



Mapping the journey and re-engagement

Qualitative In-depth interviews

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PhonepayPlus

Prepared by Recom Research in Communications

Any queries please contact:

Ria.Barnabas@recomresearch.com

Telephone: +44(0)20 8560 0808

Fax: +44 (0)20 8560 0890

Recom House

28 The Butts

London

TW8 8BL

UK

www.recomresearch.com

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Introduction

PhonepayPlus wished to better understand the customer experience that consumers received when using Premium Rate Services ('PRS'); primarily focusing on customers who have made a complaint regarding a PRS.

The aim of the research was to identify how these customers' complaints are handled by the different parties involved, what journey/(s) customers need to take to solve their problem, and how this experience affects their likelihood to re-engage in PRS.

Due to the unknown variables, such as reasons for complaining and the numerous paths that customers can take (as seen in Fig.1 below), the research was split into two stages:

Stage 1 – to identify the variables

This was done through qualitative research, as we needed the customers to show us which key variables we needed to focus on for the quantification stage.

The report for this stage is shown below.

Stage 2 – quantify the variables that had been identified as key to the customers. Please see 'What happened to customers who complained about a PRS?' presentation document.

The aim of this stage was to quantify the key variables identified that had an effect on customer experience.

Background and objectives

PhonepayPlus wished to define and analyse the experience that consumers of PRS have:

- prior to contacting PhonepayPlus
- and
- when they contact PhonepayPlus to either file a complaint or seek advice.

In order to do this, PhonepayPlus wished to gain a greater understanding of 'the customer experience journey,' particularly with regard to who the customer contacted, and what happened at each stage. In this way, they could:

- determine the extent to which this was a satisfactory experience
and
- gather ideas on how any problem areas may be improved

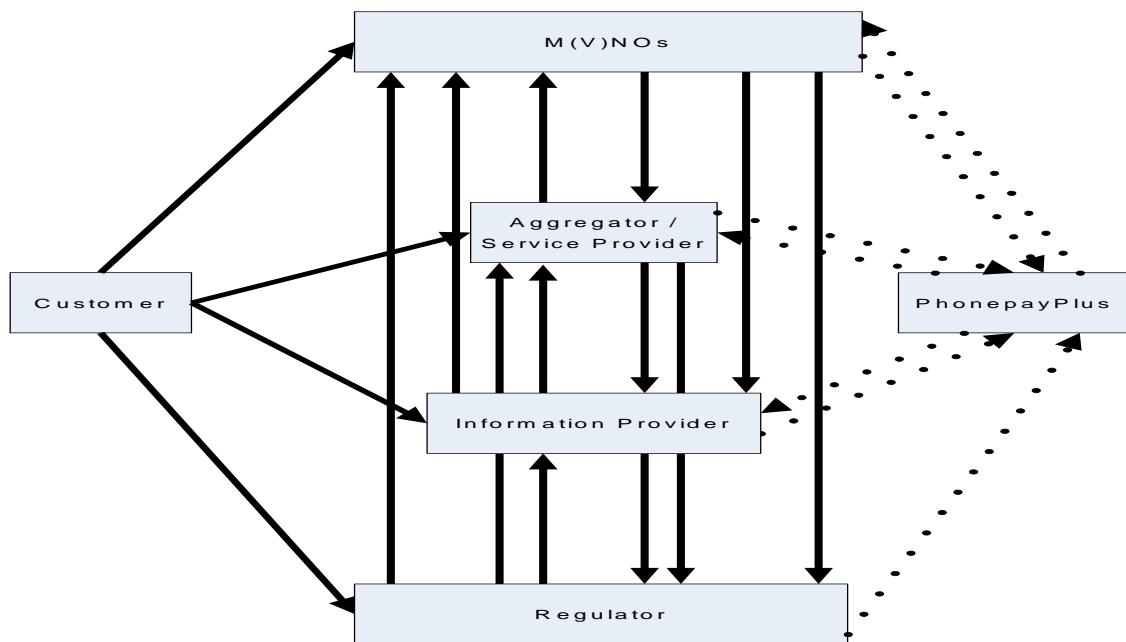
Methodology

Due to the numerous paths that customers can take to solve their problem (as shown in Fig.1), the methodology agreed was the following:

Stage 1 – qualitative, with the primary aim to identify 'what the key variables are'

Stage 2 – quantify the key variables

Fig 1



The following are the results from Stage 1

Methodology – Stage 1

Fifty in-depth telephone interviews at 40-60 minutes were conducted.

Three segments were interviewed:

Segments	Total Number of interviews
Type 1 – Customers who have contacted PhonepayPlus because they had experienced a problem	24
Type 2 – Customers who have not contacted PhonepayPlus (even though they had issues worthy of complaint or further enquiry)	20
Type 3 – Customers who filed a complaint with PhonepayPlus and the case has been closed	11

Profile of respondents

Type 1 – Customers who contacted PhonepayPlus

Type 1	No. of respondents (24)
Males	16
Females	8
Pay As You Go	14
Contract	10

Type 2 – Customers who have not contacted PhonepayPlus (even though they had issues worthy of complaint or further enquiry)

Type 2	Number of respondents (20)
Males	7
Females	13
Pay As You Go	3
Contract	17

Type 3 – Customers who filed a complaint with PhonepayPlus and the case has been closed.

Type 3	Number of respondents (11)
Males	7
Females	4
Pay As You Go	5
Contract	6

PhonepayPlus provided separate lists of complainants who had:

- filed a complaint recently (Type1)
and
▪ filed a complaint over the past year or so, and the case had been closed (Type 3)

Recom recruited customers who had complained to their Network Provider, the Content Provider or another organisation about a PRS, but who had not contacted PhonepayPlus (Type 2).

After several interviews had been conducted, it quickly became evident that the main complaint (approximately 75%) was 'unsolicited texts' relating to subscriptions:

- primarily services providing regular downloads of ringtones, wallpapers, games, music and video

and

- secondly adult chat / flirt / dating through text

1.1 Who were they?

Three types of customers were investigated:

Customer Profile - Type 1

These consumers were recruited by PhonepayPlus on the basis that they had experienced a problem and had initially contacted their Network Provider, then the Content Provider, and had called PhonepayPlus to help them only when their own attempts failed.

Customer Profile - Type 2 'Control Group'

These consumers had experienced a problem and managed to deal with it by contacting their Network Provider and / or Content Provider. These particular respondents were never given the details of PhonepayPlus by their Network Provider. On further investigation it became clear that they were also unaware of PhonepayPlus and the role that it played.

Customer Profile - Type 3

These consumers were similar to those in Type 1, but the main difference was that at some point after they had contacted PhonepayPlus their case had been closed.

1.2 Terminology used by the respondent

The respondents irrespective of Type (1, 2, or 3) could not distinguish between Service Providers and Information Providers. They often referred to these as '3rd Parties,' 'Content Providers' and sometimes 'Service Providers'. Furthermore, to make matters more complicated, they often referred to their Network Provider as Service Providers.

For simplicity we have standardised the terminology used in this report to '**Network Providers**' and '**Service Providers**'.

1.3 What were the problems for consumers?

Most of these consumers, irrespective of whether they were customers who contacted PhonepayPlus (Type 1), customers who have not contacted PhonepayPlus (Type 2) or customers who filed a complaint with PhonepayPlus and the case has been closed (Type 3), were adamant that they had not knowingly subscribed to these services, and therefore when they received texts unexpectedly it concerned and surprised them.

Out of the blue got a text message for ringtones...and every week got charged £3 for each text. After three texts I took action (Male, who contacted PhonepayPlus (Type 1) Contract, age 31-35)

Unsolicited graphic, adult texts kept coming in...no idea where they are from and got a couple a week(Male, who filed a complaint with PhonepayPlus and the case has been closed (Type 3), contract, age 41-45)

I was experimenting....I phoned a number and that was that. The damage was done (Male, who contacted PhonepayPlus (Type 1), Contract, age 51-55)

The little buttons on my Blackberry are fiddly....the system should say, 'are you sure that you want to go onto that site?'....I might well have done it and couldn't say with hand on heart that I didn't (Female, who has not contacted PhonepayPlus (Type 2),, Contract, age 26-30)

Their complaints covered a broad spectrum, ranging from adult chat via text messages to mobile personalisation such as ringtones, as well as texts from other types of services such as competition services.

I started receiving text messages from adult chat. ...I called [the Network Operator] and asked for a breakdown of the bill and there were a lot of PR messages at £1.50 each and I said that I haven't subscribed...They told me to press STOP to the messages and the PR number would refund if I called. I called the number and I haven't received the money (Female, who has not contacted PhonepayPlus (Type 2), Contract, age 20 -25)

It was also evident that some of these problems had occurred because children had, unwittingly, 'played' with a mobile and had 'accidentally' sent or responded to a quiz or a subscription, and this had resulted in downloading something without parental permission.

It was a children's quiz on the internet...and my daughter put her number in and did not read the tiny print. At first we did not understand what had happened, but eventually after a number of phone calls to various companies I was told to text STOP (Female, who contacted PhonepayPlus (Type 1), on behalf of child age 10, PAYG, age 41-45)

My son aged 14 got a text and opened it and didn't realise that meant he was accepting a contract. Was sent texts on a daily basis...rude and pornographic and very explicit....He brought it to our attention after about 1½ weeks – we didn't know how to stop....so I contacted [the Network Provider] and they told me to text STOP and it would cancel it and it did. (Female, who filed a complaint with PhonepayPlus and the case has been closed (Type 3) on behalf of a child age 14, Contract, age 41-45)

My son was expecting something free...that was in big print on the website. He didn't read the small print. I don't doubt that he was in the wrong but I don't think these things should be targeted at youngsters (Male, who has not contacted PhonepayPlus (Type 2), Father on behalf of child age 9, PAYG, age 41-45)

Others had knowingly subscribed to receive texts, such as adult material, but had not realised that they would be bombarded with them, and that each time they received them they would be charged.

I subscribed to something being advertised....and then realised it was a rip-off....and tried to stop it and carried on getting bombarded for several days (Male, who has not contacted PhonepayPlus (Type 2), Contract, age 51-55)

I initially thought it was free and it said Subscribe and get free monthly updates...and I did that and then found that monthly ones were free and daily and weekend ones were not (Male, who has not contacted PhonepayPlus (Type 2), Contract, age 26-30)

When did they realise?

It is important to note that there was a difference between those on PAYG and those on Contract in the time that elapsed before they became aware they had a problem.

Those who had PAYG were immediately alerted that there was a problem because their credit started to diminish more quickly than usual. This mobilised them into action – to deal with the problem and discover what had happened.

My husband doesn't text...but he noticed his credit going down quickly...He's out at work all day so I phoned to try to get a refund.....What has happened is really terrible as he wouldn't expect anyone except [the Network Provider] to take money off his phone ...it's like giving these companies an open cheque (Female, who contacted PhonepayPlus (Type 1), PAYG, age 36 - 40)

On the other hand, for those who were on Contract the issue of the cost of the unsolicited texts was often only discovered when they received their monthly bill. It is therefore not surprising that most of those who were on Contract logged up far greater amounts than those on PAYG. In the case of parents who paid their children's bills, receipt of the bill was often the first time they became aware of the problem.

My son aged 16 was getting adult texts and I noticed that on the bill, and that we had been charged for them....I rang his Network Provider to complain and they gave me information of the company and I complained to them (Male, who filed a complaint with PhonepayPlus and the case has been closed (Type 3), Father on behalf of child age 16, Contract, age 51-55)

I received a bill from [the Network Provider]...higher than normal and phoned them to ask about the charges. [The Network Provider] told me what it was. When they explained I realised what I'd done. I asked if they could do anything about reducing the bill and they said no.....it was my own fault because I had dialled it but I had not really understood the consequences (Female, who has not contacted PhonepayPlus (Type 2), Contract, age 46-50)

How much did it cost?

The chart below shows how much of a refund the respondents were seeking. The two extreme points were taken (the sums stated are irrespective of Customer Type; Customer who contacted PhonepayPlus (Type 1). Customer who have not contacted PhonepayPlus (Type 2) or Customers who filed a complaint with PhonepayPlus and the case has been closed (Type 3)).



1.4 Mapping the journey

In order to understand how consumers dealt with the issue of unsolicited texts and other such problems, it was decided to conduct detailed explorations of how they had approached solving the problem by going through their journey again with them step by step, to discover whether there were any patterns that emerged that would throw light on the role of the Network Provider, the Service Provider and PhonepayPlus.

For some, however, their recollections were vague, and it was only after considerable probing that they realised in retrospect that they might have initiated the service, albeit erroneously.

What path did they take to solve their problem?

By taking the respondents through their journeys again, it emerged that there was no typical path - the permutations of the different paths taken are almost as many as the number of qualitative interviews conducted – 55 in total. For some it seemed relatively straightforward, for others it was a situation where they felt shunted from pillar to post until finally, after much to-ing and fro-ing (in the case of respondents who contacted PhonepayPlus (Type 1) and respondents who filed a complaint with PhonepayPlus and the case has been closed (Type 3)) they reached PhonepayPlus, but often this was not the end of their journey. A number of respondents, acting on the advice given by PhonepayPlus, needed to contact their Service Provider or Network Provider again.

Who did they get in touch with first, second and third?

First port of call

A significant finding emerged. All approached their Network Provider as their first port of call because, understandably, this was their main portal into the mobile world. Many had been with the same Network Provider for a number of years, either on PAYG or Contract, and had built up a level of trust and loyalty with them. They also believed that by contacting the Network Provider they would be helped to put an end to what they recognised as a problem. Indeed, for some respondents who have not contacted PhonepayPlus (Type 2s), their problem was successfully solved on this very first call.

I was pleasantly surprised by how straightforward it was to stop it...I thought it was going to be harder and a hassle ... (Female, who has not contacted PhonepayPlus (Type 2), Contract, mother on behalf of child age 8, age 41 - 45)

However, this did not always happen, and for most the journey was long and tiresome, frustrating and difficult.

In an attempt to find out why they were receiving the texts and who was sending them, consumers often found that the Network Provider simply denied any responsibility and suggested they contact someone else ...

The advice given was not consistent:

- Sometimes they were provided with the phone number of the Service Provider
- Sometimes they were provided with the phone number of PhonepayPlus (as in the case of respondents who contacted PhonepayPlus (Type 1) and respondents who filed a complaint with PhonepayPlus and the case has been closed (Type 3)).

I phoned [the Network Provider] and asked about the shortcode number and [they] gave me a number to call which was unavailable (Male, who contacted PhonepayPlus (Type 1), Contract, age 56-60)

However, in the case of respondents who have not contacted PhonepayPlus (Type 2s), some of the consumers felt that they had to accept the (often unhelpful) response given by the Network Provider and simply abandoned their journey. They felt that they had to invest a great deal of effort to get any results (which they considered not to be worthwhile), and ended up just “putting it down to experience.”

I gave up on [the Network Provider]....their attitude was ‘Sorry mate, I don’t want to know’ (Male, who has not contacted PhonepayPlus (Type 2), PAYG father on behalf of child age 10, age 41-45)

I called [the Network Provider]....and it was explained that I had been charged in accordance with the Ts&Cs of my contract...and the extra charges depended on the number I was calling. I was advised to put a formal complaint in writing....I was told to go online and look at the details of the contract...and it was explained that I could contact the regulatory body but I decided not to take it further (Female, who has not contacted PhonepayPlus (Type 2), Contract, age 31-35)

Second port of call

So, for those consumers who had been given (by their Network Provider) a number for the Service Provider involved, the next stop was a call to the Service Provider. But these calls were often disappointing and left the consumer feeling angry and frustrated. The phones were frequently not manned, and in some cases proved to be dead numbers. Sometimes there were voicemails in operation, but despite leaving messages no return calls were received to indicate that the problem had been registered or that help was on offer.

[NOTE – Most respondents found it very difficult to remember the names of the Service Providers whose numbers had been provided to them by their Network Provider. They were also confused about which organisation was responsible for what, as in their minds they often saw no differentiation between the Network Provider and Service Provider. Their view was that they had received unsolicited texts through their Network Provider's signal, and it was their Network Provider who had levied the charge.]

What was even more disappointing for them was that, when they finally managed to get connected to a customer service agent or some other human, they were frequently fobbed off with empty promises that the matter would be looked into and that they would be contacted. This increased their frustration and anger, and the consumer often had to do a U turn and re-contact the Network Provider for further clarification or information.

[NOTE – Several respondents mentioned that they did try quite a few times to get through to the Service Provider, but all in vain.]

Third or final port of call

So the consumer, now feeling even more frustrated, continued the journey. Next port of call was usually back to the Network Provider to try and get more help, and to report failure of the Service Provider to provide any assistance, or even respond.

It would seem that, when they were on their second or third call to the Network Provider, some complainants were given further information, e.g. the contact details for PhonepayPlus. (Respondents who contacted PhonepayPlus (Type 1) and Respondents who filed a complaint with PhonepayPlus and the case has been closed (Type 3))

However, for whatever reason, others who have not contacted PhonepayPlus (Type 2s) were not provided with contact information for PhonepayPlus during any calls to their Network Provider. For these consumers, they had reached a dead end, and this was the end of the journey. Some managed to get a refund or credit from the Network Provider or from the Service Provider. Others received confirmation that they might well have entered into a subscription, even though they felt they had not done so knowingly and as a result they would have to bear the cost of these texts. They felt that they had no alternative but to accept this and move on.

Contact with PhonepayPlus

For respondents who contacted PhonepayPlus (Type 1) and who filed a complaint with PhonepayPlus and the case has been closed (Type 3), the PhonepayPlus number was given under the following circumstances:

- Network Provider – passing the responsibility on to PhonepayPlus
- Network Provider – could not offer any other suggestions (apart from “it is not our problem”)
- Network Provider – did not want to deal with a frustrated customer

(For some respondents who contacted PhonepayPlus (Type 1) and consumers who filed a complaint with PhonepayPlus and the case has been closed (Type 3) who were not given the details of PhonepayPlus at an early stage, the journey took them back and forth between the Service Provider and the Network Provider, and ultimately to PhonepayPlus.)

[The Network Provider] said send STOP and I did that but they didn't stop... '3' admitted that they couldn't do anything about it and they gave me a phone number for the 3rd Party and also put me in touch with PhonepayPlus, I rang the 3rd Party and I said, why are you texting me and they said I'd registered for ringtones. I then rang PhonepayPlus. PhonepayPlus did something, not too sure what, but they told me that the 3rd Party would stop sending them and refund any money that had gone through the system ... and they did! (Male, who contacted PhonepayPlus (Type 1), Contract, age 61-65)

For most, getting in touch with PhonepayPlus was the end of the journey. PhonepayPlus had clarified the situation and had given them advice on how to solve their problem. In some instances PhonepayPlus confirmed that the consumer had indeed initiated the service in error, and that they would take the matter up with the Service Provider and would try to help them get a refund.

On reflection, however, some considered that the Network Provider should have solved their complaint, and that ideally they should not have needed to contact PhonepayPlus.

After getting in touch with PhonepayPlus, what did they do next?

The majority of respondents who contacted PhonepayPlus (Type 1) and who filed a complaint with PhonepayPlus and the case has been closed (Type 3) decided that they were satisfied with the cessation of the texts, and the fact that they were no longer having money taken from them, and so decided to close the case.

Others, however, having sorted out their problem (i.e. the texts had ceased), still wanted to pursue their cause and wanted a refund of the money that had been taken from their PAYG or Contract.

Despite having being given a number by PhonepayPlus for the Service Provider, they found that they were often unsuccessful in their attempts to make contact. The phone calls were not answered, and if they did leave a

message on a voicemail, they did not necessarily get a response. For these, their case was ongoing.

Did customers understand why they needed to take these paths?

Many consumers who contacted PhonepayPlus (Type 1) and who filed a complaint with PhonepayPlus and the case has been closed (Type 3) did not understand why their Network Provider could not solve their problem, and why it was left up to the complainant to take the matter further. There was an overall feeling of being 'fobbed off' by their Network Provider, who often claimed that this was an issue that had nothing to do with them. So, unless the consumer wanted to drop the matter there and then, they had no alternative but to carry on with the journey.

It appears that those in who have not contacted PhonepayPlus (Type 2) had an easier journey. They complained to their Network Provider and often a solution (or acceptance of their own mistake) was reached at this point, but if not they were passed to the Service Provider where in some cases a solution (or acceptance of the situation) was reached. Type 2 respondents felt that it was not worth pursuing the matter further even though they had lost some money.

Irrespective of customer Types, whether customers who contacted PhonepayPlus (Type 1), customers who have not contacted PhonepayPlus (Type 2) or customers who filed a complaint with PhonepayPlus and the case has been closed (Type 3), they did not really understand why their Network Provider should pass them over to a Service Provider. Most did not have a clear idea of how the Premium Rate Industry works, where the different players sit in the chain and how they relate to each other.

In essence they (Types 1, 2 and 3) are looking for a solution from their Network Provider, and if that fails then from the Service Provider (namely a refund for the amount spent, and a stop to the unwanted texts).

1.5 Who did they feel was responsible for dealing with the problem?

The majority felt it was their Network Provider's responsibility to solve customer queries, while there were some who felt that the Service Provider should be responsible.

Network Provider should be responsible

For the majority it was felt that their Network Provider should take overall responsibility. So their first port of call was the Network Provider. Being a customer of the network and because they paid the Network Provider a monthly fee or cash for top up, consumers believed that the network was responsible for what was being sent to their mobile phones in terms of texts, downloads, etc.

I felt it was [the Network Provider]'s fault...obviously they sold my number on to a database which I felt was wrong and I don't want them to give out my information willy nilly (Female, who has not contacted PhonepayPlus (Type 2), Contract, age 20-25)

Ideally they wanted the Network Provider to solve the problem and sort the matter out for them, i.e. to stop the offensive texts or constant ringtones or downloads being sent to their phone.

I wanted explicit texts to stop and also to find out who was sending them and generally I want these sort of texts to stop (Female, who filed a complaint with PhonepayPlus and the case has been closed (Type 3), Contract, age 41-45)

But apart from stopping the incoming texts, they wanted to obtain a refund for the money that had been debited from their PAYG or billed to their Contract account.

I went potty with [the Network Provider] and received £10 from them as a friendship gesture...it softened the blow but I am still £30 out of pocket....I did not request any messages and it's a tough pill to swallow (Male, who contacted PhonepayPlus (Type 1), Contract, age 36-40)

I wanted my money back and wanted to lodge a complaint that they were sending unsolicited messages (Male, who filed a complaint with PhonepayPlus and the case has been closed (Type 3), Contract, age 21-25)

They should be stopped completely and I should get money refunded because they have taken it out without my consent (Female, who contacted PhonepayPlus (Type 1), PAYG, age 66-70)

Because a number of the problems had occurred, not because the consumer had initiated the service but by default, they wanted their Network Provider to prevent Service Providers having not just access to their personal details but also the ability to keep siphoning money out of their accounts.

I can control my junk mail on my computer, I can bar calls to PRS on my landline, why can't the Mobile Providers stop junk mail from coming to my mobile? Surely they have the technology. (Male, who contacted PhonepayPlus (Type 1), Contract, age 35 – 40)

Service Provider should be responsible

A few believed that the responsibility lay with the Service Provider (rather than their Network Provider) for being unclear about how the subscriptions operated, by bombarding them with more texts than they had anticipated receiving when they had willingly entered into a subscription.

Others believed that the Service Providers were unscrupulous in their operations, and that they purchased or obtained data from Network Providers and then targeted their customers without permission. In other words, they had little respect for these dubious "scam"-type operations, and felt that these Service Providers should not be allowed to conduct such business practices. Furthermore they should take responsibility for their actions, sort out such problems and refund any money that had been taken from accounts without permission.

I feel that it was the company (third party) who should be responsible because they are the source or root of the problem and without them everything would have been fine (Male, who has not contacted PhonepayPlus (Type 2), PAYG, age 26-30)

Perhaps a degree of blame should be with the Service Provider for allowing these practices. It shows a degree of malevolence to me...it's bloody criminal and it serves a purpose I suppose but only with sufficient safeguards in place (Male, who contacted PhonepayPlus (Type 1), Contract, age 61-65)

PhonepayPlus

None of the respondents taking part at this Stage considered that the solution for their problem should lie with PhonepayPlus. The majority of respondents who contacted PhonepayPlus (Type 1) and who filed a complaint with PhonepayPlus and the case has been closed (Type 3) considered the assistance PhonepayPlus provided to be very useful, in that it demystified their problem and helped solve their complaint.

1.6 Accuracy and relevance of information received

The quality of information given to the consumer when they called either their Network Provider or indeed Service Provider varied.

For the majority for respondents who contacted PhonepayPlus (Type 1) and who filed a complaint with PhonepayPlus and the case has been closed (

Type 3), the information was not accurate or relevant (either from the Network Provider or Service Provider) and it forced them to prolong their journey until they managed to solve their problem.

For respondents who have not contacted PhonepayPlus (Type 2), some found that on their first conversation with the Network Provider they were given accurate details of how they could stop the service (i.e. send STOP to a text number) or alternatively who they ought to contact in order to solve the problem.

Was the right information provided at each stage?

At this stage of the research it is difficult to assess whether any one Network Provider performed better than any other in providing correct and helpful information. It would seem that, from this qualitative study, all seemed to be tarred with the same brush. When the call was made to the Network Provider, it was very much a lottery whether or not the person who answered the call gave appropriate and correct information.

There certainly seemed to be noticeable variations in the way that Network Providers' call centre staff dealt with the complaints. It appears that this may be down to factors such as poor training, time constraints, lack of staff motivation, environmental issues and a breakdown in internal communication about the correct procedures to be followed when dealing with such calls.

1.7 Number of calls and contacts made over a period of time

It was evident throughout this Stage of the study that there was no simple answer to any of the problems raised, and as a result no clear patterns emerged in terms of how many calls were made to solve the problem.

Just over half of respondents who contacted PhonepayPlus (Type 1) made 7 or more calls to sort out the problem, whereas respondents who filed a complaint with PhonepayPlus and the case has been closed (Type 3) and respondents who have not contacted PhonepayPlus (Type 2) sorted out the matter more quickly. It is worth pointing out that many of the respondents who filed a complaint with PhonepayPlus and the case has been closed (Type 3) found it difficult to recall their journey in detail. They may in fact have experienced a similar journey to respondents who contacted PhonepayPlus (Type 1), but as time passed their memory faded.

	Type 1 ¹	Type 2 ²	Type 3 ³
Number of calls made in total varied from:	2 – 23	1 - 11	1 - 8
Number of emails (sent only by a minority) varied from:	1 – 7	1 - 2	1 - 2
Number of visits to 'Shop' (Network Provider / Mobile Retail) varied from:	1 - 2	1 - 2	1 - 2
How long it took (in time) varied from:	Approx 15 minutes to 3 days	Approx 5 minutes to 4 hours	Approx 15 minutes to 1.5 days

¹ Customers who contacted PhonepayPlus

² Customers who have not contacted PhonepayPlus

³ Customers who filed a complaint with PhonepayPlus and the case has been closed

Total length of journey (from when the problem started to when it stopped) varied from:	Approx 2 days to 18 months	Approx 5 minutes to 1 month	Approx 2 weeks to 16 month
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1.8 PhonepayPlus

How did customers find the service offered by PhonepayPlus?

Reactions to PhonepayPlus amongst the Type 1 and Type 3 (who had been in contact with PhonepayPlus) were generally very positive. Some found that, since they had been in touch with PhonepayPlus and had followed their advice (e.g. to text STOP to the number), the texts had ceased, and as a result no further charges had been made to their account.

They had also found that the staff at PhonepayPlus had been helpful and polite, and had understood their situation. They had been efficient in providing them with telephone numbers or contact details that helped them take the matter further.

PhonepayPlus were helpful...I had about two or three different numbers that I needed to call, I don't know why I had so many numbers. PhonepayPlus were very helpful and gave me one number to STOP ALL and gave me a reference number too as evidence (Male, who contacted PhonepayPlus (Type 1), PAYG, age 51-55)

It was very good indeed...they (PhonepayPlus) said that they would sort it out and they did ...they replied straightaway by letter to say it was all sorted out and I was very satisfied (Female, who filed a complaint with PhonepayPlus and the case has been closed (Type 3), PAYG, age 61-65)

A handful (primarily from respondents who filed a complaint with PhonepayPlus and the case has been closed (Type 3)) were, however, unable to comment regarding PhonepayPlus, the main reason being that these respondents had a lack of understanding of the 'role' PhonepayPlus played. Furthermore, it is worth pointing out that a handful of Type 3 respondents (customers who have experienced post closure) were still unsure who PhonepayPlus was!

With respondents who have not contacted PhonepayPlus (Type 2), it was only after being told during the interview of the role of PhonepayPlus that some consumers admitted that, if they had been aware of PhonepayPlus, they might have contacted them to solve their problem, rather than accept that they would not be getting their money back.

The regulator should regulate those things so that they don't happen to innocent people...they should oversee any fraudulent money matters that charge and text you without your permission (Male, who has not contacted PhonepayPlus (Type 2), Contract, age 46-50)

1.9 The outcome

What did they want?

In general the outcome that they wanted was:

- a) Stop the texts
- b) Obtain a refund

Some also wanted an apology from the Network Provider or Service Provider.

But for others (particularly for respondents who contacted PhonepayPlus (Type 1) and who filed a complaint with PhonepayPlus and the case has been closed (Type 3)) this was not enough, and it was only when they had sorted out the problem (i.e. the texts had stopped) that they then considered the option of getting the Network Provider penalised for not saving their personal details securely, or for passing them on to Service Providers. They wanted these companies to be punished, and were looking to PhonepayPlus to have Service Providers being fined or even closed down.

However for parents (these respondents appear to be primarily in Type 1 and Type 3, and were more eager to pursue their case right to the regulator) who rang up to complain about their child receiving inappropriate material, what they wanted was:

- a) Stop the offensive texts
- b) Service Providers being fined or closed down
- c) Protect their child and other people's children from these problems
- d) Obtain a refund

I feel that the company should have its licence taken awayand shouldn't be allowed to provide these texting services (Male, who filed a complaint with PhonepayPlus and the case has been closed (Type 3), Contract, age 41-45)

What do they expect from PhonepayPlus?

Some respondents who contacted PhonepayPlus (Type 1s) and who filed a complaint with PhonepayPlus and the case has been closed (Type 3s) expect PhonepayPlus to sort out the problem, and to put an end to their grief in an efficient way, by dealing with those companies or Service Providers or even Network Providers who are failing to maintain standards expected by consumers.

What was also apparent was that many of the consumers were comforted to know that 'there was somebody out there' who could take the upper hand in bringing the problem to a close, and would deal with the offending Service Providers by either getting a refund for the consumer or perhaps fining them for inappropriate business practices.

Some of the respondents who contacted PhonepayPlus (Type 1s) and who filed a complaint with PhonepayPlus and the case has been closed (Type 3s) who had taken their case to PhonepayPlus would have also welcomed an update on how PhonepayPlus had dealt with the offending Service Providers. They suggested that knowing that complaints were being investigated and that the companies were being regulated effectively would have a positive effect on their willingness to use PRS in the future.

It is important to note that **not all** respondents who filed a complaint with PhonepayPlus and the case has been closed (Type 3s) recalled receiving any update from PhonepayPlus informing them of any outcomes.

How do they feel about the various outcomes specified by PhonepayPlus and how happy were they with the outcome?

In simple terms, most of the consumers felt that, as a regulator, PhonepayPlus ought to have the power to ensure that problems experienced by consumers were solved, i.e. that texts that were unsolicited or unwanted, even if they had been accessed in error, ought to be stopped.

In this respect, parents of children who had received texts that (it emerged) they had not requested felt that it was the role of PhonepayPlus to protect minors from this sort of thing happening.

Views on the ability of PhonepayPlus to obtain refunds from Network Providers and Service Providers were not always positive, and consumers felt that this was something that should be within the remit of PhonepayPlus.

1.10 How can PhonepayPlus improve?

For some consumers, the involvement of PhonepayPlus had been well received, and the complainants had been delighted with their involvement and success at putting an end to the receipt of unwanted or unsolicited texts etc. Sometimes they also confirmed that the offending Service Providers were under investigation, and respondents found that this was comforting to know because others might be prevented from having to deal with these sort of issues.

I called PhonepayPlus – the regulator...and they gave me the idea how things work ...and gave me information on how to proceed (Female, who filed a complaint with PhonepayPlus and the case has been closed (Type 3), , age 51-55)

Those who admitted that they might indeed have been responsible for erroneously touching buttons on their mobile phones or computers that resulted in the problem welcomed PhonepayPlus intervening as they felt powerless, knowing that the Network Provider or Service Provider could easily refuse to refund them.

I thought that they could fight the battle on my behalf in some way. I wanted them to issue some sort of threat to this company (Male, who filed a complaint with PhonepayPlus and the case has been closed (Type 3), Contract, age 31-35)

Others were of the opinion that PhonepayPlus could be more proactive in dealing with problems and, if for example they had succeeded in sorting something out, then they should have communicated this information to the consumer to confirm what had been achieved on their behalf.

Mention was also made by some that they were disappointed that the consumer was left to do the ‘running around’ whereas it was probably quite feasible for the task of calling the Service Provider to have been taken on by PhonepayPlus instead.

1.11 Understanding which are PRS and which are not

In general, consumers understand that calls to Directory Enquiries and using the Red Button (voting / entering competitions on TV and radio) are categorised as Premium Rate calls and are more expensive than standard rate calls from either a landline or mobile phone.

Most are also aware that, if they wish for example to download a ringtone on their mobile or subscribe to a news, chat or sports service received by text, then by doing so they will be charged at a premium rate for each download that they receive.

However, where the confusion or problem arises is that while they hope to receive only one occasional response (i.e. one download within a fixed period - once a week / fortnight / month - of, for example, ringtones or football results), what they do not anticipate is to be bombarded with information, and to be charged a premium rate for each and every text that they receive.

The confusion and problem is further exacerbated because they are not given clear instructions on how to put a stop to receiving these texts. It is only when they notice that their credit on their PAYG is decreasing with each text that they open, or (if on Contract) when they notice an unexplained charge on their itemised bill for an unexpectedly large amount that they realise that they have been charged for each and every text.

It is evident from the experiences of these consumers that the companies offering Premium Rate Services are not always clear in stating how many texts they will be sending the consumer. While the consumer might well subscribe to something where they understand that they might receive approximately 4 texts a month (e.g. @ £1.50 each for a total of £6 a month), it is when they receive 4 texts per week (or even more than that in the case of football scores) that they realise that they have been 'scammed' by the Service Provider.

Be more transparent in their charging methods...and none of the messages said anything about what I had been charged (Male, who filed a complaint with PhonepayPlus and the case has been closed (Type 3), Contract, age 21-25)

1.12 Image of PRS

In order to elicit imagery relating to PRS, consumers were asked to imagine a PRS as an animal or a person, and to try to identify its characteristics and the impact it would have on them.

There was considerable consensus of opinion in terms of the imagery, irrespective of age or gender or consumer type. For most respondents, animals such as a leech, a snake, a hyena and a vulture typically came to mind. When it came to associating it with a person, some mentioned thinking of 'a con man'.

*Snakes ...the kind that bite you...that are poisonous...snakes in the grass
(Female, who contacted PhonepayPlus (Type 1), PAYG, age 46-50)*

Hyena...due to the fact that it's a pack hunter...a cowardly animal that attacks its prey in the dark.....(Male, who contacted PhonepayPlus (Type 1), PAYG, age 16-19)

Many of their associations related to their own experiences of the PRS, and the fact that they found them to be 'cunning and sly', and felt violated by them.

*I feel like I've been violated...and taken advantage of ...a weakness....a vulture works for someone who is weak and dives in and have no morals
(Female, who contacted PhonepayPlus (Type 1), PAYG, age 46-50)*

I felt like I was being robbed. There was nothing I could do. I am not very good at putting things in writing and complaining so I felt powerless (Male, who filed a complaint with PhonepayPlus and the case has been closed (Type 3), Contract, age 31-35)

*I am not sure that the PRS serves a purpose...they should be banned...Why should pornography be unsolicited? The moment you open the first text you make a contract. **There isn't any other situation in society where you create a contractual arrangement by a reflex action** (Female, who filed a complaint with PhonepayPlus and the case has been closed (Type 3), Contract, age 41-45)*

1.13 Re-engaging / likelihood of using PRS

Which PRS they will not re-engage with

The term 'Premium Rate Services' has very negative connotations, so much so that as soon as respondents were asked whether they would re-engage in Premium Rate Services, particularly for respondents who contacted PhonepayPlus (Type 1) and respondents who filed a complaint with PhonepayPlus and the case has been closed (Type 3), they said *certainly not*.

In addition, despite the fact that they (who contacted PhonepayPlus (Type 1) and who filed a complaint with PhonepayPlus and the case has been closed (Type 3)) had been assisted by PhonepayPlus, they were less interested in using PRS (particularly the ones that they had problems with) in the future. Many of them had found the whole experience frustrating, tiring and costly, and because their details had been accessed by Service Providers they were wary of using PRS, and adopted a 'once bitten twice shy' stance.

*No way would I want to use Premium Rate Services, they are a scam, run by con men who found a loophole because the PRS set-up of who is responsible for what and who provides what is so ***** complicated it is a perfect ground for corruption and these thieves are allowed to take advantage of people. (Male, who contacted PhonepayPlus (Type 1), PAYG, age 56 – 60)*

However, what these respondents were referring to as Premium Rate Services were (unsolicited / subscribed in error) 'Subscriptions Services', not services such as the Red Button, competitions, directory enquiries, one-off downloads, etc, where they knew beforehand what it was going to cost them and what they would be getting.

A one-off is okay and I could trust them but not keen on a subscription (Female, who has not contacted PhonepayPlus (Type 2), Contract, age 31-35)

The majority felt that action ought to be taken to stop companies sending unsolicited texts.

I'm too scared to use my phone in the same way now. I would rather get a PSP than take the same risk with games on my phone (Female, who contacted PhonepayPlus (Type 1), PAYG, age 46-50)

I was frustrated and angry and didn't like the fact that [the Network Provider] couldn't stop it and could not block that number out ...it depressed me and I will never download on my phone again because I don't want to get ripped off again (Female, who has not contacted PhonepayPlus (Type 2), Contract, age 41-45)

I try to steer well clear of them...I just know it's expensive. I think that they're just a necessary evil...these people have to make their money some way...But I don't think that Directory Enquiries or pressing the red button should be premium rate (Male, on behalf of his son age 15 who has not contacted PhonepayPlus (Type 2), PAYG, Father, age 51 - 55)

Which PRS they would use

Consumers were asked which PRS they were likely to use in the future and, despite negative imagery associated with them, on reflection most believed that they would in fact use the services, provided that they had initiated the service themselves and that the costs of making calls or receiving downloads were clear and visible. Furthermore, they would appreciate knowing how many texts they would be sent each week or month, so they could calculate whether it was financially feasible for them to do so.

There ought to be a clear pricing policy. People should be clear what they're signing up to (Female phoning on behalf of her son aged 13, who contacted PhonepayPlus (Type 1), Contract, age 51-55)

They pointed out that, as adults, it was their own choice to decide how they wished to spend their money, and if it was a matter of (for example) voting on a show such as Dancing on Ice via their mobile phone, then it was up to them to make this decision. They also pointed out that, in recent years, these types of voting methods had been heavily investigated by the Government and the regulator, and that nowadays the cost of calls was always made clear to those willing to engage. This transparency gave them confidence in the system, and they felt comfortable using the PRS in those circumstances.

The reasons given were:

It is their choice

I enjoy downloading and voting on X Factor, but I know what it is going to cost me and it is my choice (Female, who has not contacted PhonepayPlus (Type 2), PAYG, age 20 -25)

The question is appropriateness....I have a choice and can make the decision whether or not to pay (Female, who filed a complaint with PhonepayPlus and the case has been closed (Type 3), Contract, age 41-45)

I would be confident using it because I authorised myself to use it. (Male, who has not contacted PhonepayPlus (Type 2), Contract, age 46-50)

If it was my decision and I was fully aware and I knew the costs and thought it was of high benefit to me, then I would regain a bit more faith in T-Mobile (Female, who has not contacted PhonepayPlus (Type 2), Contract, age 20-25)

No hidden charges

They ought to offer clear warnings in every case. Ideally there should be no hidden messages in the small print (Male, who contacted PhonepayPlus (Type 1), Contract, age 56-60)

When would they use subscription services?

Some felt that, if they had received refunds for the service they had complained about, they might well have felt differently, and possibly that would have given them enough trust to re-engage.

I would look into it a bit more...and next time I'll take a lot more time investigating it myself. I would be happier if I had got a refund ...but it shouldn't happen in the first place....there should be clear guidelines when they sell extras to people...(Female, who has not contacted PhonepayPlus (Type 2), Contract, age 26-30)

The idea of buying subscriptions (e.g. to adult chat / flirt, horoscopes or sports information) was also acceptable to some, provided they had initiated the service themselves and were informed of the volume of texts they would be likely to receive over a given period. However, it would seem that in order to encourage consumers to increase their confidence and use of such services, clear instructions on how to STOP or STOP ALL would be of benefit.

Did experience of PhonepayPlus encourage them to use PRS in the future?

It is difficult to predict whether these consumers would use the PRS that they had a problem with again in the future, given their past experiences. However, those who had been involved with PhonepayPlus and who had been helped in solving their problem, and even those who had only learned of the role of PhonepayPlus during the interview (Type 2) were relatively positive. They were of the opinion that, provided they were personally responsible for initiating the service (e.g. voting in competitions via their mobile phone) and the cost of the call was made quite clear to them at the outset, then they would feel in control, and would know that in the event of a problem occurring they would be able to approach PhonepayPlus.

1.14 What services and PLATFORMS would they use?

Consumers are influenced by convenience and price, so although the term “platform” is relatively meaningless to them, they will use whichever one offers the most convenience and the most reasonable price for the service they want.

It emerged that respondents would consider using most of the types of services, such as:

voting / entering competitions on TV and radio shows, from either a landline or mobile

red button on the TV set top box to purchase products

mobile personalisation by the purchase of ringtones, wallpapers etc