the forced release terminated the call. Therefore, despite paying at a premium rate using the Merchant’s Service to connect to HMRC, consumers would have been unlikely to have had their

query resolved having spent the majority of this time on hold, necessitating a call back and further costs being incurred while on hold again.

25. The forced release particularly affects those consumers who used the Service in order to connect to organisations with long average call wait time, such as HMRC. This is because these consumers had less chance of the calls being connected to the desired organisation taking into consideration the longer call wait times and high price point, resulting in the value of the Service to the consumers being non-existent.
26. The PSA stated that the total revenue generated from calls to the Service being cut off at the £40 spending was £1,417,000.
27. The PSA submitted that this amounted to the unfair and inequitable treatment of consumers by the operation of the Service in breach of Rule 2.3.1, between December 2019 and December 2021.
28. While the PSA accepted that the forced release itself was not within the Merchant's remit to control, they were clearly aware of it and therefore it was their responsibility, in preventing consumer harm, to make consumers aware of the consequences of this mechanism through the promotional material used for the Service and to ensure that wherever possible consumers were able to receive the service they were paying for.
29. In considering whether consumers were being treated fairly when using the Service, the Merchant could have considered taking into account the £40 spending cap, more carefully the organisations the PRNs connected to, the high price point and the waiting times that were applicable to particular organisations such as HMRC.
30. The Merchant provided a response to the breach, stating the rules surrounding the £40 cap are not widely known across the industry and even when they try to locate information regarding this issue, it was not readily available. The Merchant blamed the PSA for not providing further information and assistance on this issue.
31. The Tribunal questioned the PSA during the Hearing regarding the use of this Rule to target this type of consumer harm and the PSA explained that there were a body of complaints that emphasised that this was a real issue, particularly with this case because of the high price point.
32. The Tribunal noted the PSA's explanation of the connection between the high price point and call wait times, which created a high chance of consumers being cut off before they had their query resolved. This resulted in the consumers receiving no value from the Service.
33. The Tribunal found that there was nothing on the promotional material that would have let consumers know that they would be cut off once the £40 spending cap had been reached and when they were cut off, if their query had not been answered, they received no value from the Service. The Tribunal acknowledged that the responsibility in relation to the £40 cap was not that of the Merchant and was not a requirement of the Code. The Tribunal also recognised that the Merchant had limited knowledge of

what was required by the Regulations², in relation to the £40 spending cap, but this provided no defence.

34. The Tribunal noted that it was the responsibility of the Merchant and a requirement of the Code for the Merchant to act in a way that was fair and equitable to consumers. The Tribunal concluded that the Merchant had failed to act in this way.

35. Therefore, the Tribunal was satisfied on the balance of probabilities that a breach of Rule 2.3.1 had occurred.

Decision: UPHELD

Alleged breach 2

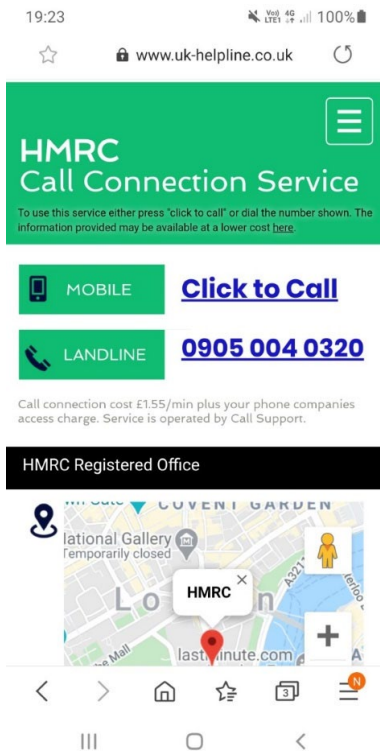
Rule 2.2.7

“In the course of any promotion of a PRS, written or spoken or in any medium, the cost must be included before any purchase is made and must be prominent, clearly legible, visible and proximate to the premium rate telephone number, shortcode or other means of access to the service”.

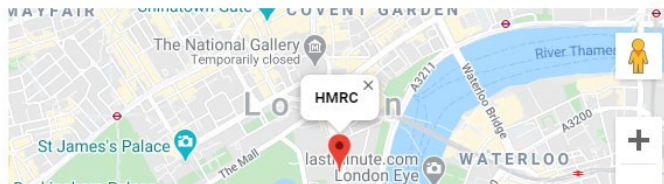
36. The PSA asserted that the Merchant failed to meet the requirements set out in Rule 2.2.7 of the Code 14 as there was a failure to ensure that the cost of the Service detailed within its promotional material used between December 2019 and December 2021 was sufficiently prominent, clearly legible, visible and proximate to the call to action button.

37. The desktop and mobile versions of the promotional pages (below) were submitted by the Merchant to the PSA on 29 June 2020.

² [The Payment Services Regulations 2017 \(legislation.gov.uk\)](https://www.legislation.gov.uk)




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38. The PSA suggested that the use of “Call connection costs £1.55/min plus your phone companies access charge” in the promotional material amounts to unclear descriptions of the pricing. A clearer description would be “£1.55 per minute plus your phone company’s access charge”.

39. The desktop promotional material containing pricing information was in black font against a blurred, dark background. This reduced the clarity of the wording, in that it was diluted, and did not stand out as much as it should have. This led to key information being far less prominent than the click-to-call and premium rate number buttons which are significantly more prominent in comparison. These buttons are significantly larger, in a blue font against a white background.
40. The mobile version of the promotional landing page was also submitted by the Merchant on 29 June 2020. The pricing was in faint grey font against a white background, thereby reducing the clarity of the wording, in that it is diluted, and stands out less, resulting in the key information far less prominent than other information appearing on this page, making it highly likely to be missed.
41. The PSA asserted that both the desktop and the landing versions of the promotional material failed to make the obligation of payment by the consumers clear on the click to call buttons. The consumer was simply invited to activate the click-to-call button. It was also noted by the PSA that the pricing information was displayed in a much smaller font size and less vibrant colours when compared to the call-to-action buttons. Additionally, the pricing information beneath, rather than immediately before or above, the call to action made the pricing information insufficiently proximate. This meant that key information, relevant to the purchase was insufficiently prominent, less visible and required close examination. Thus, consumers were unlikely to view the key pricing information relevant to their purchase, when choosing whether to use this Service, before triggering the call to action button.
42. In addition to the promotional material provided by the Merchant, the PSA also relied upon the complaints received. In total 161 complaints were made regarding the Service and a number of the complainants stated that they were unaware of the cost of this Service. A few extracts from the complaints received are detailed below:

“The number I called was as follows: 09050040300. I was informed the call was free of charge and I was put on hold for 30 minutes and was never able to speak to an advisor. I later received a text from my service provider EE informing me that I have been charged £41.59! I immediately contacted EE and was advised that the number was in fact a premium number.”

“Hi,

She googled income support and this 0905 number came up. Unbeknown to her it is a premium rate number and could not get through to anyone

She tried again on the 18th March and again she was put on hold with no human answering and eventually hung up. To our surprise and great distress we have been charged a whopping £42.08 on this day as well as smaller charges the previous couple days. Obviously now it appears this must be a hoax number and we would be grateful if you can investigate and advise how we can get a refund for these charges please.

I look forward to hearing from you”

“Rang the number 09050040320 trying to connect to HMRC and wasn't made aware of these charges it charged me to connect to HMRC when I could of rang direct if the company was clear in this services provided”

“I was speaking with citizens advice bureaux regarding my wedding for 25 minutes and have been charged £45 no one told me I was getting charged for this phone call!”

“Being due a large tax refund from HMRC I needed to speak to a HMRC adviser. I googled how to contact them and a Call Connection Service came up looking official with a number to ring 0905 004 0320 to speak to a HMRC adviser and with HMRC logo and address. I made 2 calls on 10 June which because of the wait due to the Corona virus lasted 45 mins. On each call I was cut off before my queries could be answered. I have received my bill from Sky showing that each call has cost me £48. I was totally unaware that it was a premium rate number and as an OAP on a limited budget this has really distressed me. I did contact Sky but they said there was nothing they could do and having spoken to another HMRC adviser yesterday she said they were unaware that they were being contacted via premium rate numbers. I am not sure who I should be contacting to request a refund of these charges - are you able to help?! I look forward to hearing from you”

43. The Merchant sought compliance advice on the issue pertaining to the clarity of the wording, the click-to-call button and the font size. The advice was provided by the PSA on 3 December 2018, but this was not implemented in full by the Merchant.
44. The PSA submitted that the overall effect of the issues detailed above created a very high likelihood of consumers missing key pricing information, which was relevant to their decision whether to choose to pay at a premium rate for the Service. Consumers were unaware of the cost of the service before using the PRN demonstrated by the complaints received.
45. The PSA asserted that for the reasons detailed above the Merchant breached the requirements set out in Rule 2.2.7 of the Code between December 2019 and December 2021. The PSA also brought to the Tribunal’s attention the fact that the Merchant provided a list of PRNs used for the Service, which indicated that some of the numbers were live from November to December 2018. The Merchant, however, failed to submit promotional material covering this period. This prevented the PSA from determining whether the earlier promotional material breached the requirements of the Rule.
46. In response to the alleged breach, the Merchant stated that the compliance advice was acted upon as best as it could have been. They viewed the points raised as recommendations, not requirements of the Code. They attempted to implement the changes, but it affected the mobile version, arguably making it worse and as 99.8% of the site traffic was through the mobile version they felt it would be irresponsible to make the changes. They also found some of the advice difficult to implement.

47. The Tribunal was of the view that there was a lack of clarity in the wording and that key information was not easy to see. The Tribunal found that the size of the font made the key information hard to read. The Tribunal also noted that compliance advice was not acted upon in full, although noted that the Merchant had demonstrated a willingness to engage.
48. The Tribunal was satisfied for the reasons set out above that a breach of Rule 2.2.7 had occurred. Accordingly, the Tribunal upheld the breach.

Decision: UPHELD

Alleged breach 3

Rule 2.3.2

“PRS must not mislead or be likely to mislead in any way”

49. The PSA stated that the Merchant breach this Rule in three distinct ways. Firstly, the desktop and mobile promotional material submitted by the Merchant on 29 June 2020 did not clearly and prominently state (where it was factually the case) that the assistance provided through the Service was directly available from the sought-after organisation at a lower cost. By way of example, the PSA relied upon the promotional material that stated *“the information provided may be available at a lower cost here”*. The HMRC website does in fact have several lower costs numbers to access the service, so this was a matter of fact. Therefore, the PSA stated that the suggestion that the information “may” have been available at a lower cost was misleading. Consumers should have been informed that the information was, in unequivocal language, available at a lower cost. This information should have been prominent and clear, which it was not. The font size was smaller than the call-to-action button and the font used was black which was contrasted against a blurred background so it reduced the clarity of the wording.
50. While it was made clearer on the promotional material submitted by the Merchant on 2 February 2022, this key information was still not clear and prominent.
51. The PSA asserted that the combination of the lack of clarity of factual information given and the prominence issues on the earlier version of the promotional material, contributed to the overall misleading impression that the Service was affiliated to the sought after organisation; and was providing information that was not otherwise available elsewhere. It had the effect of drawing the consumer’s attention away from this relevant key information which would otherwise inform their decision whether to proceed to pay at a premium rate in order to contact the organisation they were seeking; or to visit the relevant organisation’s website for the lower cost telephone number.

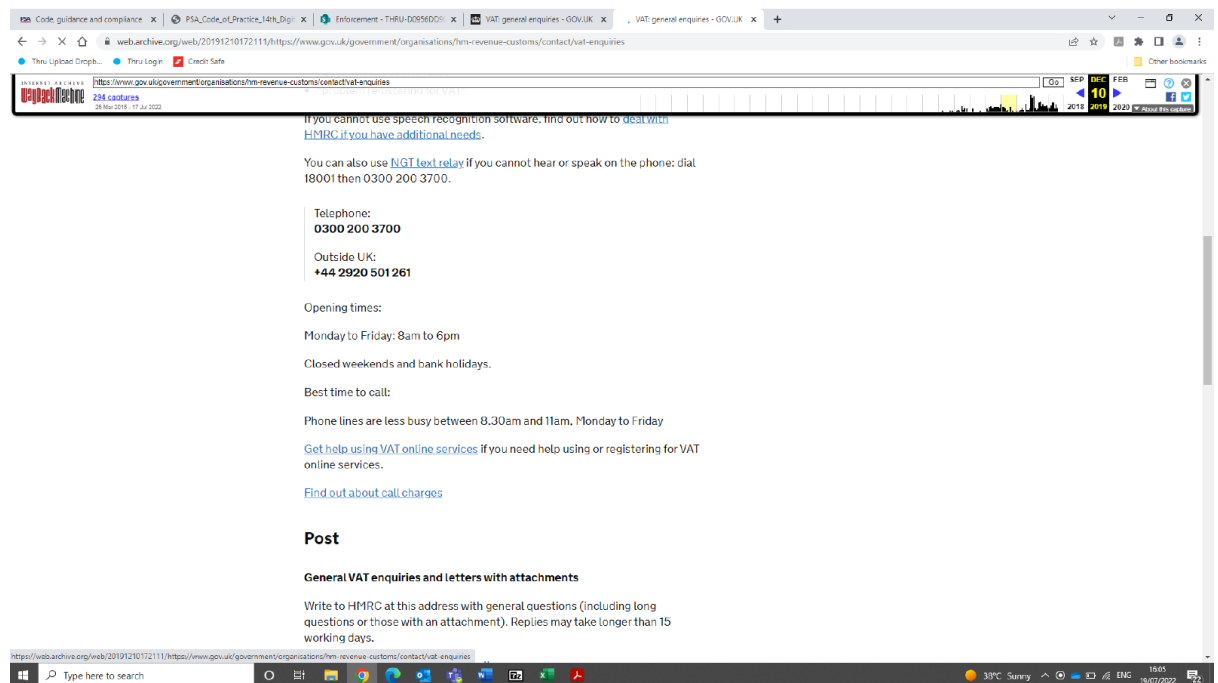
52. The PSA acknowledged that the Merchant did later correct the factual nature of the statement by stating that “*the information provided is available at a lower cost here*”. However the amended promotional material still contained the prominence and clarity issues resulting in the consumers possibly missing the information and using the Service without obtaining all the relevant, key information.
53. Secondly, the overall appearance of the promotional material submitted by the Merchant, on 29 June 2020 and 2 February 2022, gives the impression that the Service is run directly by the sought after organisation by:
- use of the heading “[Organisation] Call Connection Service”
 - inclusion of the address and a map providing the location of the sought after organisation and a section detailed “General Information” about the sought after organisation
 - the use of “helplines” within the URL used to promote the Service and, “HMRC Helpline General information”, as well as “[ORGANISATION] HELPLINE TIPS”
54. This promotional material was used between December 2019 and December 2021 and the PSA stated that this had the potential to mislead consumers, particularly because this header is more prominent, given its larger font size, compared to the font size used for key information about the Service that is relevant to a consumer’s decision to purchase.
55. The promotional material submitted by the Merchant includes a map of location for the sought after organisation. The desktop landing pages also include the address and general information for the sought after organisation. The use of a map and address does not appear to serve any purpose for a call connection service. Instead, the inclusion of this overall information gives the impression that the Service is run by the sought after organisation, contributing to the factors that led to consumers being misled.
56. The PSA also stated that use of words “helplines” within the URL used to promote the Service and “HMRC Helpline General information”, as well as “[ORGANISATION] HELPLINE TIPS” within the General Information, was misleading to consumers as they were led to believe this was a HMRC helpline rather than a call connection service. This further contributed to the impression that the Service is run by the sought after organisation.
57. When the factors detailed above are combined, the PSA asserted that consumers were misled into believing that they were contacting the sought after organisation directly, as opposed to using a call connection service. This confusion is reflected in the complaints received by the PSA. A few extracts are detailed below.
- “consumer has been charged, consumer rang the number thinking it was for HMRC, consumer says she has sent them two emails but they only responded back to one, consumer has not been offered a refund,”*
- “Was trying to contact tax office to have my tax code changed when I went on line it give this number as tax office number charged me 53 pound they not the tax office they refusing refund”*

"I thought I was calling Trading Standards but today EE called to tell me I had been charged £40 for the call and I had dialed a call forwarding service which I wasn't aware of. I will be charged on my next bill so I cannot provide the bill yet. from them since, consumer says she was not made aware of any pricing,"

"I find the phone number for child benefit customer service. The number is under child benefit line on google. I have been charged 31£ for 18 minutes...I did not reach anyone just wait for someone to pick up in child benefits line. from them since, consumer says she was not made aware of any pricing,"

58. Lastly, the desktop landing pages submitted by the Merchant advised consumers within its "General Information" on the best time to call the sought after organisations. However this information does not align with the opening times of the organisations.

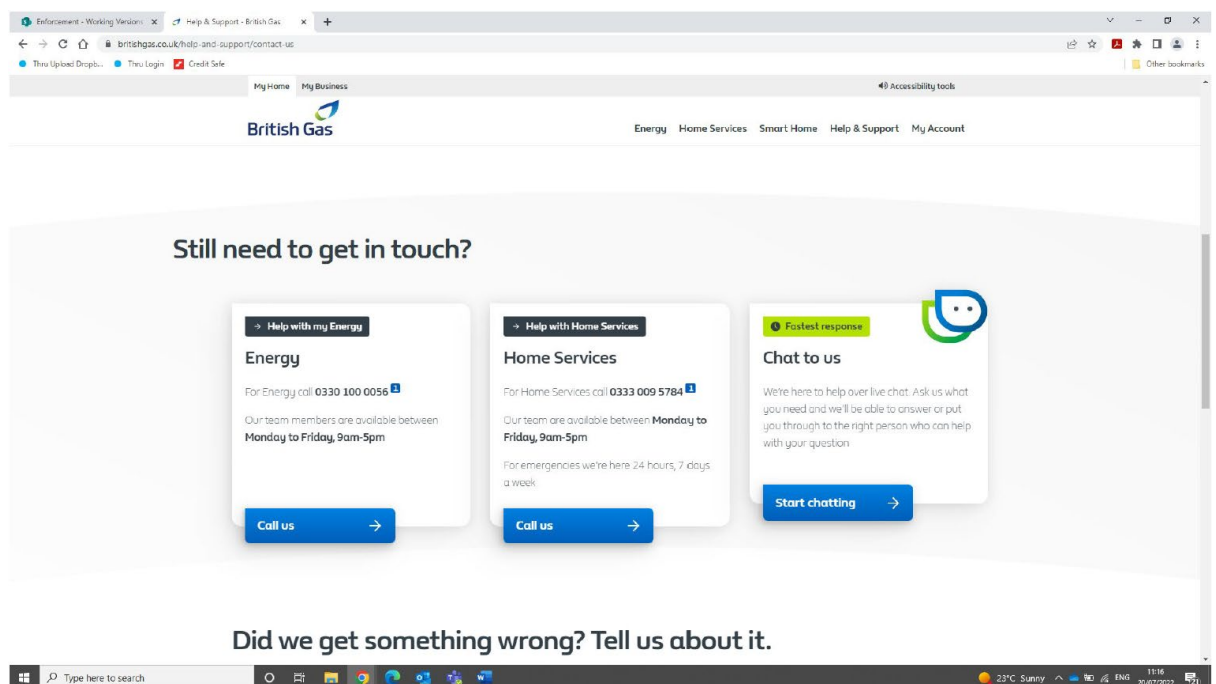
59. The landing pages submitted by the Merchant on 29 June 2020 for HMRC advised consumers "calling on a Saturday (before 4pm) can result in a much quicker time to answer". However the HMRC VAT general enquiry line provided on <https://www.gov.uk/government/organisations/hm-revenue-customs/contact/vat-enquiries> advises that they are closed on weekends. The screenshots evidence that HMRC does not appear to have been open on a Saturday at any time between December 2019 and December 2021.



60. The desktop promotional landing used between December 2019 and December 2021 advised consumers to "call before 9am or after 6pm". However the HMRC VAT general enquiry line provided on <https://www.gov.uk/government/organisations/hm-revenue-customs/contact/vat-enquiries>

[customs/contact/vat-enquiries](#) indicated that it was open from 8am to 6pm from December 2019 to at least February 2020. Then between March 2020 to September 2020 it was open from 8am – 4pm. The opening hours reverted back to 8am – 6pm between October 2020 until the present time. HMRC does not ever appear to have been open after 6pm.

61. In response to these concerns, the Merchant stated on 21 June 2022 that “*This information has been altered to reflect the new HMRC opening hours. The previous information was compiled prior to recent changes by HMRC to their opening hours and was accurate at the time of its creation. Including this information was intended to provide consumers with a helpful steer to allow them to avoid unnecessary hold time on the phone. The information provided no benefit to Call Support; in fact consumers may have chosen to delay their call until a time when call wait times were lower, and that later call could be made to the end organisation directly rather than through the Call Support PRS number.*”
62. However, the PSA reiterated, in response that the evidence obtained indicates that the enquiry line for HMRC was never open on a weekend, nor after 6pm. Therefore, the earlier version of the promotional material from at least December 2019, did not reflect the correct opening times when compiled and, the change back to the opening times of 8am to 6pm in October 2020 was irrelevant, as the information was incorrect to begin with.
63. The PSA further asserted that the promotional material for the PRNs connecting to British Gas were also misleading as they advised consumers to “*call before 9am or after 6pm*”. However British Gas telephone lines are only open between 9am to 5pm. This is evidenced by the screenshot taken of the British Gas website.



64. The PSA contended that the promotional material submitted on the 29 June 2020 was misleading in that consumers using the Service outside of the sought after organisations opening times would not have connected to the sought after organisations, but still incurred the cost of the service. This is supported by the call data analysis which demonstrates that calls were made to the desired organisations outside of office opening times. Consumers were therefore paying at a premium rate when triggering the call-to-action buttons, for a service that was of no value to them. This was directly linked to the fact that the Merchant provided the incorrect opening times within the promotional material.
65. The PSA submitted that for the reason detailed above the Merchant had breached Rule 2.3.2. The promotional material had several misleading aspects to it, including factually incorrect information. The Merchant has not taken its responsibility to ensure consumers were not misled seriously.
66. In response the Merchant stated the wording choice between “is” and “may” is not as black and white as is being portrayed. The Merchant stated that not all HMRC numbers are entirely free to call, so to direct consumers to the site, with the absolute guarantee that the numbers are free would not be accurate. Also, companies are becoming more sophisticated in terms of using dynamic phone numbers on websites that can be removed or replaced with live chat features during busy periods when more calls are not wanted. This is actively used by companies so the Merchant believed that this could actually be more misleading than the promotional material which covers all scenarios. The Merchant also stated that the opening times were the core opening times for the organisations and that the advertising would never run when the organisation wasn’t open.
67. The Merchant argued that it was hard to fathom how mentioning the actual name of the organisation is misleading or confusing and questioned how a consumer would know what organisation they were going to be connected to without this information. The Merchant provided the following metaphor to explain their position; “If there were a sign advertising a performance by a “Beatles Tribute Band” would anyone enter the premises and be disappointed that it wasn’t the real Beatles? Would the sign be more or less confusing if it simply read “Tribute Band”?”
68. The Tribunal queried whether consumers would understand what was meant by the phrase “*call connection service*,” but found that the use of the organisation name within the promotional material was misleading and the use of the maps aggravated this significantly. There appeared to be no other purpose of the inclusion of the maps within the promotional material other than to mislead consumers into believing that this was the sought after organisation, which then made it difficult for consumers to complain about the charges as they didn’t know who had charged them. Consumers were also misled by the use of the information suggesting when was the best time to call, which when incorrect it rendered the Service of no value to the consumers.

69. The Tribunal, after considering the representations of both parties, upheld the breach of Rule 2.3.2. Overall, the Tribunal concluded that the promotional material was highly misleading for the reasons set out by the PSA.

Decision: UPHELD

Alleged breach 4

Rule 2.6.1

“Providers must ensure that consumers of their services are able to have complaints resolved quickly, easily and fairly and that any redress is provided quickly and easily”

70. The PSA asserted that the Merchant failed to ensure consumer complaints were resolved quickly, easily and fairly and relied upon the complaints received about the Service. 14 complaints between 4 March 2020 and 14 March 2022, referenced poor or inadequate customer service provided by the Merchant, which include being refused a refund, not being able to get through via the customer helpline, not receiving call backs and not receiving responses to emails. Examples of these accounts are provided below:

“Consumer has been charged, consumer rang the number thinking it was for HMRC, consumer says she has sent them two emails but they only responded back to one, consumer has not been offered a refund,”

“I’ve just received my phone bill from EE and there was a charge of over 35 pound that was meant to have happened on the 1st of June my bill says I rang at 20 past 9 for 25 minutes and then another call at 9.50 for 3 minutes. I can’t even remember ringing anything then especially on a 09 number EE have gave me there number which then it said it was recognisable I’ve them emailed them which they are not replying.”

“Consumer has been charged for a call she thought was for DWP, consumer was asked to give the date and time of all the calls that were made, consumer says she did that but has not received anything back from them since, consumer says she was not made aware of any pricing,”

“Consumer's mother has been charged for an 09 number that she says she has not dialled, consumer contacted them and they said they would look into it and get back to him but he has not received anything back in 2 weeks, “

71. In addition to the above complainant accounts, the PSA pointed out that within correspondence of 3 November 2021, 21 November 2021, 3 December 2021 and 2 February 2022, the Merchant acknowledged that their customer service process was slower than it would have liked, stating that the processing of customer service enquiries was elongated due to a lack of structure, process and protocol. It was further explained that a new process has been implemented and the Merchant stated it could

have sought to revise its process earlier. The Merchant cited an email server failure that played a part in not receiving emails. However when the PSA requested further details regarding the email server failure, the Merchant explained that it was difficult to pinpoint the exact point the problem occurred due to the intermittent and various nature in which emails were delivered to its inbox. No evidence of the email server failure has been provided.

72. The Merchant stated that it was not aware of the email server failure until contacted by the Intermediary, as a result of a query from the PSA, and did not appear to have in place a mechanism to detect such problems.
73. The PSA suggested that it therefore appeared that the Merchant failed to consider problems that may arise with the complaint handling and had not considered remedial support that may be necessary, as advised in the PSA's Guidance. In not seeking to identify the cause of the problem, the Merchant has not subsequently considered what it could do to mitigate the risks of this occurring again which is also contrary to the PSA's Guidance.
74. Furthermore, the PSA asserted that the Merchant failed to provide any explanation as to why telephone complaints had been unanswered and why complaints were made regarding the same issues after the implementation of the new complaint/refunds process.
75. The Merchant alleged that some complaints were responded to by telephone, with the complaints satisfactorily resolved. However, no evidence of this was provided. The Merchant also submitted that if some complainants were not able to obtain an immediate response from them, they may have chosen to present to the PSA that they were being ignored. The Merchant also submitted details of 19 refunds made by the Intermediary between 1 February to 8 November 2021, amounting to £1,964.19. However none of these can be cross referenced to the complaints received by the PSA.
76. The Merchant further submitted that the level of complaints it received in comparison to the call volumes were not high and therefore not indicative of a particular problem. Additionally some complaints will not be based on the complete and unqualified truth in claiming they felt misled by the Service.
77. The Merchant also suggested that a complaint received by the PSA was not regarding their Service. Checks were conducted and it was in fact found to be about the Merchant's Service. The PSA therefore asserted that it appeared from the response that the Merchant had no way to adequately verify the consumer's MSISDN to check complaints received and offer redress.
78. The Merchant suggested that it has revised its complaints/refunds process as from October 2021, however at least 4 complainants cite difficulties in contacting the Merchant to have their complaints resolved post this date. The Merchant has not provided an explanation why it waited until October 2021 to address the inadequacies of the complaints handling procedure.

79. During the Hearing the Merchant acknowledged that things had gone wrong and that they did not do everything they should have with the complaints process. They accepted that they did not have a process for dealing with consumer complaints prior to December 2021, but they were frustrated with the process whereby complaints were coming via the PSA as it made it difficult for them to contact consumers and issue refunds. The Merchant stated that they tried to respond to things as they came in, but this was not viewed as a business to them, more of a family operation so they were not equipped to deal with everything. The Merchant also stated that they did not do things deliberately do things or target consumers in the wrong way.
80. The Tribunal found that there was no system in place to deal with complaints as accepted by the Merchant. There was no procedure in place to address the issues raised by consumers, which the Merchant should have addressed.
81. The Tribunal therefore found that, on the balance of probabilities, a breach of Rule 2.6.1 had occurred.

Decision: UPHELD

Alleged breach 5

Paragraph 4.2.3

“Where a Direction is made pursuant to paragraph 4.2.1 a party must not fail to disclose to the PSA, when requested, any information that is reasonably likely to have a regulatory benefit in an investigation.”

82. The PSA asserted that the Merchant failed to respond to Directions issued by the PSA, for information relevant to its investigation, when requested to do so on a number of occasions.
83. The Merchant took seven weeks and five days to provide a response to the Direction of 21 September 2021 and when doing so only provided a partial response. The Merchant then took six months to provide details regarding the email server failure requested in the Direction of 5 November 2021, but within the response the Merchant failed to provide evidence of the alleged email server failure. Then subsequently the Merchant has not provided all promotional material used for entire period of operation, from December 2018 to November 2019, as requested in the Direction of 3 May 2022.
84. On 21 September 2021, the PSA issued a Direction to the Merchant requiring it to supply unredacted financial information for the entire period of the operation of its Service by 28 September 2021. The Merchant failed to respond by the deadline specified in the Direction and the PSA wrote to the Merchant on 11 October 2021

notifying it that a response to the 21 September Direction remained outstanding. The PSA indicated that it was considering raising a breach of Code 14 for failing to provide the required information.

85. The PSA did not receive a response. The PSA called the telephone numbers held for the Merchant on 22 October 2021 and left two voicemails advising the Merchant that the PSA had been attempting to contact it regarding an investigation into its Service and that it should contact the PSA as a matter of urgency.
86. On 3 November 2021, the Merchant emailed the PSA advising that it had suffered from a “catastrophic email server failure” which had prevented it from responding to the PSA enquiries and that it was now processing the outstanding PSA communications. The PSA noted from the Merchant’s email that the “catastrophic email server failure” had been resolved, but a response to the Direction was not supplied with its email.
87. On 5 November 2021, the PSA replied to the Merchant providing copies of the 21 September 2021 Direction and 11 October 2021 letter and reiterated that the information required in the Direction remained outstanding. Having not received a response from the Merchant, the PSA wrote to the Merchant on 10 November 2021 reiterating that the PSA was considering raising a breach of the Code.
88. On 11 November 2021 the Merchant emailed the PSA stating:
- “I have noted an email from you and the correspondance address mentioned will be correct going forward. As mentioned previously we are now fully functional and error free with regards to receiving corresponance. We have been working hard to address the backlog of emails that have been resent through by various PSA staff members and have been sending those replies through. I believe your email would be one of the next in line as we have simply been dealing with the all PSA replies chronologically and treating them with equal significance as I know they are all important but Id be happy to prioritise yours ahead of the consumer ones so will look at that next and provide whatever response is requested within as quick as I possibly can [sic]”*
89. Following the 11 November 2021 email from the Merchant, the PSA did not receive the information requested. Further correspondence took place between the parties within November 2021, which included an extension request. On 21 November 2021 the Merchant supplied a partial response to the Direction of 21 September 2021, stating that the outstanding information had been requested from a third party and would be provided when received. Given that the Merchant is a sole trader, the PSA would expect the information to be held by the Merchant.
90. The PSA noted that the response to the Direction dated 21 September 2021 was supplied by the Merchant on 21 November 2021, seven weeks and five days after the deadline specified within the Direction. The Merchant stated that the delay

was due to a “catastrophic email service failure”. On 3 December 2021 the Merchant reiterated the email server failure and stated that their personal family circumstances had also contributed to the ability to provide responses in a timely fashion.

91. On 2 February 2022, the Merchant’s legal representative provided submissions in response to the concerns raised, stating that their “*client acknowledges that its levels of communication and responsiveness to the PSA’s investigation has left room for improvement at times. This was in no way driven by a desire to frustrate the process, conceal evidence or facts, or to actively inhibit the PSA’s investigative work.*” It was also stated that the Merchant’s general lack of knowledge and understanding as to the PSA’s investigative role, reason for investigation and the investigation process contributed to the failure to provide information. However, in response the PSA submitted that the onus is on a Merchant seeking to operate a PRS to undertake the necessary research to ensure they are compliant with the regulatory framework that governs the area they seek to operate within.
92. A further response was provided by the Merchant on 12 April 2022 in which filtered bank accounts were provided detailing certain transactions related to the Service, but they did not provide a full picture of its current financial status. The Merchant submitted a further incomplete statement on 24 May 2022. The bank statements provided were undated and blank. A Direction dated 14 June 2022 was sent requesting dated bank statements. The Merchant subsequently provided filtered screenshots of dated bank transactions from its banking application on 21 June 2022.
93. The Merchant’s response on 3 November 2021 explained a catastrophic email server failure prevented it from responding to PSA requests and set out its new refunds/complaints process. On 5 November 2021 the PSA therefore issued a further Direction to the Merchant requiring it to provide details and evidence of the email server failure, assuming that the matter had been resolved by an external party where the Merchant had stated “*We were assured that the problem had been resolved from an ongoing perspective*”.
94. The PSA also requested evidence of its new refunds/complaints handling policy and the number of refunds issued to complainants broken down, by month for the entire period of Service operation. The Merchant was to respond to the PSA by 12 November 2021. The PSA received a notification that the email had been delivered to the Merchant’s email address. On 3 December 2021 the Merchant reiterated the email server failure and cited this as a reason for failing to provide information. In regard to providing evidence of this, the Merchant stated it was not aware of any specific request ever being made. The Merchant also stated that their personal family circumstances had also contributed to their inability to provide responses in a timely fashion. The Direction dated 5 November 2021 was still not responded to.

95. The PSA emphasised that the Merchant confirmed that the email server failure was remedied internally on 3 November 2021 and emails were received without issue since then. It also confirmed that the family emergency referenced started on the 12 November 2021. Thus, the Direction issued on 5 November 2021 would have been received after the email server issue was resolved, but the Merchant stated it had no knowledge of the Direction.
96. The Merchant later explained that the reconfiguration was part of troubleshooting the problem with the email server, without the need to contact Wix.com helpdesk or other source of support. No further evidence has been provided of any email server failure and not all of the information requested within the Directions of 5 November 2021 was addressed, which created the need for the PSA to send a further Direction.
97. Lastly, the PSA relied on its initial enquiry dated 18 June 2020 where the Merchant was asked to confirm how long the 09 range (09050040320) had been operating. The Merchant responded on 29 June 2020 stating “*Since around Sep 2019*” and provided a monthly breakdown of revenue generated from September 2019. Additionally on 21 September 2021 the PSA directed that the Merchant was to confirm the date on which the Service commenced operation and whether the Service remains in operation. On 21 November the Merchant responded: “*June 2018*”.
98. In response to a Direction dated 3 May 2022 requesting promotional material that was used throughout the entire operation of the service, the Merchant stated that the Service did not become operational until December 2019, but then in response to a later direction, enclosed a list of PRNs and with go live dates as early as 30 Nov 2018 for one PRN (09015 451956) on a £6 per call basis. A further seven PRNs (09050040300, 09050040305, 09050040313, 09051040315, 09050040306, 09050040320, 09050040321) went live on 7 December 2018 on a tariff of £1.55 per minute.
99. The Network operator confirmed that the first call on a 0901545156 was received on 27 December 2018 and their call statistics confirms calls began coming through this PRN from this date with payments going to the Merchant from December 2018 onwards.
100. The Network operator also confirmed the above further seven PRNs on a tariff of £1.55 per minute were connected on 17 January 2019, along with three additional PRNs on the same tariff 09050040340, 09050040350 and 09050040370.
101. The collective evidence submitted by the Network operator, Intermediary and the Merchant all confirm that the Service actually started promoting and generating revenue as early as December 2018, contrary to the Merchant’s response of 24 May 2022. The Merchant failed to provide the promotional material used from December 2018 until November 2019 when responding to the PSA’s Direction of 3 May 2022. For the PRNs to have been generating revenue they would have had to have been promoted. The failure to provide the promotional material used between December

2018 and November 2019 not only amounted to a failure to provide the information requested, but it also had a significant impact on the investigation and the breaches detailed above.

102. As the Merchant failed to provide the promotional material used on the service between December 2018 and November 2019, the PSA was unable to decipher whether breaches that occurred from December 2019 had actually started from an earlier date. Furthermore, the unaccounted period in question is significant, some 11 months, and amounts to a serious interference with the ability of the PSA to regulate this Service.
103. The PSA asserted that this resulted in a delay to the investigation and a hindrance in being able to determine the true length of some of the alleged breaches as set out above, thereby delaying and confining the redress of these breaches.
104. During the Hearing the Merchant stated that there was a lack of understanding on their part as to what was required. The information requested was also not readily available to them and they were unsure what to do. They were unclear what was appropriate to send in response to the Directions and the issue escalated very quickly. They requested some information from the bank, but they did not have everything that was asked of them.
105. The Tribunal considered the submissions made by the Merchant, but found that the delays in providing the information and their failure to provide some of the information requested were apparent. The Tribunal found that the information requested was reasonable and that the Merchant had an obligation to provide that information.
106. The breach was found to be proven by the Tribunal.

Decision: UPHELD

Sanctions

Assessment of breach severity

107. The Tribunal's initial assessment of the breaches of Code 14 was that they were, overall, **very serious**. In making this assessment, the Tribunal found the following:

Rule 2.3.1

108. This breach was **very serious**.
109. The Tribunal considered that the breach has damaged consumer confidence in premium rate services and that the cost incurred by consumers was high for a Service that has provided little or no value.

110. The Tribunal also considered that the breach generated higher revenues and the breach was committed recklessly.

111. The Tribunal found that the breach was of a very lengthy duration.

Rule 2..2.7

112. This breach was **very serious**.

113. The Tribunal considered that the breach was committed intentionally or recklessly and that the service had very little, if any scope or ability to provide the purported value to consumers.

114. The Tribunal considered that the breach was likely to have generated higher revenues, as a result of the breaches.

Rule 2.3.2

115. This breach was **very serious**.

116. The Tribunal considered that the breach was widespread and affected all users of the Service, severely damaging consumer confidence in premium rate services.

117. The Tribunal also found that the Service generated high revenue through misleading consumers and provided little or no value.

118. The Tribunal concluded that the breach was committed recklessly.

Rule 2.6.1

119. This breach was **serious**.

120. The Tribunal considered that the breach directly or indirectly affected a high number of consumers and has damaged consumer confidence in premium rate services.

121. The Tribunal concluded that the breach indicated a wider problem with the procedures and controls of the Merchant and the breach was committed over a substantial period of time.

Paragraph 4.2.3

122. This breach was **very serious**.

123. The Tribunal found that it demonstrates a systemic issue with the procedures and controls of the Merchant and that the breach was committed over a substantial duration.

124. The Tribunal also concluded that the breach demonstrated a fundamental disregard for the requirements of the Code.

Initial overall assessment

125. The PSA's initial assessment, before any potential uplift or downgrade in light of any aggravating or mitigating factors, was that the following sanctions were appropriate based on a preliminary assessment of the breaches as **very serious**:

- a formal reprimand
- a requirement that the Merchant submit all categories of its services and/or promotional material to the PSA, for compliance advice from the PSA for a period of three years. Any compliance advice given by the PSA must be implemented within 14 days to the satisfaction of the PSA. The PSA may require payment of a reasonable administrative charge by a relevant party for compliance advice it provides pursuant to this sub-paragraph.
- a requirement that the Merchant is prohibited from providing or having any involvement in any PRS or promotion for three years.
- a requirement that the Merchant must refund all consumers who claim a refund for the full amount spent by them on the Service, within 30 days of their claim, save where there is good cause to believe such claims are not valid, and provide evidence to the PSA that such refunds have been made
- a fine of £1,150,000 broken down as follows:

Breach 1 - Rule 2.3.1 – Fair and equitable - £250,000

Breach 2 - Rule 2.2.7 – Pricing prominence and proximity - £250,000

Breach 3 - Rule 2.3.2 – Misleading - £250,000

Breach 4 - Rule 2.6.1 – Complaint handling - £150,000

Breach 5 - Paragraph 4.2.3 - Failure to provide information - £250,000.

126. The Tribunal agreed with the PSA's initial assessment.

Proportionality assessment

Assessment of mitigating and aggravating factors

Aggravation

127. The PSA submitted that the Merchant's failure to provide information when requested amounted to an aggravating factor. The Tribunal however found that this fell within the scope of non-compliance, as opposed to aggravating it.

128. The PSA asserted that some of the complainants' accounts reference vulnerable circumstances. The nature of the helplines called, for example HMRC, and the call duration of such calls, which was likely to be long, together with the transparency concerns arising from the forced release issue would have resulted in bill shock and consequently adversely affected vulnerable consumers. The Merchant pointed out that consumers could have been contacting HMRC for a variety of reasons and that the approach of the PSA was an oversimplification. The Tribunal agreed that consumers could be contacting organisations such as HMRC for a variety of reasons that need not amount or equate to vulnerability and therefore did not find this to be an aggravating feature.

129. The PSA suggested that had the Merchant acted upon the compliance advice provided in full, the consumer harm would have been reduced. The failure to act upon the compliance in full was found by the Tribunal to be an aggravating feature.

130. The PSA asserted that the non-compliance was further aggravated by the inconsistent answers the Merchant provided in response to the Directions, particularly in relation to the failure to provide the promotional material. The Tribunal found that this was not an aggravating feature, as it was part of the non-compliance covered within the breach.

Mitigation

131. The PSA regarded the refunds made by the intermediary between 1 February and 8 November 2021 as mitigation despite the fact that those refunds did not relate to the complaints received by the PSA. The Merchant stated in response that there was no requirement of the Code, or even a recommendation by the PSA. They provided the archived material that they could rely on.

132. The Merchant acknowledged the inadequacies of their complaints handling process and revised the process, submitting flow diagrams to the PSA. The Merchant also made amendments to the promotional material and later on in the investigation engaged with the PSA, expressing a willingness to make improvements to the Service. The PSA asserted that the Merchant expressed

remorse for consumers that were affected by the non-compliance. The PSA regarded this as mitigation and the Tribunal agreed.

133. The PSA also regarded the Merchant's indication that they would not connect to Government based organisation as mitigation, but the Tribunal disagreed and found that this did not amount to meaningful mitigation.

Financial benefit/Need for deterrence

134. The PSA stated that the Merchant generated a total revenue of £2,423,619.13 from December 2019 to December 2021. The PSA noted, however, that the revenue flowed from breaches 1, 2 and 3, not breaches 4 and 5. The Tribunal agreed.

135. The total revenue retained by the Merchant was £1,885,102.07.

136. The PSA submitted that there was a need to remove as much of the financial benefit as possible and deter the Merchant, and the wider industry, from this very serious non-compliance. It was also necessary in order to serve as a punitive consequence in reflecting the seriousness of the Merchant's conduct and the consumer harm that has resulted. There were several pieces of key information that were relevant to a consumer's decision whether to purchase the Service that was not made clear, proximate and prominent within the promotional material.

137. Furthermore, the PSA stated that in a significant number of circumstances the Service was not capable of providing the value to the consumers. Had consumers been aware of this relevant information, particularly the high cost of the Service, they may not have chosen to use it. This is further compounded by the Merchant not resolving complaints quickly and easily and thereby causing actual and avoidable harm to consumers.

138. While the Merchant has cited circumstances beyond its control in explaining its conduct, the PSA pointed out that some of the concerns pre-date and post-date these circumstances. While the Merchant has since demonstrated some insight by revising its complaints/refund process, rectifying the concerns in its proposed promotional material and seeking to provide most of the information requested, the Merchant's conduct coupled with the duration of the breaches, adds to the overall seriousness of the non-compliance.

139. The Tribunal agreed that there was a need to remove the financial benefit, considering the conduct of the Merchant and the overall severity being found to be very serious. The Tribunal noted the high revenue made by the Merchant and the consumer harm that was caused by the non-compliance.

Sanctions adjustment

140. The PSA recommended a sanction adjustment due to the remorse and insight shown by the Merchant. It was suggested that the prohibition should be removed.

141. The Tribunal noted the need for proportionality and found that the insight and remorse shown by the Merchant was a factor to be taken into consideration. However, the Tribunal determined that this mitigation had to be balanced against the high level of consumer harm caused by the non-compliance evidence within the complaints, the misleading nature of the promotional material and the severity assessment of *very serious* in relation to a number of the breaches. The consumer harm, when balanced against the remorse and insight led to the Tribunal to conclude that the fine should remain unchanged, but that the prohibition should be reduced from three years to one year. The Tribunal did not agree that it should be removed in its entirety but reduced the length of it to reflect the remorse and insight shown by the Merchant, providing a slight adjustment from the initial assessment.

Final overall assessment

142. The Tribunal concluded that the seriousness of the case should be regarded overall as **very serious**.

Sanctions imposed

- a formal reprimand
- a requirement that the Merchant submit all categories of its services and/or promotional material to the PSA, for compliance advice from the PSA for a period of three years. Any compliance advice given by the PSA must be implemented within 14 days to the satisfaction of the PSA. The PSA may require payment of a reasonable administrative charge by a relevant party for compliance advice it provides pursuant to this subparagraph.
- a requirement that the Merchant is prohibited from providing or having any involvement in any PRS or promotion for one year, starting from the date of publication of the Tribunal decision.
- a requirement that the Merchant must refund all consumers who claim a refund for the full amount spent by them on the Service, within 30 days of their claim, save where there is good cause to believe such claims are not valid, and provide evidence to the PSA that such refunds have been made
- a fine of £1,150,000 broken down as follows:
 - Breach 1 - Rule 2.3.1 – Fair and equitable - £250,000
 - Breach 2 - Rule 2.2.7 – Pricing prominence and proximity - £250,000
 - Breach 3 - Rule 2.3.2 – Misleading - £250,000
 - Breach 4 - Rule 2.6.1 – Complaint handling - £150,000
 - Breach 5 - Paragraph 4.2.3 - Failure to provide information - £250,000.

Administrative charge recommendation: 100%