

THE CODE COMPLIANCE PANEL OF PHONEPAYPLUS

TRIBUNAL DECISION

Thursday 28 May 2009 TRIBUNAL SITTING No. 28 / CASE 2

CASE REFERENCE: 794417/AP

Information provider & area:	2waytraffic Mobile Group BV, Netherlands
Service provider & area:	mBlox Limited, London
Type of service:	Competition/ Subscription
Service title:	(i) 'Celebrity Oscar Quiz 2009' and 'Your Love Revealed' (ii) Unknown (iii) 'IQ Quiz'
Service number:	85015, 85115, 64848
Cost:	£5.00 joining fee, £4.00 per week.
Network operator:	Mobile Operators
Number of complainants:	280

THIS CASE WAS BROUGHT AGAINST THE SERVICE PROVIDER UNDER PARAGRAPH 8.7 OF THE CODE

BACKGROUND

Between January and May 2009, the PhonepayPlus Executive (the 'Executive') received 142 complaints regarding services operating on shortcode 85015, 102 complaints regarding services operating on shortcode 85115 and 38 complaints regarding services operating on shortcode 64848. These complaints related to competition services which were subscription-based. The Executive monitored two services operating on shortcode 85015 (the service called 'Celebrity Oscar Quiz 2009' and 'Your Love Revealed') and the service called 'IQ Quiz' operating on shortcode 64848. The Executive located all three promotions through the 'Applications' section on the social networking website Facebook.

Nature of complaints for shortcode 85015

By 1 April 2009, the Executive had received 99 complaints from members of the public regarding shortcode 85015:

- 68 of the 99 complainants stated that the text messages received were unsolicited;
- 12 complaints stated they were on the internet and had been asked to complete a quiz and 8 complainants specifically mentioned the website Facebook;
- 5 complainants stated that whilst on the internet, after completing the test, they could see no terms and conditions which explained by entering their mobile phone number, they would then be subscribed to a service with a weekly cost;
- One complainant specifically stated that she received an email from her husband asking her to participate in a competition on Facebook. The complainant said that her husband had not sent her this invitation to participate in a competition.

One complainant reported to have been charged over £50.00 for this service.

By 19 May 2009, the number of complaints had increased from 99 to 142 for shortcode 85015.

The Executive subsequently monitored two promotions related to shortcode 85015: 'Celebrity Oscar Quiz 2009' and 'Your Love Revealed'.

Nature of complaints for shortcode 85115

By 1 April 2009, the Executive had received 68 complaints from members of the public regarding shortcode 85115:

- 49 of the 68 complainants stated that the text messages received were unsolicited;
- 11 complainants stated that they sent the command 'STOP' on several occasions but continued to receive chargeable messages;
- 10 complaints stated they were on Facebook or the internet and had been asked to complete a quiz;
- 2 complainants stated that when they received the text message "*Free message: text OK to 85115 if you want to receive your free bonus item now! Text OK to 85115. stop? text stop to 85115. Info? info.mypengo.com*", they had responded to the text with the trigger word 'OK' because they thought the service was free.

One complainant reported to have been charged over £200.00 for this service.

By 19 May 2009, the number of complaints had increased from 68 to 102 for shortcode 85115.

The Executive was unable to locate promotional material relating to shortcode 85115 but was informed by 2waytraffic Mobile Group BV (the 'Information Provider') that the service on shortcode 85115 operated in a similar way to the service on shortcode 80515.

Shortcode 64848

The Executive also monitored a promotion on Facebook called 'IQ QUIZ' operating on shortcode 64848. There were no complaints received in relation to this promotion or service; the promotion and service had been identified solely via the Executive's monitoring activity.

Complaint Investigation

Standard Procedure

The Executive decided to investigate the service using the standard procedure under paragraph 8.5 of the Code. A breach letter was raised by the Executive dated 27 April

2009. A formal response was received from the Information Provider dated 5 May 2009, together with its confirmation by way of a formal undertaking, duly signed, that the Information Provider would accept full responsibility for the service and its promotion.

On 13 May 2009, as a result of the Executive receiving further evidence from a new complainant and following further monitoring the Executive wrote to the Information Provider with an addendum to the breach letter raising further grounds for a breach of paragraph 5.4.1a of the Code. On 18 May 2009, the Information Provider responded to the addendum breach letter.

The Tribunal made a decision on the breaches raised by the Executive on 28 May 2009 having heard informal representations from the Information Provider.

SUBMISSIONS AND CONCLUSIONS

ALLEGED BREACH ONE

LEGALITY (Paragraph 5.2)

'Services and promotional material must comply with the law. They must not contain anything which is in breach of the law, nor omit anything which the law requires. Services and promotional material must not facilitate or encourage anything which is in any way unlawful.'

- 1.1 The Executive submitted that for shortcode 85015, 68 out of the 99 complainants said that the message received was unsolicited and that they had not registered or heard of this service. The Executive made reference to examples of the types of messages received that read as follows:

'New round Which of the following Gallaghers is not a member of Oasis? A Noel B Liam C Rory plus last round score 0' (3 complainants)

New round with which band did Eric Clapton make his debut album a) Queen b. Derik and the dominos c. the yard birds + last round score 0

'New round with which part of the human body would be affected by m? ni? re.s syndrome a)heart b) ear c) lung + last round score 0' (2 complainants)

'FREE MSG. Text YES to 85015 now and win great prizes! Info? info.mypengo.com Ignore this if not requested. help? 0203026817.5gbp/week(sign up 5gbp) Text YES now!' (2 complainants)

'U HAVE JOINED GAME-ON COMPETE AND WIN GREAT PRIZES LIKE A WII AND PS3 INFO...INFO.MYPENGO.COM HELP 020302268175 STOP TEXT STOP'

The Executive submitted that 55 of the 99 complainants had stated that the text message received started with 'New round' that then went on to ask a question and ended with the wording '+ last round score 0'.

The Executive submitted that it had considered the operation of the 'Celebrity Oscar Quiz 2009' service as a whole and was concerned that it was possible for a user on the website to enter *any* mobile phone number. The Executive submitted that if someone else's mobile number was entered, the first time the owner of that number would have heard of the promotion would have been via a text message worded as one of the example messages stated on the previous page. If this was the case, the message received would have been unsolicited.

Two of the complainants stated that the first they had heard of the service was on receipt of the following unsolicited text message:

'FREE MSG. Text YES to 85015 now and win great prizes! Info? info.mypengo.com Ignore this if not requested. help? 0203026817.5gbp/week(sign up 5gbp) Text YES now!'

The Executive submitted that complainants had thought that by texting 'YES', they could win prizes for free and as a result they responded to the message and became engaged with the service until they realised that they were being charged.

- 1.2 The Executive submitted that for shortcode 85115, 49 out of the 68 complainants said that the message received was unsolicited and that they had not registered or heard of this service. The Executive made reference to examples of the types of messages received such as:

'FREE MSG:text Ok to 85115 now and get a bonus item! info? info.mypengo.com help? 02030262817. 10gbp/week (sign up 5gbp) ignore msg if not requested.text OK now'

*'New round! Prince only wants to see you laughing in rain of which colour? A: Blue, B: white C: Purple.
+ last rounds score 0'*

'You have joined ring top 20. help? 02030262817 info? 10gbp per week signup free. 4 items/week unsubscribe text stop'

'free message:text OK to 85115 now and get a bonus item, info? info.mypengo.com help? 02030262817 10gbp per week(sign up 5gbp) ignore message if not requested, text ok now.'

'you have joined ringtop20 help? 02030262817 info? info.mypengo.com help? 02030262817 10gbp per week(sign up 5gbp) 4 items per week, unsub? text stop'

'Stay tuned your content will be sent shortly.' (Several complainants reported receiving this message.)

The Executive submitted that it was unable to locate the promotional material for shortcode 85115 and therefore was unable to establish whether, like shortcode 85015, users could enter in any mobile phone numbers which could therefore result in the complainants considering the above examples of messages to be unsolicited.

2. The Information Provider stated that a substantial part of the Executive's breach letter related to the issue of 'unsolicited text messages'. The Information Provider stated that this issue had been discussed in some detail between the Executive and the Information Provider in relation to a previous adjudication case reference 743028. The Information Provider stated that it only sent messages to mobile phones in the event that it had been supplied with an MSISDN and that the Information Provider would only charge a user in the event of him or her subscribing to the Information Provider's services by providing it with an opt-in confirmation user text message.

The Information Provider stated that its services used the compliant web+user text message double opt-in mechanism in accordance with the new prior permission requirements for subscription services introduced by the PhonepayPlus on 22 January 2009. The Information Provider provided an overview of the opt-in mechanism it had in place as follows:

- i) The Information Provider stated that a user entered a landing page where he could submit their MSISDN. The landing page contained all the required information, including a 'tick box' for the user to confirm their acceptance of the terms and conditions, details of the subscription services and an appropriate disclaimer. The Information Provider stated that these changes were as a result of discussions with the Executive during the compliance advice process which followed the adjudication of October 2008. The Information Provider stated that over the course of those discussions it had altered its template to reflect the compliance advice provided by any relevant adjudications issued by the Tribunal.
- ii) The Information Provider stated that after the user submitted his MSISDN, by actively checking the tick box to confirm age and agreeing with the terms & conditions, pressing continue, the end user then received the first confirmation service text message (free of charge). This message contained all the required information including price details, a clear indication that the message refers to a subscription service, and details of the help line and the Service Provider. The Information Provider stated that only after confirming the subscription by texting 'YES' or 'OK' to the shortcode, was the end user subscribed to the service and entered into the weekly quizzes. The Information Provider stated that prior to March 2009, all users were also made fully aware that they could ignore the service message so as not to be subscribed to any of the Information Provider's services. The Information Provider stated that this continued to be the case in respect of its services via shortcode 64848.

The Information Provider stated that it was a possibility that a user could mistype their number or deliberately enter a wrong telephone number on the landing page, causing the confirmation service text message to be sent out to a user that had not requested it. The Information Provider stated that it should be noted that this was a risk which is common to a wide range of businesses who request contact information from their potential customers and that the relative extent of the risk can be evaluated by considering that the 68 complaints regarding unsolicited text messages relating to shortcode 85015 in the period January 2009 to March 2009 represented 0.04% of the total 161,876 service messages sent by the Information Provider during the same period.

The Information Provider stated that it had in place mechanisms to ensure that IP addresses were not misused to enter in multiple MSISDN details and that furthermore, in co-operation with the Executive following the last investigation, it had decided to take additional measures by adding the phrase '*ignore this if not requested*' to the confirmation service message serving as an additional safety net. The Information Provider stated that a user who ignored the service message in this way would not have received any further service messages from the Information Provider and that this way the Information Provider had directly addressed the possibility that a user did not enter his or her own MSISDN on the landing page. The Information Provider stated that the revised confirmation service message was implemented in October 2008 specifically in response to the adjudication case reference 743028.

The Information Provider stated that as a consequence of the new 'Prior Permissions regime' implemented by the Executive as of 4 March 2009 and, more specifically, the mandatory wording included in all service confirmation text messages, it was no longer possible to include the wording '*please ignore msg*' in the service confirmation messages sent in respect of shortcodes 85115 and 85015 due to insufficient character space. The Information Provider stated that it had continued to include the wording in all service messages sent in relation to shortcode 64848 (which it stated was not subject to the new regime).

3. The Tribunal considered the evidence and concluded on the balance of probabilities, that consumers had opted-in to receipt of the messages by interacting with the service in the manner described by the Information Provider. The Tribunal also found there to be no evidence to suggest that any other persons were responsible for the complainants' opt-ins. The Tribunal also took into account the relatively small proportion of complaints received regarding the receipt of unsolicited text messages as compared with the total number of messages sent by the service. The Tribunal therefore decided not to uphold a breach of paragraph 5.2 of the Code.

Decision: NOT UPHELD

ALLEGED BREACH TWO FAIRNESS- MISLEADING (Paragraph 5.4.1a)

*Services and promotional material must not:
(a) mislead, or be likely to mislead in any way*

1. The Executive submitted that during the course of its monitoring of the social networking site Facebook, it was alerted to having '2 *secret admirers*' through the Facebook applications process. When the Executive clicked on the button '*Show me*', it was taken to a screen which provided two options:

- (a) '*Reveal Crush!*'
- (b) '*Sign up to win a years worth of cinema and we'll reveal your secret crush.*'

The Executive submitted that in its view the consumer expectation would be to click on the button entitled 'Reveal Crush!' which would then unveil a picture of the person who had the crush, however it was unable to discover the identity of the 'secret admirer' until option two had been completed (i.e.: answering 'Oscar award'-related questions for a chance to win a year's worth of cinema tickets). The Executive submitted that after answering the questions, it was required to enter a mobile phone number and that its expectation had been that by entering its number, the identity of the 'secret admirer' would be revealed, however, on entering its mobile phone number the identity of the 'secret admirer' was not forthcoming (either via the internet or via the mobile phone).

Shortcode 64848

The Executive submitted that during in-house monitoring it went through the Facebook application called 'Scramble'. The Executive submitted that a bar appeared at the top of the page which had no association with the quiz 'Scramble'. The bar read as follows:

*'(2) of your Friends challenged you at the IQ Quiz
(1) of them thinks you are dumb!'*

The Executive submitted that over the course of several days of in-house monitoring it established that when the above text appeared in the bar at the top of the page, the caption was the same, namely, that two of the user's friends had challenged the user to the 'IQ Quiz' and one friend was reported to think that the user was 'dumb'.

The Executive submitted that it was of the opinion that users on Facebook would have been more inclined to click on the button '*Accept Challenge*' located next to the quote in the bar at the top of the webpage because they were under the impression that their friends had already completed the 'IQ Quiz'.

The Executive submitted that it had referred the Information Provider to the final screen of the 'IQ Quiz' that stated '*ENTER YOUR MOBILE NUMBER TO CONTINUE TO YOUR RESULTS ENTER YOUR MOBILE NUMBER*'. The Executive submitted that it was of the understanding that if a mobile phone number was entered, the final screen would provide the user with the results of their completed 'IQ Quiz'. The Executive submitted that on entering the mobile phone number into the webpage a new screen appeared which asked the users to send a trigger word to shortcode 64848 in order obtain their results in relation to the completed 'IQ Quiz'; the button stated '*CLICK HERE TO GET YOUR SCORE*'. However, on clicking the button, users were not taken to a further screen to reveal their 'IQ Quiz' results. In addition, the Executive raised the concern that users may enter a made up number (which may belong to an unknown party) simply in order to proceed to the next screen under the assumption that they would get the results of their completed 'IQ Quiz' on their computer as opposed to their mobile phone handset. It was for these reasons that the Executive submitted that it considered the promotional material to be misleading.

In the addendum breach letter dated 17 April 2009, the Executive submitted that there appeared to be a further breach of Paragraph 5.4.1a of the Code in relation to a promotion relating to shortcode 64848. The promotion also used the caption that two friends were challenging you to the IQ Quiz and one thought you were dumb. In the Executive's opinion users on Facebook were more inclined to click on the button '*Accept Challenge*' located next to the quote in the bar at the top of the webpage because they were under the impression that their friends had already completed the 'IQ Quiz'.

The Executive submitted that, during a monitoring exercise on 12 May 2009, a screen appeared on Facebook which showed photos of the individuals who were Facebook friends of the individual who carried out the monitoring on Facebook. The Executive submitted that one of the Facebook friends displayed was a current member of staff at PhonepayPlus who confirmed that he had never completed an 'IQ Quiz' on Facebook. The Executive submitted it that it was of the opinion that users who had been misled into believing their friends had completed the test would be likely to both compete in and complete the 'IQ Quiz'. Furthermore, because the 'IQ Quiz' was apparently recommended by a friend, users were more likely to trustingly enter their mobile phone number in order to obtain the results or their completed 'IQ Quiz'.

The Executive submitted that this method of promotion (showing profile pictures and using names of real friends) was far more misleading than simply stating that two of the user's friends had challenged one to an 'IQ Quiz'.

2. The Information Provider stated that it had spent a considerable amount of time working with the Executive's compliance advice team, in order to come to a definitive marketing/ landing page template that offered both the Information Provider and the Executive enough comfort to ensure the protection of the end user. The Information Provider stated that this template had evolved to meet requirements that had developed from the latest adjudications and that the Information Provider had adjusted and submitted all pages to comply with the new template by an agreed deadline of 6 April 2009. The Information Provider stated that the webpage screenshots that were shown in the breach letter had preceded that date and were therefore outdated.

The Information Provider stated that it believed that some of the potential breaches cited arose from circumstances where its webpages had been misused by a publisher through one of the affiliate networks with which the Information Provider has a working relationship. The Information Provider stated that it was grateful that this issue has been brought to its attention by the Executive at an early stage. The Information Provider stated that it had kept in dialogue with the Executive in relation to this issue and had specifically had the IQ test amended in accordance with the Executive's recommendation and consequently, the '*Reveal your secret love crush*' promotion was immediately removed by the specific publisher. The Information Provider stated that both issues were resolved within one business day of it being made aware of them.

The Information Provider stated that, although the potential breaches identified had been committed by its affiliates, the Information Provider recognised the importance of its role in facilitating full compliance with the Code. The Information

Provider stated that as a result, it was in the process of making various changes to its relationships with its affiliates.

In response to the addendum of the breach letter dated 12 May 2009, the Information Provider stated that immediately following the notification of this issue by the Executive, it contacted the affiliate network concerned and ensured that the campaign was brought to an end by instructing the affiliate concerned to remove it with immediate effect. The Information Provider stated that it was currently working with the affiliate concerned as to how it could promote this service in a compliant manner. The Information Provider stated that according to the affiliate this promotion had already been replaced approximately one week prior to the date of the Information Provider's conversation with the affiliate, which occurred on 13 May 2009. However, this date appeared to be inconsistent with the date of the relevant screenshot which was 12 May 2009.

The Information Provider stated that immediately following notification of this issue by the Executive, the Information Provider traced the website to another one of its affiliates and sent that affiliate details of the complaint and instructed them to ensure the webpage was removed with immediate effect.

3. The Tribunal considered the evidence and concluded that the manner in which the promotion had been presented on the social networking site Facebook had led consumers to believe that their friends had taken the 'IQ Quiz' when this was in fact not the case, and thereby misled consumers into interaction with a quiz service that they ultimately did not want. The Tribunal also concluded that the method in which the service was promoted to be so remote from the reality of the service on offer so as to be misleading. The Tribunal noted the Information Provider's admission of the breach. The Tribunal therefore decided to uphold a breach of paragraph 5.4.1a

Decision: UPHELD

ALLEGED BREACH THREE PRICING INFORMATION (PROMINENCE) (Paragraph 5.7.2)

'Written pricing information must be easily legible, prominent, horizontal and presented in a way that does not require close examination. Spoken pricing information must be easily audible and discernible.'

1. The Executive submitted that when the promotion on shortcode 64848 was viewed on a computer resolution of 1024X784, the Executive was required to scroll down in order to view the pricing information. The Executive noted that part way through the 'IQ Quiz', the first line of the terms and conditions (containing pricing information) was visible and that this line contained pricing information. However, it was the opinion of the Executive that this information could have been more prominent.

The Executive submitted that it had referred the Information Provider to the screen shots of the promotion of the webpage called yourloverevealed.com/uk. The Executive noted that when this promotion was viewed on a computer screen resolution of 1024X784, the Executive was required to scroll down to view the

- pricing information. The Executive submitted that on the webpage where consumers would enter their mobile phone number in a tick box, text appeared explaining that consumers would be entered into a subscription service incurring weekly charges. However, the Executive submitted that the font colour of the text was dark grey on a black background and that in its opinion, since many consumers would generally have to scroll down to view the key terms and conditions which contained pricing, if the colours used had been sufficiently prominent so as to make them aware of the costs, consumers may not have entered their mobile numbers into the webpage.
2. In response, the Information Provider repeated its response to the alleged breach of paragraph 5.4.1a of the Code (as set out above).
 3. The Tribunal considered the evidence and concluded that it was satisfied with regard to the promotion on shortcode 64848 that on some screens, users would have needed to scroll down the page in order to view the written pricing information relating to the service. With regard to the 'Your Love Revealed' promotion, the Tribunal concluded that the font colour and the colour of the webpage background made the pricing information to not be prominent. The Tribunal therefore decided to uphold a breach of paragraph 5.7.2 of the Code.

Decision: UPHELD

**ALLEGED BREACH FOUR
SUBSCRIPTION SERVICES – STOP COMMAND (paragraph 7.12.2)**

'It must always be possible for a user to leave a subscription service by using the 'STOP' command.'

1. The Executive submitted that 11 of the 69 complainants reported to have sent 'STOP' to shortcode 85115 on several occasions but continued to receive chargeable text messages and as a result, the Executive was of the opinion that some users had sent the 'STOP' command but were unable to leave the subscription service.
2. The Information Provider stated that in relation to the technical functionality of the service it had noted and fully investigated the concerns expressed by the Executive namely that the 'STOP' function did not work. The Information Provider stated that it had looked up each of the MSISDN numbers provided by the Executive and found that none of those numbers were on its database. The Information Provider stated that these users were therefore not its customers and that it suspected that these complaints related to other services. The Information Provider stated that there had been an error in linking those users to the Information Provider's services.
3. The Tribunal considered the evidence and was satisfied that the 'STOP' command was functioning correctly in relation to the services operating on the shortcode 85115. The Tribunal accepted the Information Provider's submission that the complaints received actually related to another service. The Tribunal therefore decided not to uphold a breach of paragraph 7.12.2 of the Code.

Decision: NOT UPHELD

ALLEGED BREACH FIVE

SUBSCRIPTION- PROMOTIONAL MATERIAL/TERMS OF USE (paragraph 7.12.3a)

'Promotional material must:

a) Clearly indicate that the service is subscription-based. This information should be prominent and plainly visible and/or audible to consumers.'

1. The Executive made reference to the screen shots of the promotion of the 'IQ Quiz' (operating on shortcode 64848). The Executive submitted that once the users had accepted to take the 'IQ Quiz' from the Facebook webpage, at the very top of the next webpage, there was small text which read:

'THIS IS A SUBSCRIPTION SERVICE INDEPENDENTLY OFFERED BY 2WAYTRAFFIC, THE WAY THE SERVICE WORKS IS EXPLAINED IN THE BOTTOM OF THE PAGE.'

The Executive noted that if users scrolled down the screen, the first line within the 'Summary terms' stated *'This is a subscription service. It will cost £4.50 a week, until you send STOP to 64848...'*

The Executive submitted that is was of the opinion that; users would not associate the 'IQ Quiz' with the subscription service; the wording at the top of the page was not sufficiently prominent and should have clearly indicated to users that by completing the 'IQ Quiz' they would be entered into a subscription service at a cost of £4.50 per week.

2. The Information Provider stated that it noted specifically that the webpage cited in support of this alleged breach had been submitted to the Executive on 6 April 2009 for formal approval after reaching consensus with the Executive's compliance team on an appropriate framework for the information required. The Information Provider stated this was preceded by discussions with individuals in the team. The Information Provider stated that it received no response in relation to its request until 28 April 2009.

The Information Provider considered that it would be extremely unfortunate, particularly by way of precedent, if the Executive were to consider upholding a breach in respect of promotional material which was the subject of ongoing advice from the compliance team and that such a finding would directly contradict the very purpose of the ongoing dialogue with the Executive's compliance team which served to ensure that the Information Provider's services were supported by compliant and robust promotions.

3. The Tribunal considered the evidence and concluded that the 'IQ Quiz' webpage had clearly indicated that the service was subscription based. The Tribunal noted that the webpage had been the subject of ongoing compliance advice and also noted the Information Provider's representations that it had made further

improvements to the service. The Tribunal therefore decided to not uphold a breach of paragraph 7.12.3a of the Code.

Decision: NOT UPHELD

SANCTIONS

The Tribunal's initial assessment was that, overall, the breaches taken together were **significant**.

In determining the sanctions appropriate for the case the Tribunal took into account the following aggravating factors:

- The behaviour of the Information Provider was reckless in its operation and promotion of the services;
- There was material consumer harm being that there were 280 complaints and inconvenience and annoyance to a significant number of people;
- The service is a concealed subscription service and such services have been singled out for criticism by PhonepayPlus.

In mitigation, the Tribunal noted the following factors:

- The Information Provider requested compliance advice regarding these and other similar services.
- The Information Provider co-operated with the Executive when notified of the breaches.

Having taken into account the aggravating factors and the mitigating factors, the Tribunal concluded that the seriousness of the case should be regarded overall as **significant**.

The Tribunal therefore decided to impose the following sanctions:

- A Formal Reprimand;
- A £40,000 fine;
- The Tribunal ordered the Information Provider to seek compliance advice in respect of the issues identified by the Executive in relation to the service within two weeks from the date of publication of the summary decision, such advice to be implemented to the satisfaction of the Executive within two weeks of receipt.
- The Tribunal also stated its expectation for claims for refunds to continue being paid by the Information Provider for the full amount spent by complainants, except where there is good cause to believe that such claims are not valid.