

Tribunal meeting number 224

Case reference: 137924

Level 2 provider: Halak Online Ltd

Type of service: Information, Connection and Signposting Service (ICSS)

Level 1 provider: N/A

Network operator: Dynamic Mobile Billing

This case was brought against the Level 2 provider under Paragraph 4.5 of the Code of Practice

Background

The case concerned the Helpline Contact Number call connection service, operating on the number ranges 0871 434 XXXX, 0871 872 XXXX, 0870 046 XXXX and 0870 062 XXXX (the “**Service**”).

The Level 2 provider for the Service was Halak Online Ltd (the “**Level 2 provider**”). The Level 2 provider had been registered with the Phone-paid Services Authority since 25 January 2016 but was now listed as ‘de-registered.’

The Network operator for the Service was Dynamic Mobile Billing Ltd (the “**Network operator**”).

The service

The Service was a call connection service that offered connection to organisations sought by consumers. In addition, the service offered consumers the option of downloading a recording of their phone call. The Level 2 provider supplied the following description of the Service:

“Helplinecontactnumber.co.uk” allows customers to record their calls with all companies listed on our website through 0871 access numbers.”

The Service costs 13p per minute plus any call connection charges. The Level 2 provider stated that from 16 October 2017 the Service began operating on 0870 numbers and the price point changed from 13p to 10p. The Executive contacted the Network Operator to confirm the date on which the price point of the service changed and when the Service began operating on 0870 numbers. The information provided by the Network Operator showed that different premium rate numbers began operation on 0870 on different dates.

The Level 2 provider stated that the 0871 numbers began working on the Level 2 provider website in June 2017.

The Executive noted that the Level 2 provider made amendments to the Service operation and promotion during the investigation.

In response to a direction for information dated 18 October 2017 the Level 2 provider supplied the following summary of the operation of the Service:

“When customer visit our website, he has clear information on our main page about the service we offer and the tariff.

Helplinecontactnumber.co.uk – New recording service

Helplinecontactnumber.co.uk allows you to record your calls with all companies listed on this website through 0871 access numbers. Calls through 0871 access numbers cost £0.13 per minute plus your phone provider’s access charge.

Please be aware that calls to other access numbers will not be recorded.

How can I get the recording file?

You can get the recording file by filling out the following information in [contact form](#):

Call Date

Call Time

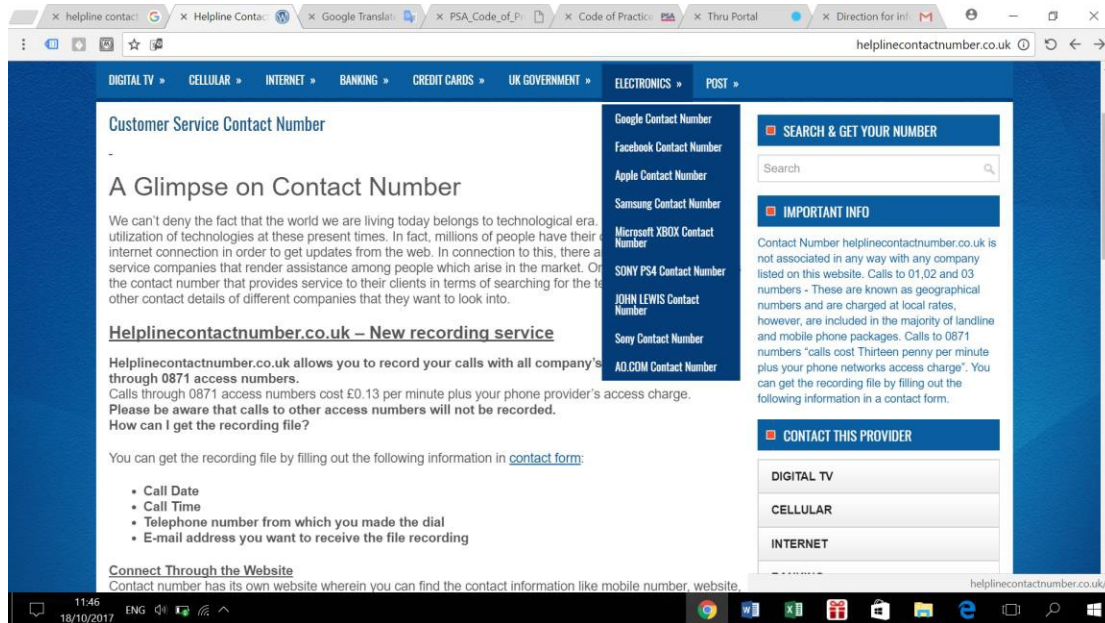
Telephone number from which you made the dial

E-mail address you want to receive the file recording

We offer the service on this website only and we do not use other promotional material or text messages.

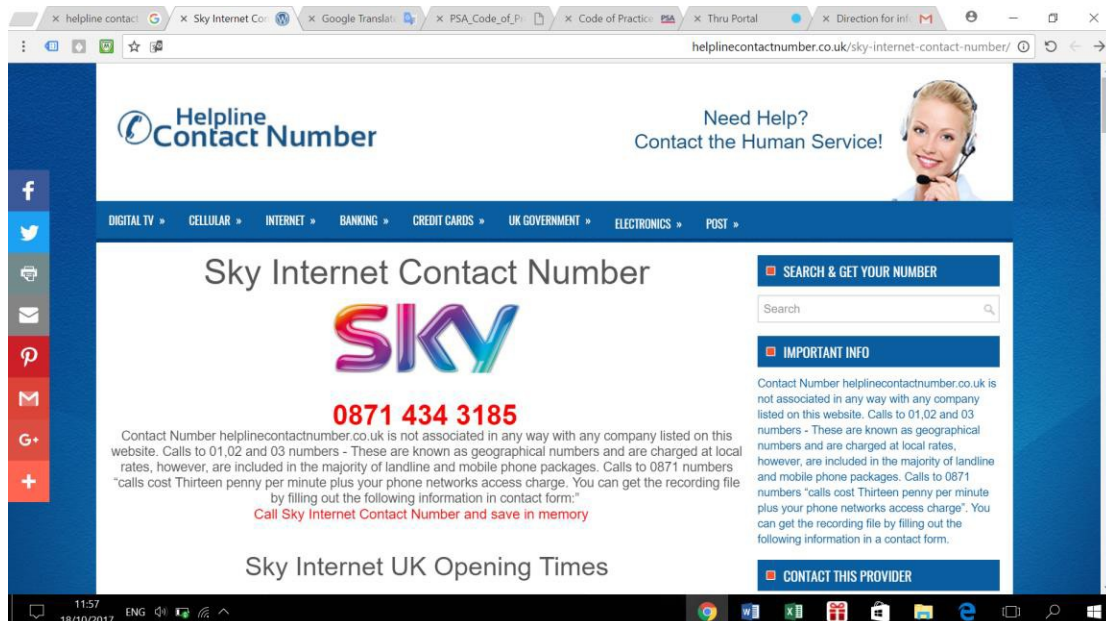
User flow:

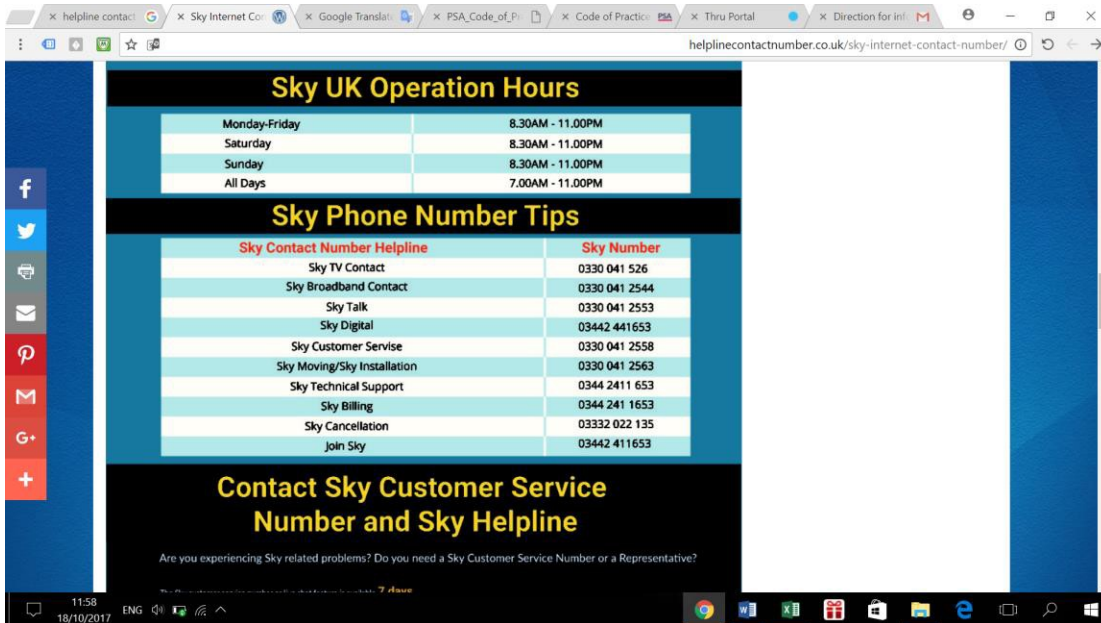
In our main page the customer can read about our service we offer and choose the company he wants to talk with.



After he choose the company to talk with he gets a few options:

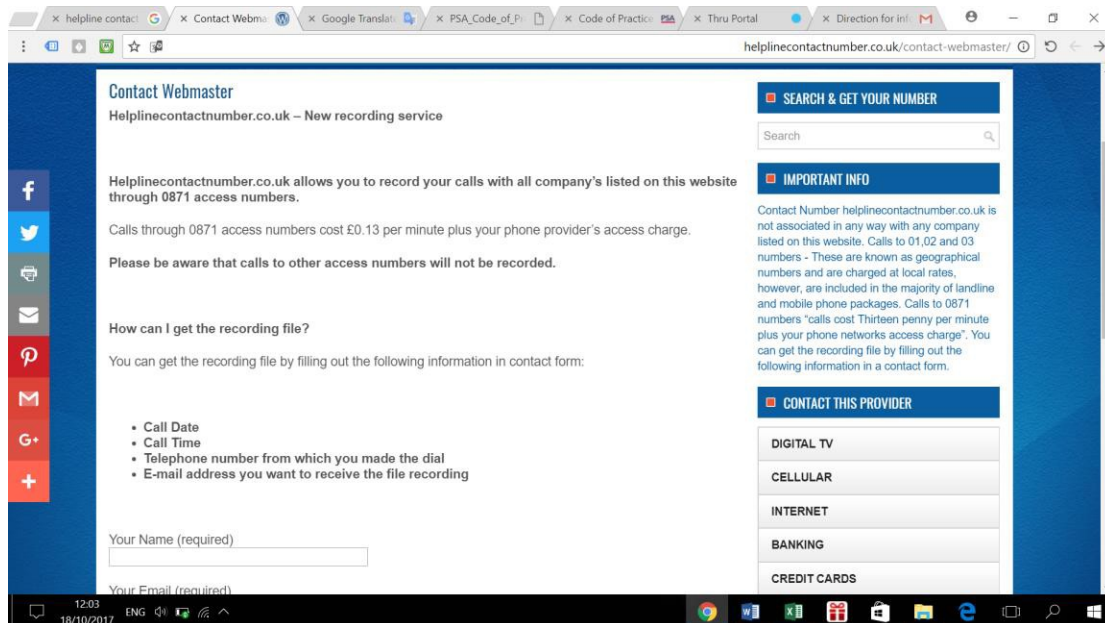
- a) Recording the call through 871 number
- b) Direct call through the official numbers with regular fix line tariff or toll-free number
- c) We also give the customers tips, general information, rates and comments





To get the recording file customer have to fill out the following information in contact form:

- Call Date Call Time
- Telephone number from which you made the dial
- E-mail address you want to receive the file recording



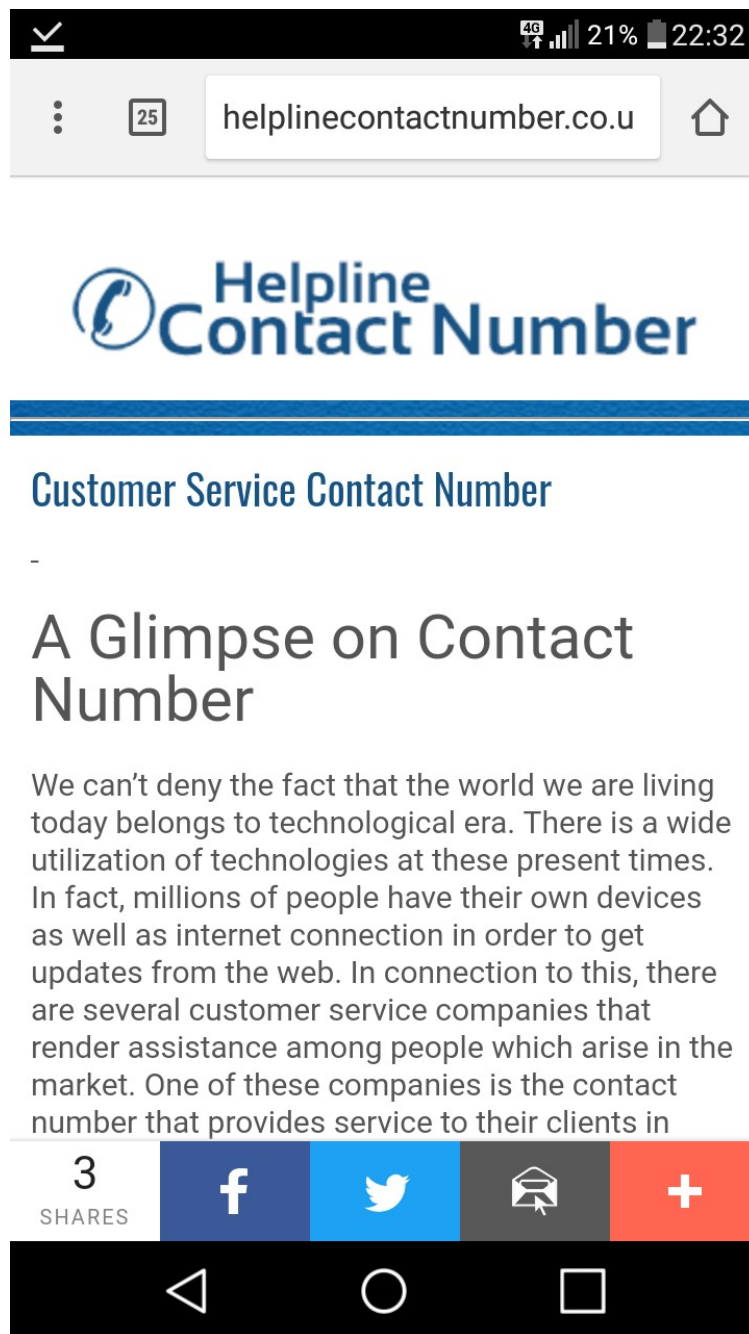
Customer can find our service on web only.

We do not have any campaigns or promotions by Email marketing, Text messages or any affiliates.”

In response to a direction dated 10 November 2017, the Level 2 provider supplied the following full step by step consumer journey for mobile users :

1. Mobile user flow:

- In our main mobile page, the customer can read about our service we offer and choose the company he wants to talk with.





they want to look into.

Helplinecontactnumber.co.uk – New recording service

Helplinecontactnumber.co.uk allows you to record your calls with all company's listed on this website through 0870 access numbers.

Calls through 0870 access numbers cost £0.10 per minute plus your phone provider's access charge.

Please be aware that calls to other access numbers will not be recorded.

How can I get the recording file?

You can get the recording file by filling out the following information in [contact form](#):

- **Call Date**
- **Call Time**
- **Telephone number from which you made the dial**
- **E-mail address you want to receive the file recording**

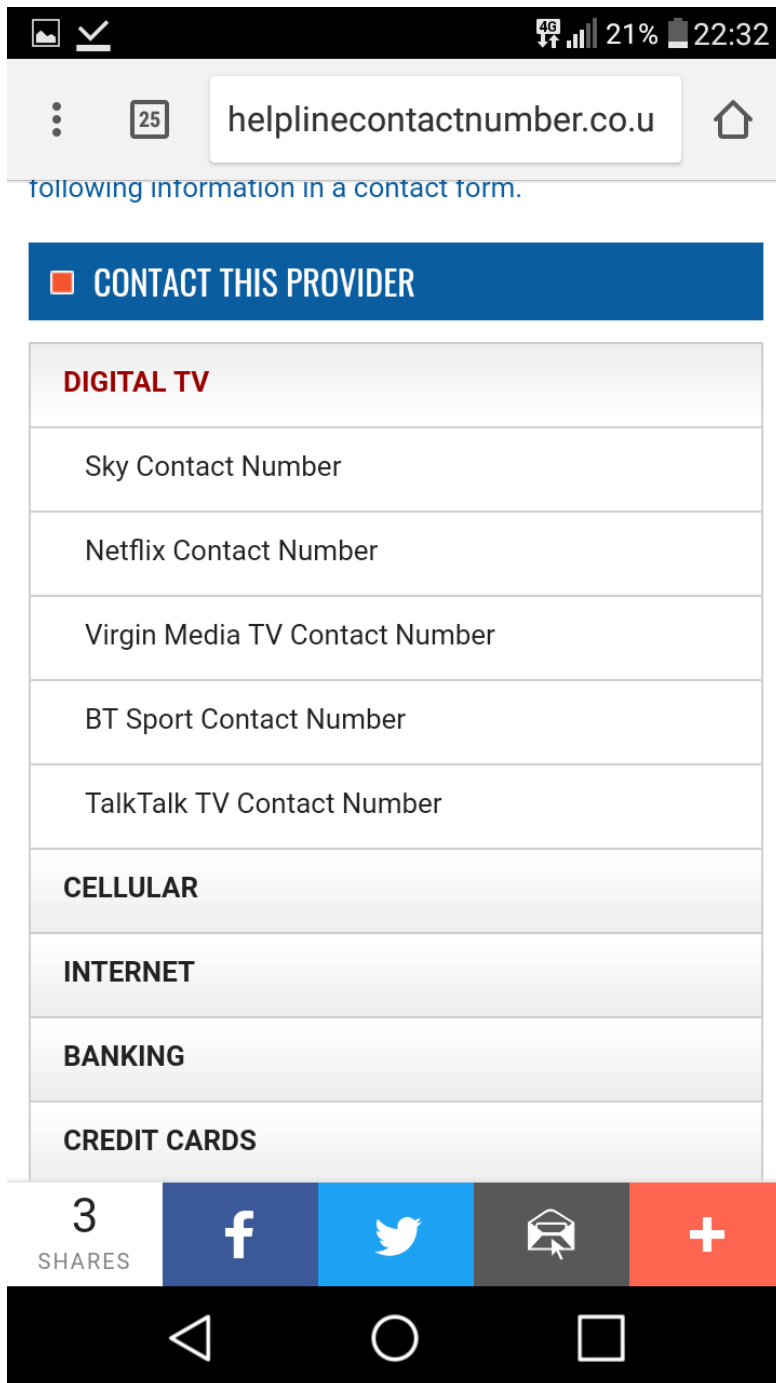
Connect Through the Website

Contact number has its own website wherein you can find the contact information like mobile number, website, the telephone number of various companies. This is basically called "Helpline

3

SHARES





following information in a contact form.

CONTACT THIS PROVIDER

DIGITAL TV

Sky Contact Number

Netflix Contact Number

Virgin Media TV Contact Number

BT Sport Contact Number

TalkTalk TV Contact Number

CELLULAR

INTERNET

BANKING

CREDIT CARDS

3
SHARES



After he choose the company to talk with he gets a few options:

- a) Recording the call through 871 number
- b) Direct call through the official numbers with regular fix line tariff or toll- free number
- c) We also give the customers tips, general information, rates and comments"

Microsoft XBOX Contact Number



Click Here To Dial

Call Microsoft XBOX Contact Number and save
in memory

Contact Number helplinecontactnumber.co.uk is
not associated in any way with any company listed
on this website. Calls to 0870 numbers "calls cost
ten penny per minute plus your phone networks
access charge"

2 SHARES

f

Twitter

Envelope

+

Navigation icons: back, home, app drawer



it is obvious they might face some problems while using the services. to overcome this, Microsoft Customer Services are always available to serve the solutions for the queries of their customers.

The Microsoft customer services have specialized qualified members that look to the problems and try to resolve it as soon as possible.

One can use a toll-free number **08000188354**

to enquire about the licensing and activation problems of their product.



Contact Microsoft Customer Service

To know about the errors and defaults in the products one can always contact Microsoft Customer Services without hesitation and customer care executives will be too happy to help for your problems.



To get support for the products, Microsoft Support can be contacted on

03448002400

and

08000260330

and the executives are available from **5:00 AM - 9:00 PM** on **Monday to Friday** and **6:00 AM to 3:00 PM** on **Weekends** all according to Pacific Time.

Microsoft also believes in providing 24/7 customer service to solve the issues of their customers in every possible way.

A Toll-free number such as **08000188354**

is a 24/7 Microsoft customer care that can be contacted from any place.

Apart from making computer software, the company is also producing smartphones and tech products are capable of facing problems one day or the other.

To overcome there are various ways to contact services executives using Microsoft Contact Number, Microsoft Support, and Microsoft Helpline numbers.

All-time toll-free number to get support on various products is

08000188354 Microsoft support number is

03448002400 and Microsoft helpline number is

08000260330

One can use these numbers to register complaints or to enquire about the products and services and the executives will try to solve the issues as soon as possible.



5 (100

- [Microsoft Helpline](#)
- [Sony PS4 Helpline](#)

2



Click Here To Dial

lated



The Executive noted from its own monitoring that the Level 2 provider appeared to be using Google sponsored adverts. The Executive requested the *'FULL mobile and desktop consumer journey based on a user accessing the Service via Google Ads or any other sponsored search engine Halak Online may have used.'*

In response to a direction dated 3 December 2017, the Level 2 provider in relation to the question outlined above provided the following response:

'the experimental campaign failed and was cancelled so I cannot provide full mobile and desktop journey based on a user accessing the service via Google ads. In any case we believe that the consumer journey is very similar whether than the customer visited our site based Google organic search or visited our site based Googled ads. The customer searches for contact telephone number service center, which suppliers make sure to hide, and our website provides essential information including toll-free numbers, tips and recording calls service which is very important for our customers in case of disputes with the supplier. We use premium numbers to pay our servers costs by provide optimal customer service. [sic]'

The Executive noted that on 13 December 2017, the Level 2 provider supplied the following information in response to a direction for information:

"Although www.helplinecontactnumber.co.uk is our main website, we own also additional websites: 24-7helpline.co.uk; customer-helpline.co.uk, and all comply with regulatory requirements."

The Executive had taken monitoring screenshot evidence of both websites. The Executive noted that the website format for both the additional websites was nearly identical to that of the Service. Summary of complaints

The Executive had received 3 complaints concerning the Service since 16 September 2017.

Complainants variously alleged that the Service was misleading and that they were not made aware of the costs:

"I was billed for £10.71 from an unknown number. I would like to know the identity of the company making these charges as I do not recognise it."

"I was not aware of any charges. Sky will not accept responsibility and I have been charged £50"

"Consumer didn't see any pricing information on the website and didn't know she would be charged for the call."

The investigation

In accordance with the transitional arrangements set out at paragraph 1.8 of the PSA Code of Practice (14th Edition), the Executive conducted this matter as a Track 2 procedure in accordance with paragraph 4.5 of the Code of Practice (14th Edition).

The Executive asserted that the service contravened the Phone-paid Services Authority Code of Practice 13th and 14th Edition (“the Code”) and in particular the following Code provisions:

- Rule 2.2.7 – Pricing information
- Rule 3.4.1 – Registration
- Paragraph 3.11.3 – Special conditions ICSS 1
- Paragraph 3.11.3 – Special conditions ICSS 5
- Paragraph 3.11.3 – Special conditions ICSS 11
- Paragraph 3.11.3 – Special conditions ICSS 13

On 7 June 2018, the Tribunal reached a decision on the breaches raised by the Executive. The Tribunal considered the following evidence in full:

- the complainants’ accounts
- correspondence between the Executive and the Level 2 provider (including directions for information)
- correspondence between the Executive and the Network Operator
- PSA Special Conditions in respect of ICSS
- revenue and call volume information for the Service
- monitoring videos, audio recording and screenshots supplied by the Executive
- the Warning Notice and attachments.

Submissions and Conclusions

Alleged breach 1

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”

1. The Executive asserted that the Level 2 provider breached rule 2.2.7 because pricing given on the website was not prominent or proximate to the premium rate number on the website.

The Executive relied upon the content of the PSA Guidance on promoting premium rate services which states:

“Paragraph 3.2

As a starting point, pricing information will need to be easy to locate within a promotion (i.e. close to the access code, number or call to action for the PRS itself), easy to read once it is located and easy to understand for the reader (i.e. be unlikely to cause confusion). Loose or unclear descriptions of price are not acceptable, as they are unlikely to provide a sufficient understanding to consumers of how much they are being charged...”

Paragraph 3.7

“Pricing information needs to be put where consumers will easily see it, not where it is hard to find. This is because the price ought to be part of what attracts consumers into making a purchase. The rules in our Code are there because consumers want this information so they can choose what they buy and how much they pay for it. It is likely to be judged as ‘prominent’ if the information is clearly visible when a consumer makes their purchase and triggers the payment.”

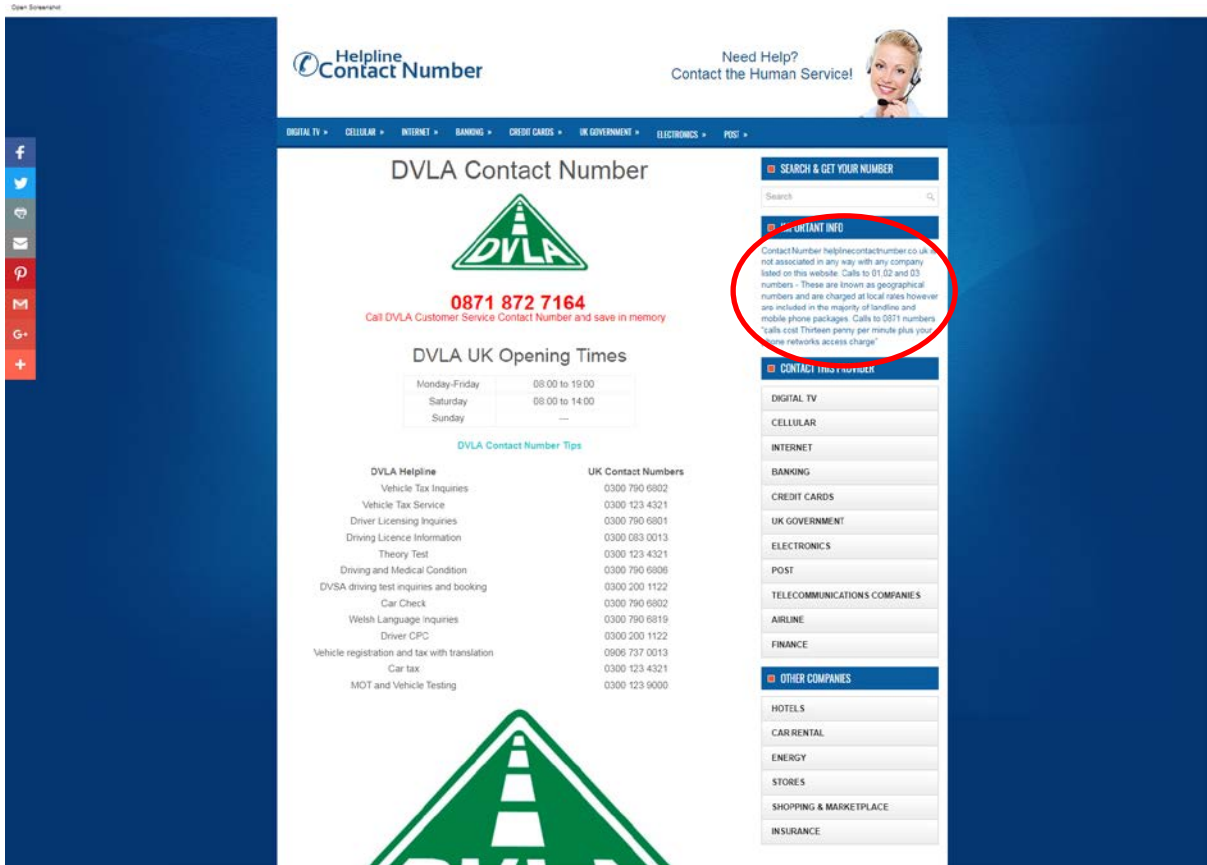
The Executive relied upon the following complaints from consumers:

“I was not aware of any charges. Sky will not accept responsibility and I have been charged £50.”

“Consumer didn’t see any pricing information on the website and didn’t know she would be charged for the call.”

The Executive had conducted both Desktop and Mobile monitoring on several different occasions for the Service between August 2017- November 2017. The Executive conducted further monitoring on 16 February 2018, where it noted that the Service website had been changed by the Level 2 provider.

The Executive noted from desktop monitoring conducted on 8 August 2017 that the Level 2 provider did not provide pricing information that was prominent or proximate to the premium rate number.



The Executive stated that it was clear from this monitoring evidence that the 0871 premium rate number appeared on the desktop website, with pricing information to the right hand side of the PRN within a block of text making it difficult for a consumer to read (circled in red by the Executive in the screenshot above).

On 30 November 2018 the Executive had conducted further desktop monitoring for the Service and noted that the website had changed. On the 30 November 2017 the monitoring showed pricing displayed in the following manner:

The screenshot shows the 'EE Contact Number' page on the website helpinecontactnumber.co.uk. The page features the EE logo and the phone number 0870 062 6702. Below the number, there is a table of UK opening times and a 'click to dial' button. The page also includes a search bar, important information, and a list of other contact numbers.

EE Contact Number

0870 062 6702

Contact Number helpinecontactnumber.co.uk is not associated in any way with any company listed on this website. Calls to 01, 02 and 03 numbers - These are known as geographical numbers and are charged at local rates, however are included in the majority of landline and mobile phone packages. Calls to 0870 numbers "calls cost ten penny per minute plus your phone networks access charge". You can get the recording file by filling out the following information in a contact form.

Call EE Contact Number and save in memory

EE UK Opening Times

Monday-Friday	8:00AM - 8:00PM
Saturday	8:00AM - 6:00PM
Sunday	8:00AM - 6:00PM

A Gist of EE Contact Number
Is your mobile company providing you all the support you need? Do you always get someone to help you with your inquiries, complaints and even compliments? Well, if your company can't be easily reached, then you have to think again! EE, is the United Kingdom's biggest parent service provider for mobile and internet service has shared their exemplary assistance by making it convenient and easy for their customers. In a matter of minutes, you can easily reach the EE contact number without having to drive to a local store. Oh yes, less effort, no robots, and only real people to converse with.

SEARCH & GET YOUR NUMBER

Search

IMPORTANT INFO

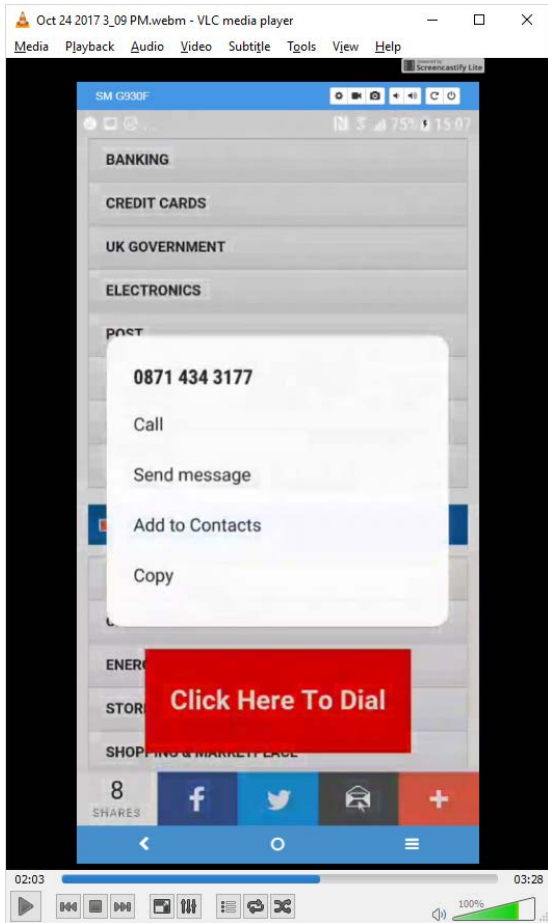
Contact Number helpinecontactnumber.co.uk is not associated in any way with any company listed on this website. Calls to 01, 02 and 03 numbers - These are known as geographical numbers and are charged at local rates, however, are included in the majority of landline and mobile phone packages. Calls to 0870 numbers "calls cost ten penny per minute plus your phone networks access charge". You can get the recording file by filling out the following information in a contact form.

CONTACT THIS PROVIDER

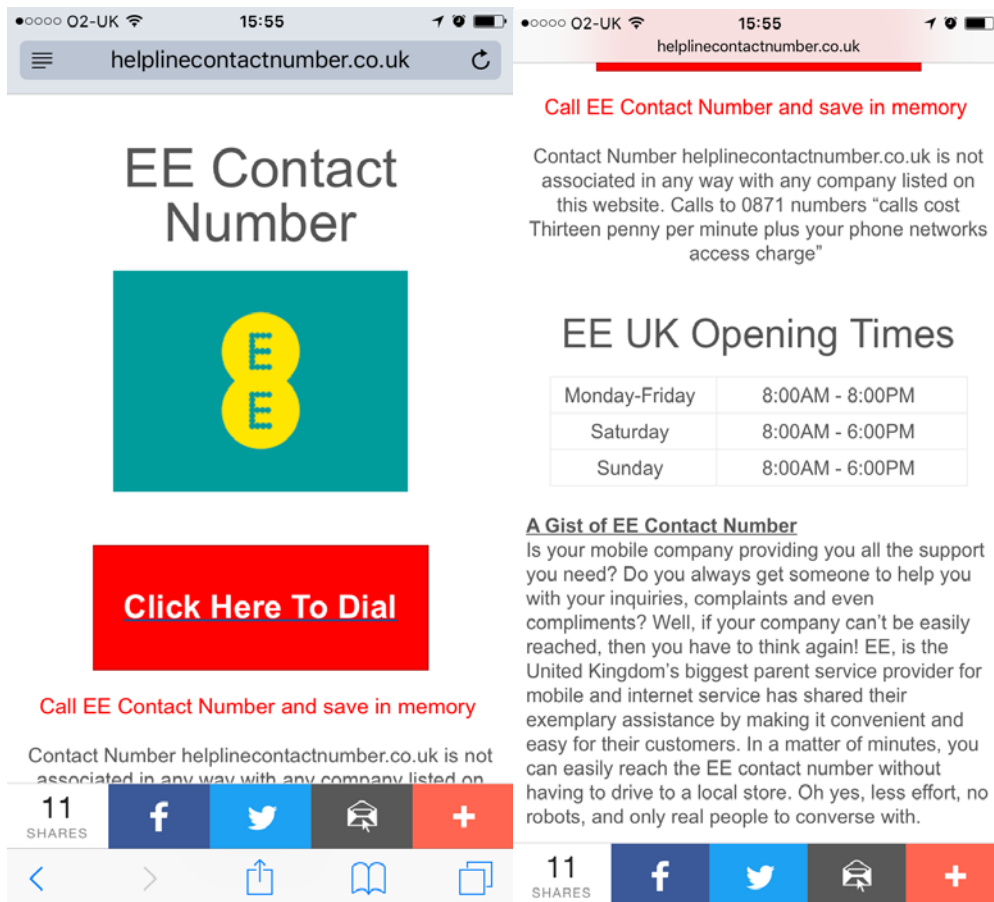
- DIGITAL TV
- CELLULAR
- ORANGE
- 3 Mobile Contact Number
- AT&T Contact Number
- Boost Mobile Contact Number
- EE Contact Number
- Metro PCS Contact Number
- 02 Contact Number

The Executive asserted that the pricing was displayed within a block of text and was therefore not prominent and proximate to the call to action. Nor was the pricing displayed in a clear manner: *'Calls cost ten penny per minute plus your phone networks access charge.'*

The Executive stated that the majority of traffic for the Service was via mobile and the Executive conducted several further pieces of monitoring for the Service using a mobile device. The Executive noted that pricing information was listed on the screen underneath a button which stated 'click to dial' which replaced the call to action. If a consumer clicked on this button they were prompted to then dial the service as can be seen in the following screenshot taken from monitoring conducted by the Executive on 24 October 2017:



The Executive noted from this monitoring that pricing appeared underneath the 'click to dial' button at the top of the page as per the following screenshots:



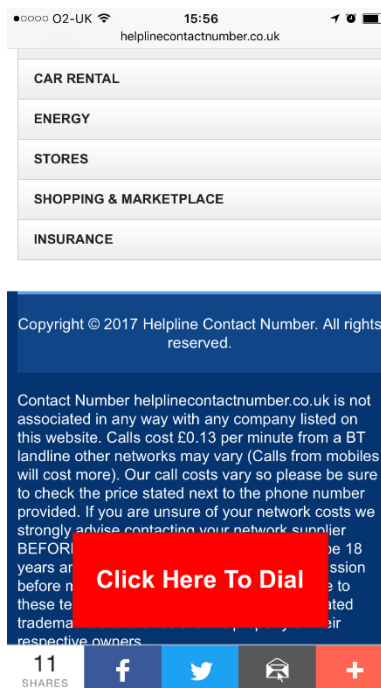
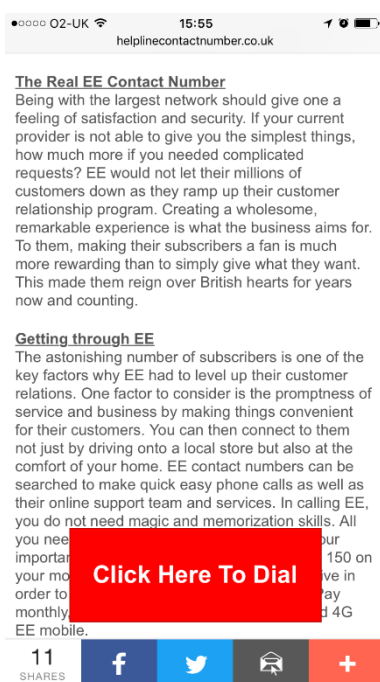
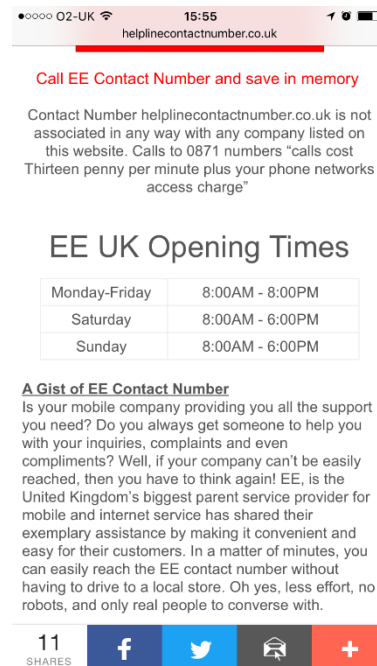
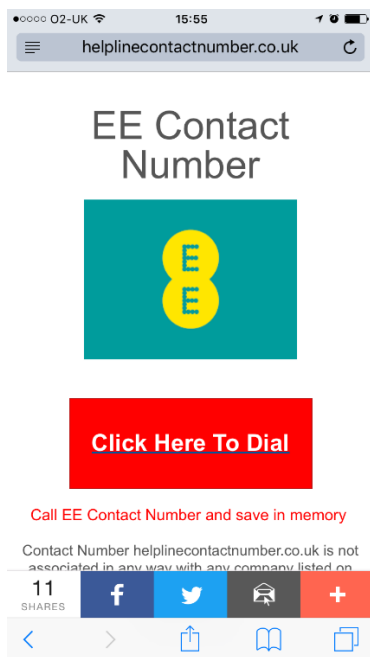
The Executive stated that the consumer would be required to scroll down below the fold in order to see pricing information. The Executive asserted that pricing was placed below the fold on the mobile monitoring journey and that the wording of the pricing was not prominent, having been placed within a block of text which was not clear for consumers. The Executive further asserted that the wording "calls cost thirteen penny per minute plus your phone networks access charge." was not easy to understand for the reader and would be likely to cause confusion as it is not written in clear English.

The Executive relied upon paragraph 3.2 of the PSA Guidance which states:

"As a starting point, pricing information will need to be easy to locate within a promotion (i.e. close to the access code, number or call to action for the PRS itself), easy to read once it is located and easy to understand for the reader (i.e. be unlikely to cause confusion). Loose or unclear descriptions of price are not acceptable, as they are unlikely to provide a sufficient understanding to consumers of how much they are being charged. Examples of unclear descriptions would include the following:

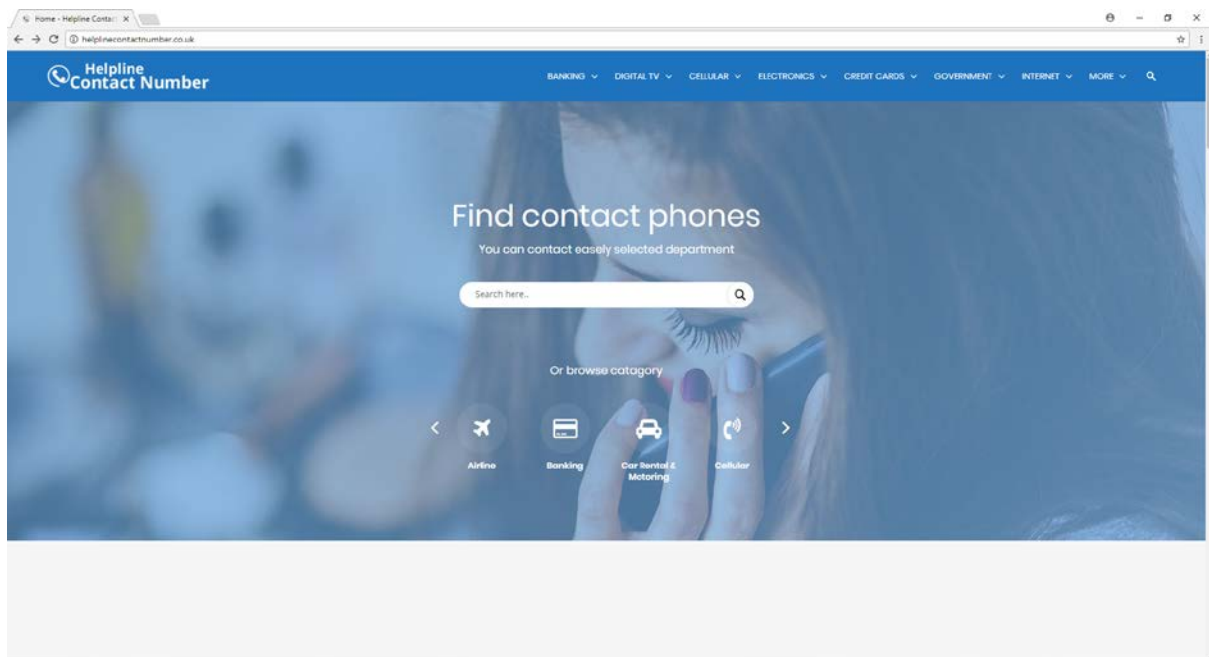
- 'premium rate charges apply'
- '100ppm'
- '1.50 GBP'
- '50p/min'"

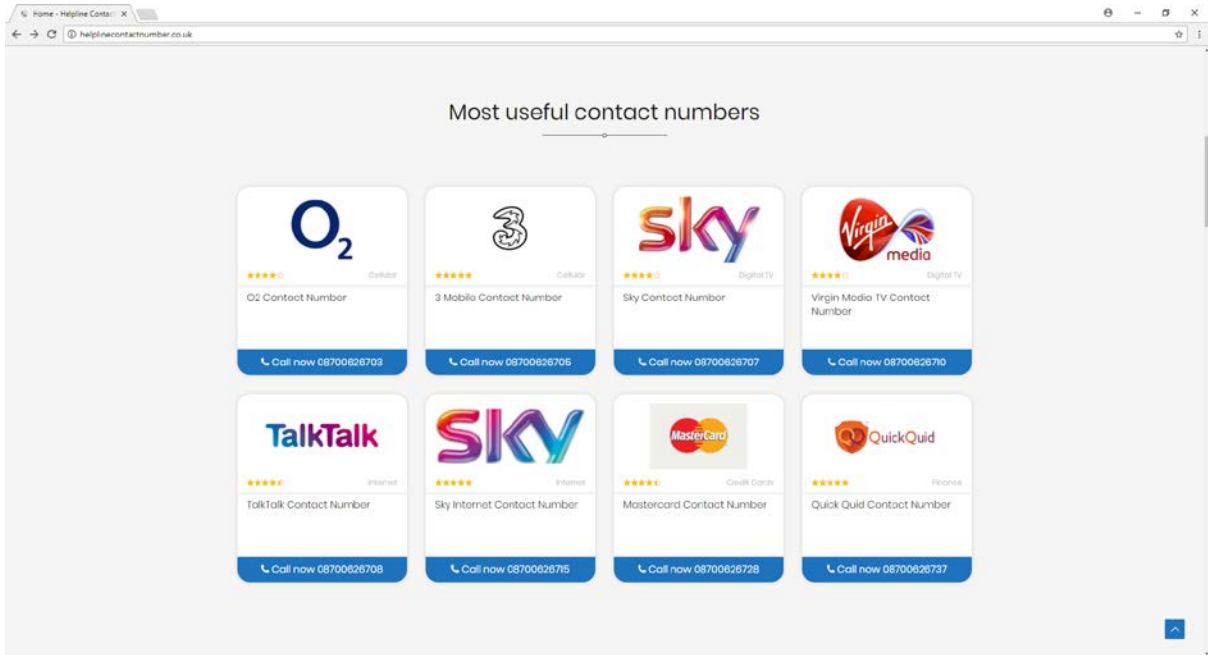
The Executive also noted that, as a consumer scrolled down the page on a mobile device, the 'click to dial' button continued to appear on the page as the consumer was scrolling, meaning a consumer could scroll down the page and dial the service at any point without having viewed any pricing information. The Executive relied upon the monitoring screenshots showing the Executive scrolling EE down the page on the Service. A full monitoring video journey was also supplied to the Tribunal:



The Executive submitted that the 'click to dial' button, which was displayed in a large red box and was stand-alone with white writing, would be likely to divert the attention of the consumer from the information about pricing. The Executive further submitted that the 'click to dial' button was the call to action and that when a consumer scrolled down the page, pricing information did not continue to be displayed. The Executive stated that, in light of the Level 2 provider's confirmation that 78% of its traffic was generated via mobile devices, the vast majority of users may not have been aware of pricing information prior to using the Service.

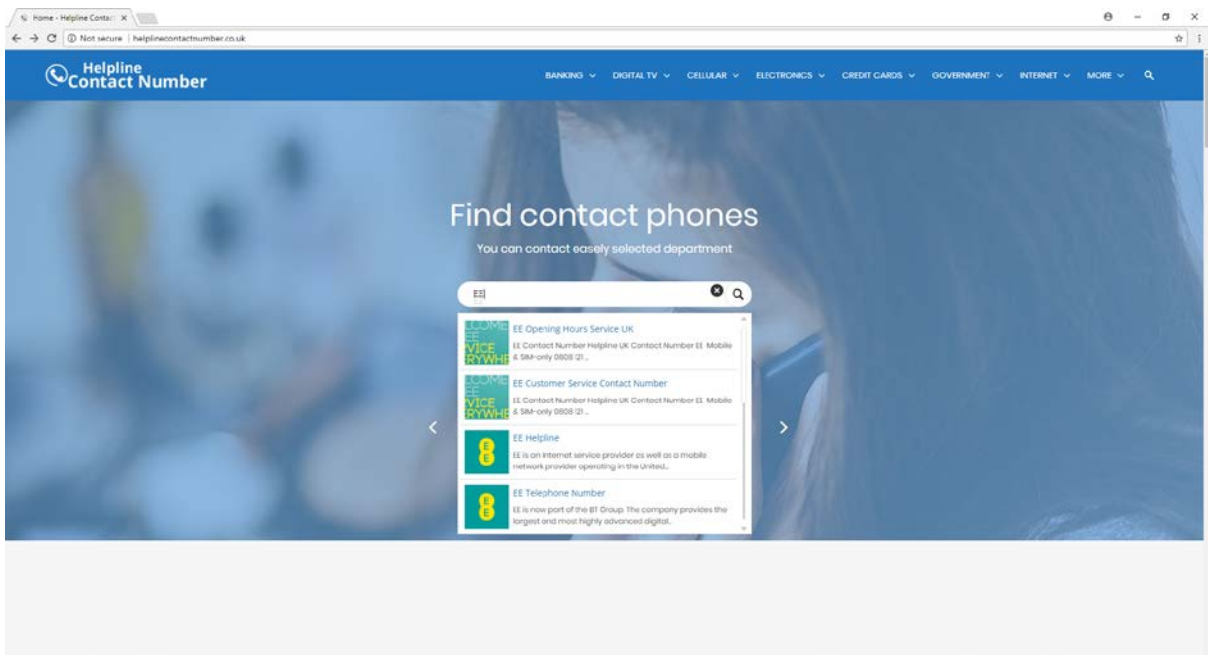
The Executive conducted further desktop monitoring on 16 February 2018 and noted that the website landing page had been changed by the Level 2 provider. The Executive's previous monitoring showed that no premium rate numbers were listed on the landing page for the Service. But from monitoring conducted on 16 February 2018 the landing page for the Service website now appeared as below:

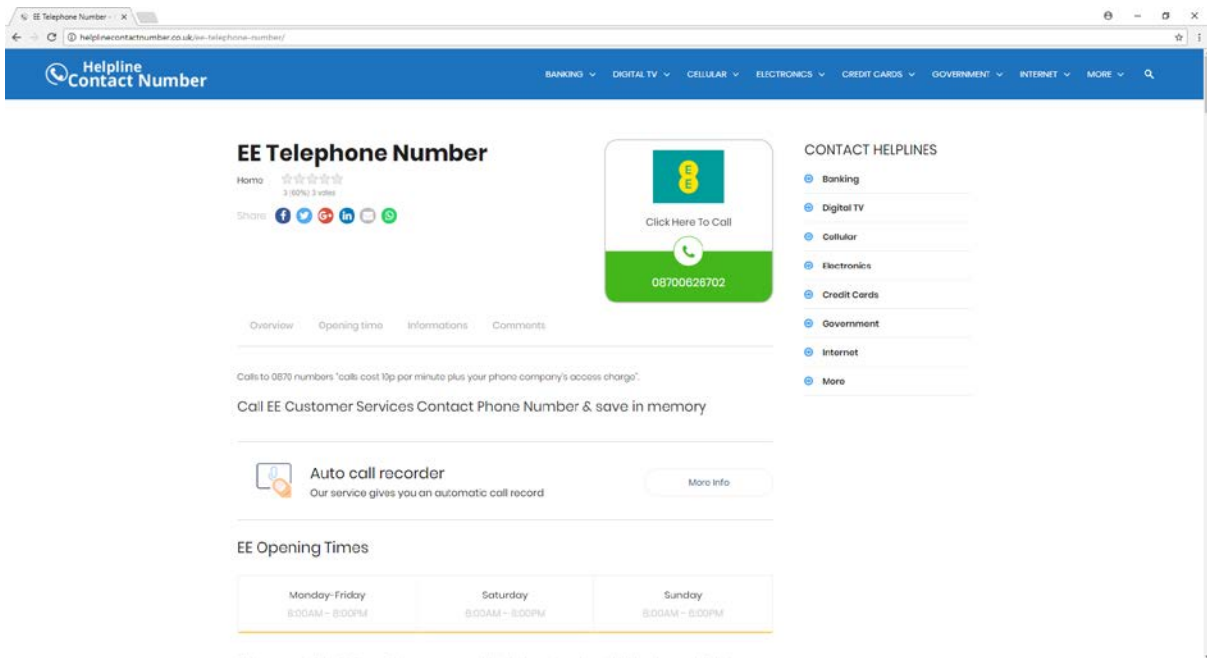




Premium rate numbers appeared on the desktop landing page for the Service with no apparent pricing information. The premium rate numbers were listed directly below the names of well-known brands as the 'contact number.' The Executive submitted that the monitoring screenshots demonstrated that it would not have been clear to service users that this was a premium rate service, rather than the contact number for the particular organisation that they were trying to contact.

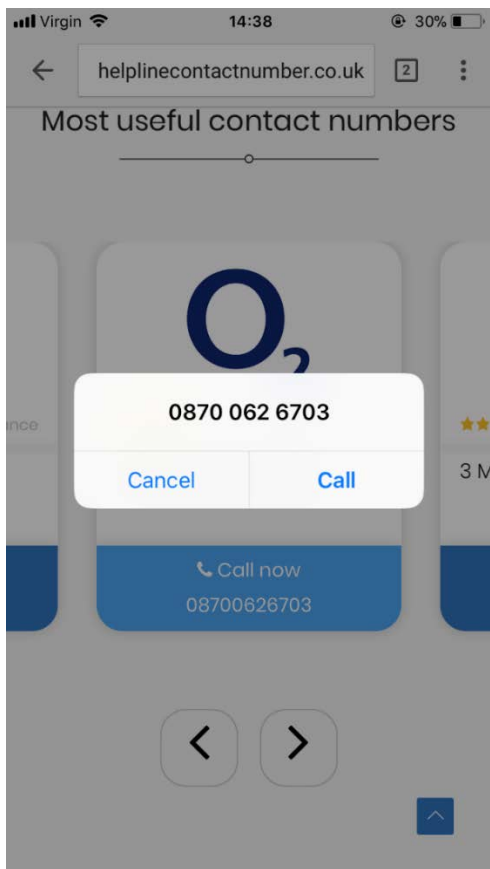
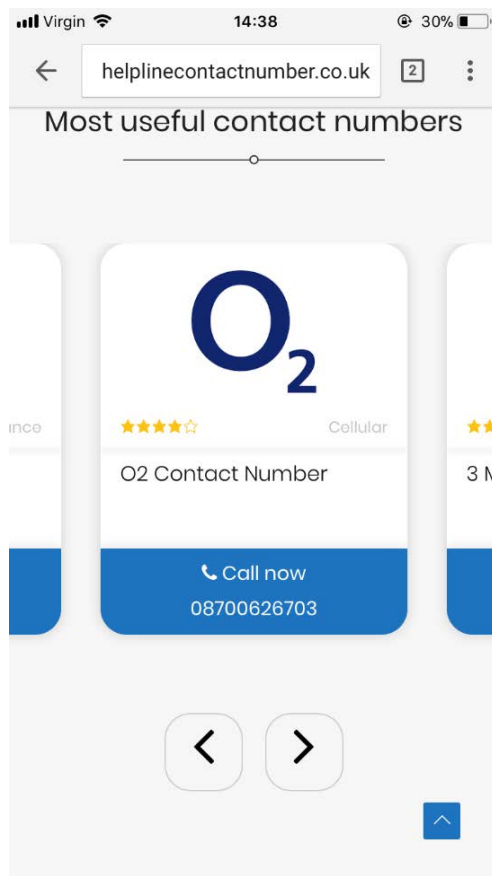
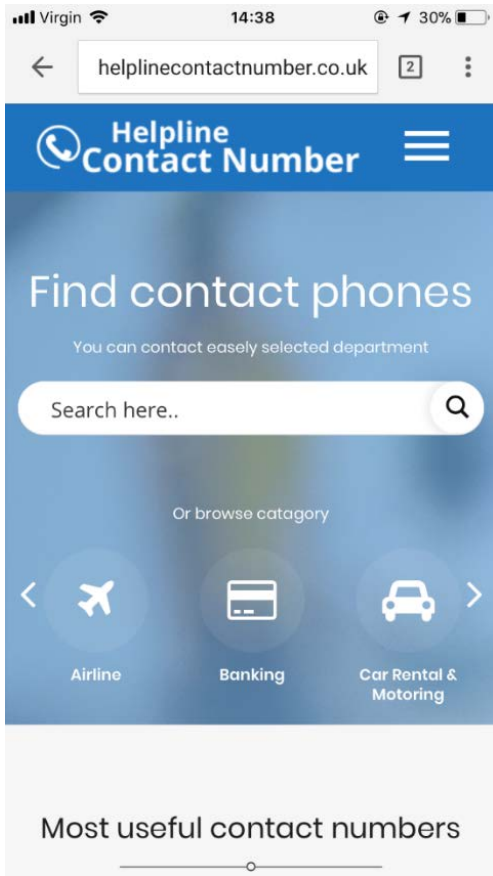
Furthermore, the Executive went on to monitor the desktop service page for the EE helpline contact number as can be seen from the screenshots below:





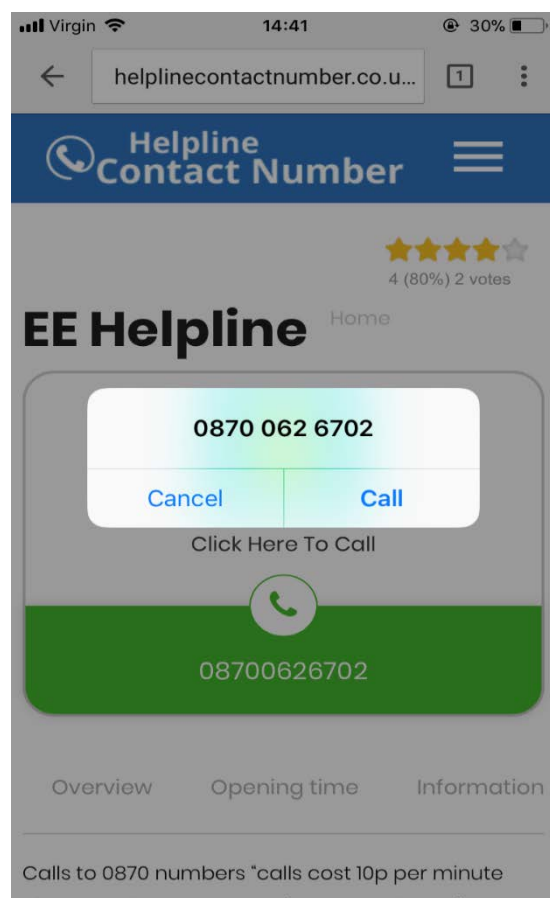
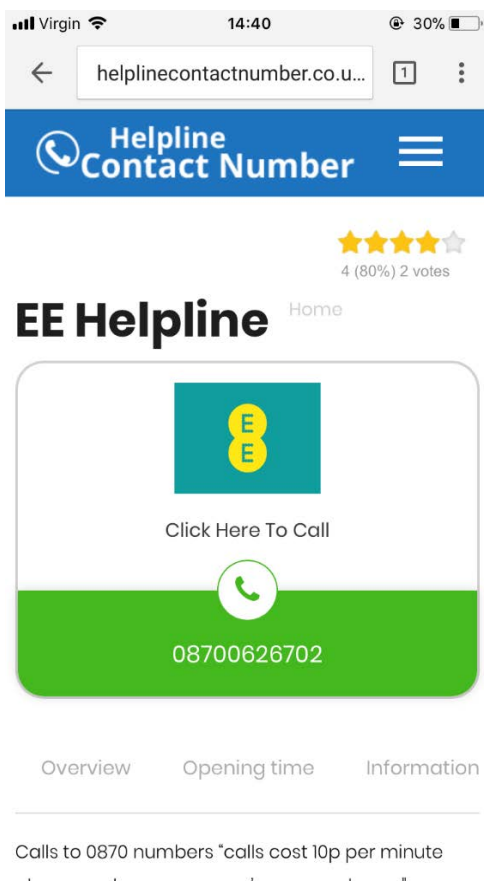
The Executive noted that the premium rate number appeared on the top right-hand side of the screen within a green box and that the pricing for the number appeared well below the premium rate number in smaller font in grey text on a white background. The Executive submitted that the pricing was not prominent or proximate to the call to action, making it difficult for consumers see and understand the cost of the call.

The Executive noted from mobile monitoring conducted on 16 February 2018 that the Service website had been changed by the Level 2 provider. Screenshots of the mobile landing page taken from the Executive's monitoring are below:



The Executive noted from the monitoring that, as a user scrolled down the page they were presented with what appeared to be the contact numbers for several well-known brand names. If a consumer clicked on the premium rate number it invited the consumer to dial. The Executive stated that at no point during its monitoring of the service did any pricing appear on the landing page near to the call to action. The consumer would therefore not have been aware of the cost of the call and, as the Service connected directly through without an Interactive Voice Response system, the consumer would have been unlikely to understand that the number they were calling was a premium rate number.

Furthermore, the Executive monitored the mobile journey for the EE helpline contact number, screenshots below:



Overview Opening time Information

Calls to 0870 numbers *calls cost 10p per minute plus your phone company's access charge*.

Call EE Customer Services Contact Phone Number & save in memory

Auto call recorder

Our service gives you an automatic call record

[More Info](#)

EE Opening Times



The Executive submitted that the 'click to dial' button, which was displayed in a stand-alone large green box with white writing, would have been likely to divert the attention of the consumer from the pricing information. The Executive further submitted that the 'click to dial' button was the call to action and that when a consumer scrolled down the page, pricing information did not continue to be displayed. In light of the Level 2 provider's confirmation that 78% of its traffic was generated via mobile devices, the vast majority of users may not have been aware of the pricing information prior to using the Service.

In summary, the Executive's asserted that the monitoring evidence demonstrated that the pricing information on the Service promotions was not sufficiently prominent and

proximate to the means of access to the Service. As a result, consumers may not have been aware of the Service costs prior to purchase. Consequently, a breach of Rule 2.2.7 had occurred.

2. The Level 2 provider did not make representations in respect of the alleged breach.
3. The Tribunal considered the Code and all the evidence before it, and in particular the monitoring evidence supplied by the Executive.

The Tribunal was satisfied that, although pricing information for the service was present, it was not prominent and was not proximate to the call to action. The Tribunal noted that the pricing was buried within a larger body of text and that the pricing disappeared when a consumer scrolled down. The Tribunal was further satisfied that, even when pricing was visible, the colour and size of the pricing information had the effect of making the pricing information far less prominent than other information on the page, most notably the telephone number to dial.

The Tribunal acknowledged that the website pricing information was clearer on the website than it was in the mobile promotions but noted that the vast majority of consumers would have accessed the service via the mobile promotions. In the Tribunal's view the lack of prominence and proximity of the pricing information was an intentional failing on the part of the Level provider, noting that the largest typeface was the telephone number and the smallest typeface was the pricing.

For the reasons set out above, The Tribunal was satisfied that the pricing information in respect of the service was not sufficiently prominent and proximate to the premium rate number and that, as a consequence, it was likely that consumers of the Service were unaware of the cost of the Service before using it.

Accordingly, the Tribunal upheld a breach of rule 2.2.7 of the Code.

Decision: UPHELD

Alleged breach 2

Paragraph 3.4.1 "Before providing any PRS all Network Operators, Level 1 and Level 2 providers must register with the PSA subject only to paragraph 3.4.3 below."

1. The Executive asserted that the Level 2 provider had acted in breach of paragraph 3.4.1 of the Code because the Level 2 provider was not registered with the Phone-paid Services Authority for a period of time when the Service was operational.

The Executive stated that from 1 September 2011 all Level 2 providers must register (or re-register if they had previously been "registered" under Code 11) with Phone-paid Services Authority prior to providing any premium rate services. In addition Code 14 registration must be renewed annually as per paragraph 3.4.8 of the Code.

The PSA had fully publicised the Code 14 requirements, both to individual Network operators and providers and Industry wide, prior to September 2011 and on an

on-going basis since that time. The current requirements were also clearly outlined on the Phone-paid Services Authority website.

The Level 2 provider had stated on 10 November 2017:

“We received the 871 numbers from Oxygen8 in January 2017, but we began to test recording service only in February 15, 2017”.

Revenue information provided to the Executive by the Network Operator showed revenue being generated for the Service from February 2017 onwards.

The registration scheme showed that the Level 2 provider was registered with the PSA from 25 January 2016 until 24 January 2017. The Level 2 provider status with the PSA was currently “de-registered”.

The Executive relied upon the below entries from the PSA database:

The screenshot displays the Microsoft Dynamics CRM interface for the organization 'Halak Online Ltd'. The 'Registration Details' section is expanded, showing the following information:

Field	Value
Registration Status	De-registered
Reference Number	ORIG837-20958-32973
Registered From Date	25/01/2016
Registered To Date	24/01/2017
First Registered On	25/01/2016

Other visible details include: Name: Halak Online Ltd; Primary Contact: Shemar, Elhad; Category: Private Limited Company; Fee Payable: Payable. The organization is currently Active.

The Executive noted that under paragraph 3.4.4 of the Code “Premium rate providers who fall within the exemption by virtue of paragraph 3.4.3, are not, in relation to any PRS to which the exemption applies, required to register with the PSA.”

One such exemption was for providers of lower cost services. However, as the Service operated by the Level 2 provider was subject to the Information, Connection and Signposting Services notice of Special conditions, it was still a requirement for the organisation to register as a provider to register under the Code. The Executive referred the Tribunal to the relevant guidance which stated:

“Paragraph 3.1

The Phone-paid Services Authority has exempted providers of lower-cost services from the requirement to register their services. However, if a provider offers services which are subject to special conditions in order to operate, they must register their organisation (whether that is a company or sole trader) and any such services.”

The Executive stated that the PSA registration scheme provided details of all PRS providers operating in the UK. The scheme was in place to benefit consumers by giving them information about providers which operated premium rate and to benefit PRS providers by assisting them with their due diligence. Providers which failed to register with the Registration scheme therefore undermined the ability of the scheme to achieve these goals.

The Executive submitted that the Level 2 provider was not registered on the Registration Scheme during a period of time when the service was operational, as required by the Code. Accordingly, the Executive submitted that the Level 2 provider had acted in breach of paragraph 3.4.1 of the Code.

2. The Level 2 provider did not make representations in respect of the breach.
3. The Tribunal considered the Code and all the evidence before it.

The Tribunal was satisfied that the service had been in operation while the Level 2 provider was unregistered. The Tribunal was also satisfied from correspondence exchanged with the Level 2 provider that the Level 2 provider was aware of its responsibility to register under the Code. As such the Tribunal considered the failure to register to be an intentional and continued breach.

In light of the above, the Tribunal was satisfied that the Level 2 provider was not registered when the service was operational. Accordingly, the Tribunal upheld a breach of paragraph 3.4.1 of the Code.

Accordingly, the Tribunal upheld a breach of Paragraph 3.4.1 of the Code.

Decision: UPHELD

Alleged breach 3

Paragraph 3.11.3 – “Any reference to compliance with the rules or obligations under this Code shall include compliance with obligations imposed under the Special conditions. A breach of any Special condition in respect of a high-risk service imposed under paragraph 3.11.1 shall be a breach of the Code.”

1. The Executive asserted that the Level 2 provider had breached rule 3.11.3 of the Code as a Special condition applicable to Information, Connection and/or Signposting Services (ICSS) had not been adhered to.

The Executive relied upon the evidence from monitoring conducted by the Executive, complainant accounts and the content of the Notice of Special Conditions for Information, Connection and/or Signposting Services (“ICSS Special Conditions”).

Paragraph 3.11.1 of the Code states:

“Where the PSA is satisfied there is or is likely to be a risk of:

a significant level of consumer harm; or

unreasonable offence to the general public, arising from a particular category of

Premium rate service (“a high risk service”),

it may impose conditions (“special conditions”) for the purpose of ensuring compliance with the Code’s outcomes. The conditions which may be imposed are the conditions set out in Annex Two and any related conditions which are necessary for the proper functioning of those conditions.”

The Notice of Special conditions for Information, Connection and/or Signposting Services published in accordance with paragraph 3.11.4 of the Code defines Information, Connection and/or Signposting Services (ICSS) as follows:

“Premium rate services, excluding full national directory enquiry services, 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.”

The definition creates two distinct categories of ICSS; services that provide connection to organisations sought by consumers and those that provide information, advice and assistance on organisations. The two categories are defined as follows:

“Type 1 – ‘Call connection’ services. Type 1 services offer connection to a small number of organisations, rather than the full range that a national Directory Enquiry (DQ) service provides. In some cases Type 1 services may, in addition to connection, offer the number the consumer is seeking.

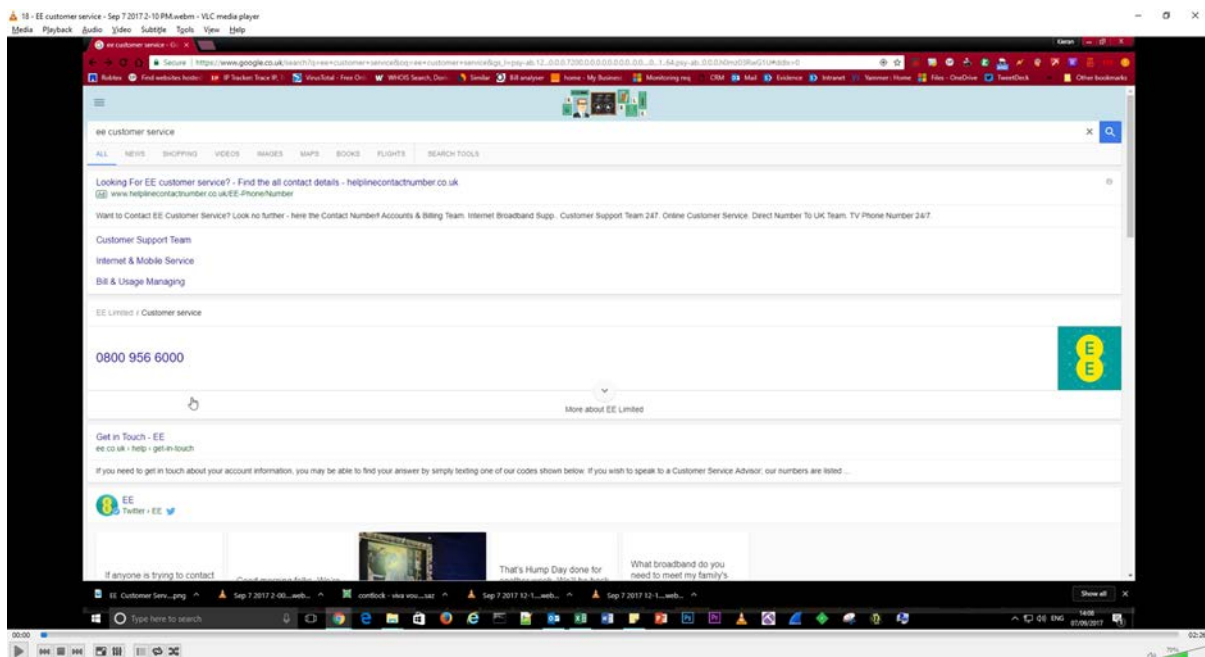
Type 2 – ‘Signposting’ and ‘Helpline’ or advice or assistance services (which may or may not include the consumer providing account details relating to an unrelated online account they hold, so that the ICSS provider can interact with the account on their behalf). Type 2 services usually offer consumers the number of one or a small number of organisations (but not onward connection to that number), operator-led assistance, or provide generic, pre-recorded advice via an Interactive Voice Response (IVR) system.”

The Executive argued that the Service fell within the Type 1 category for ICSS as, although it provided a call recording functionality, its primary purpose was to provide call connection to public or commercial organisations.

The Executive further argued that Special condition ICSS 1 had been breached by the Level 2 provider. Special Condition ICSS 1 states:

“Web-based promotions should not use internet marketing or optimisation techniques (such as metadescriptions or metatags) which mislead a consumer into believing (a) that their service is the actual service the consumer is seeking; or (b) that they are providing advice or information that is not already available from a public or commercial organisation (unless they genuinely are providing advice or information that is not available in this way). In addition, web-based promotions should contain metadescriptions which make the nature of the service clear and do not mislead the consumer into believing that they are the helpline or information the consumer is seeking. The Search Engine Marketing (SEM) should therefore clearly display a phrase which accurately describes the true nature of the service operated and promoted using the website to which the SEM links, such as “Premium rate connection service” or “Call connection service” within the result displayed for a Type 1 ICSS; and for example “Premium rate assistance service” or “Information assistance service” for a Type 2 ICSS. Such a phrase must be positioned to ensure it is clearly on-screen when the consumer views the search engine results. For the avoidance of doubt alternative phrases may be used where they meet the above SEM description requirement.”

The Executive conducted monitoring of the Service and captured the following sponsored advertising on Google:



The Executive sent a copy of the sponsored advertising to the Level 2 provider with the following questions in a direction for information dated 6 December 2017:

“The Executive notes from its own monitoring, that Halak Online Ltd were using Google sponsored adverts (please find attached monitoring journey). Please provide us with the period during which you were paying for Google sponsored adverts.

Please provide the FULL mobile and desktop consumer journey based on a user accessing the service via Google ads or any other sponsored Search Engine Halak Online may have used.”

On 13 December 2017 the Level 2 provider gave the following response

“Our main work method is to promote the website by SEO only.

The promotion was done by research and articles writing with added value for the customer. We use Wisdom of the Crowd to provide important and up-to-date information that includes Infographics, tips and also new companies offers that save time & money.

However, when we checked again we found that one of our freelancers tried to work with a sponsored advert (Google AdWords) between 3.8.2017 and 13.10.2017.

This campaign stopped because the advertising costs was higher than revenue.

It is hereby clarified that at the time of our reply there was no advertising on Google AdWords since the publication was cancelled at October 13, 2017 by our request.

As I mentioned in the previous section, the experimental campaign failed and was cancelled so I cannot provide full mobile and desktop consumer journey based on a user accessing the service via Google ads.

In any case, we believe that the consumer journey is very similar whether than the customer visited our site based Google organic search or visited our site based Google ads.

The customer searches for contact telephone number service center, which suppliers make sure to hide, and our website provides essential information including toll-free numbers, tips and recording calls service which is very important for our customers in case of disputes with the supplier. We use premium numbers to pay our servers costs by provide optimal customer service.”

The Executive submitted that, while the Level 2 provider had stated that Google AdWords were only used between 3 August 2017 and 13 October 2017, the monitoring journey conducted showed that the Level 2 provider had not adhered to the Special condition ICSS 1 during this time. ICSS 1 required that: *“web-based promotions should contain metadescrptions which make the nature of the service clear and do not mislead the consumer into believing that they are the helpline or information the consumer is seeking.”* The Executive submitted that that the use of language in the sponsored advertising such as *“Want to contact EE Customer Service?”* could mislead consumers into believing that the Service was linked to the actual public organisation.

The Executive further submitted that the sponsored advertising for the Service did not provide an accurate description of the Service. Special condition ICSS 1 required that *“The Search Engine Marketing (SEM) should therefore clearly display a phrase which accurately describes the true nature of the service operated and promoted using the website to which the SEM links, such as “Premium rate connection service” or “Call connection service” within the result displayed for a Type 1 ICSS”*. As the sponsored advertising did not provide an accurate description of the Service, the Level 2 provider had not adhered to Special condition ICSS 1.

In light of the above, the Executive asserted that a breach of paragraph 3.11.3 of the Code had occurred as the Special condition ICSS 1 has not been adhered to by the Level 2 provider.

2. The Level 2 provider did not make representations in respect of the breach.
3. The Tribunal considered the Code and the evidence before it and in particular the Executive's monitoring evidence in respect of the sponsored advertising for the Service. The Tribunal considered the meta-descriptions and words used in the sponsored advertising to be misleading to consumers as it created the impression that they were calling the organisation in question.

The Tribunal accepted that the Google Adwords campaign had been over a time-limited period of 9 weeks and that it had been conducted by a freelancer on behalf of the Level 2 provider. Notwithstanding this, the Tribunal considered that it was the obligation of the Level 2 provider to ensure that the service was promoted compliantly, noting that the Level 2 provider did not claim that the Google Adwords campaign took place without its knowledge. As such, the Tribunal was satisfied that the Level 2 provider had, at the very least, been reckless as to the whether or not the Google Adwords campaign was conducted in compliance with the Special conditions.

For the reasons set out above, the Tribunal was satisfied that the Google advert and meta-descriptions in respect of the Service did not comply with Special condition ICSS 1.

Accordingly, the Tribunal upheld a breach of Paragraph 3.11.3 of the Code.

Decision: UPHELD

Alleged breach 4

Paragraph 3.11.3 – “Any reference to compliance with the rules or obligations under this Code shall include compliance with obligations imposed under the Special conditions. A breach of any special condition in respect of a high risk service imposed under paragraph 3.11.1 shall be a breach of the Code”.

1. The Executive submitted that the Level 2 provider had breached rule 3.11.3 of the Code as a Special condition applicable to Information, Connection and/or Signposting Services (ICSS), namely Special Condition ICSS 5 had not been adhered to.

The Executive relied upon the Level 2 provider correspondence, complainant accounts, Service monitoring, and the content of the Notice of Special Conditions for Information, Connection and/or Signposting Services.

The Executive submitted that the Special condition ICSS 5 had not been met by the Level 2 provider:

Special condition ICSS 5

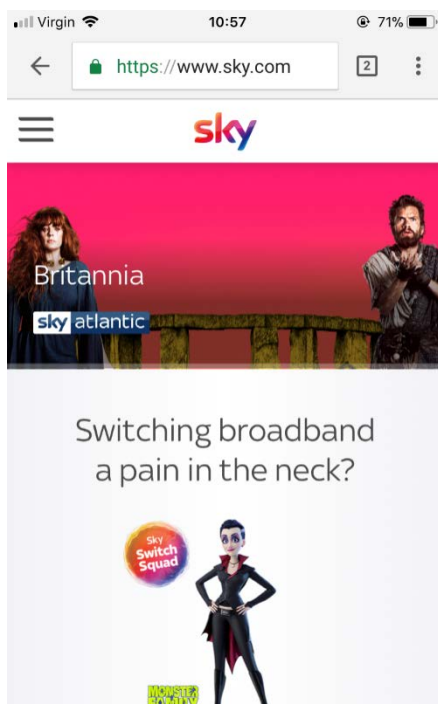
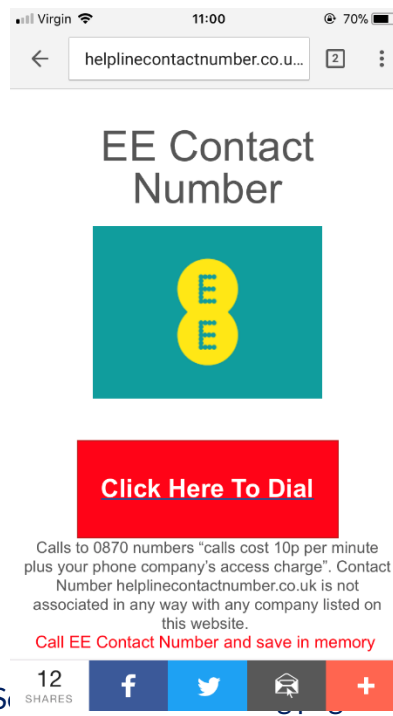
'Promotions must not use descriptions, colour or typeface which is, or may be, perceived to imitate the organisation the consumer is looking for. Promotions must not imply that advice and/or information is unique to an ICSS when the same advice and/or information are available from a public or commercial organisation.'

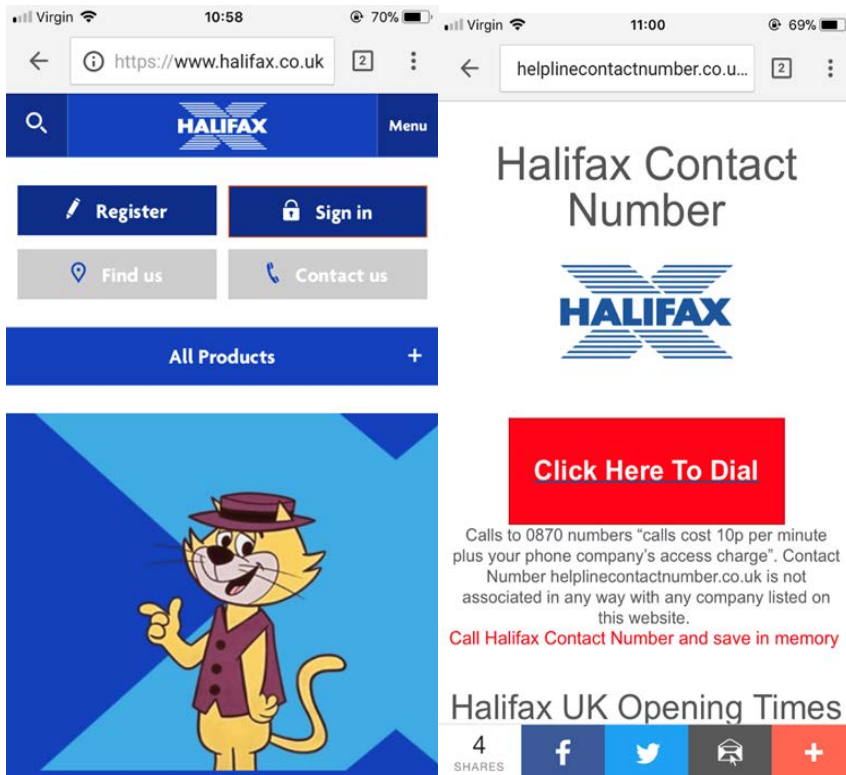
The Executive noted that the website landing pages for the Service used an identical typeface to that used on the website for the actual commercial or public organisation. In addition, on the Service website landing page, the logos used were identical to those used on the website for the actual commercial or public organisation. The Executive relied upon the below screenshots from the service monitoring:

Actual website landing page



Service website landing page





The Executive submitted that, while more recent monitoring of the service in February 2018 showed that the Level 2 provider had made some minor changes to the Service website, it was still using logos which were identical to the relevant public or commercial organisation.

In light of the above, the Executive asserted that a breach of paragraph 3.11.3 of the Code had occurred as the Special condition ICSS 5 has not been adhered to by the Level 2 provider.

2. The Level 2 provider did not make representations in respect of the breach.
3. The Tribunal carefully considered the Code and the evidence before it, and in particular the screenshots supplied by the Executive. The Tribunal noted from the screenshots that the logos used by the Level 2 provider were identical to the logos of the relevant organisations. The Tribunal was satisfied that the use of identical logos, together with the description of the premium rate numbers as the “contact number” for the relevant organisations, was designed to imitate the relevant organisation and to intentionally

mislead consumers. For these reasons, the Tribunal was satisfied, that the Level 2 provider had used promotional material for the Service which imitated the relevant organisations, in contravention of Special condition ICSS 5.

Accordingly, the Tribunal upheld a breach of Paragraph 3.11.3 of the Code.

Decision: UPHELD

Alleged breach 5

Paragraph 3.11.3 – “Any reference to compliance with the rules or obligations under this Code shall include compliance with obligations imposed under the Special conditions. A breach of any Special condition in respect of a high risk service imposed under paragraph 3.11.1 shall be a breach of the Code”.

1. The Executive asserted that the Level 2 provider had breached rule 3.11.3 of the Code as a Special condition applicable to Information, Connection and/or Signposting Services (ICSS), namely Special condition ICSS 11 had not been adhered to.

The Executive relied upon the Level 2 provider correspondence, complainant accounts, Service monitoring, and the content of the Notice of Special conditions for Information, Connection and/or Signposting Services.

The Executive submitted that its own internal monitoring of the Service demonstrated that the Level 2 provider had not adhered to Special condition ICSS 11 which states:

“Consumers must receive an alert at the start of the call before onward connection stating the following (in any order):

- (i) the price per minute;*
- (ii) that the ICSS provider is not [insert the end organisation’s name] or that the ICSS provider is [insert ICSS provider name]; and*
- (iii) the name of the end-organisation consumers will be connected to or given the option of connecting to.”*

The Executive submitted that the service monitoring demonstrated that no information regarding pricing was given to consumers upon dialling the premium rate number. Consumers were simply connected straight through to the relevant organisation with no mention of costs. The Executive relied upon sample call recordings.

For the reasons sets out above, the Executive asserted that a breach of paragraph 3.11.3 of the Code has occurred as Special condition ICSS 11 had not been adhered to by the Level 2 provider.

2. The Level 2 provider did not make representations in respect of the breach.
3. The Tribunal considered the Code and all the evidence before it, and in particular the Executive's monitoring in respect of the pre-recorded IVR message.

The Tribunal was satisfied that the pre-recorded message did not contain the price per minute, nor did it identify the Level 2 service provider or indicate to the consumer that they were not calling the end organisation directly. The Tribunal considered that the absence of this information made it likely that any consumers entering the Service would not have understood the nature of the Service or the pricing for the Service and that consequently, there was a significant risk of a consumer harm.

The Tribunal found that the Level 2 provider had been made aware by the Executive of the requirements of ICSS 11. The Tribunal did not accept the Level 2 its contention (advanced during correspondence with the Executive) that it did not know about them. The Tribunal noted that the Level 2 provider had been put on notice of the Special Conditions and, as such, the Tribunal was satisfied that the Level 2 provider had intentionally not complied with the Special condition ICSS 11.

For the reasons set out above, the Tribunal was satisfied that the Level 2 provider had not adhered to Special condition ICSS 11.

Accordingly, the Tribunal upheld a breach of paragraph 3.11.3 of the Code.

Decision: UPHELD

Alleged breach 6

Paragraph 3.11.3 – “Any reference to compliance with the rules or obligations under this Code shall include compliance with obligations imposed under the Special conditions. A breach of any Special condition in respect of a high risk service imposed under paragraph 3.11.1 shall be a breach of the Code”.

1. The Executive submitted that the Level 2 provider breached rule 3.11.3 of the Code as a Special condition applicable to Information, Connection and/or Signposting Services (ICSS) has not been adhered to.

The Executive relied upon the Level 2 provider correspondence, complainant accounts, Service monitoring, and the content of the Notice of Special conditions for Information, Connection and/or Signposting Services.

The Executive submitted that the Special condition ICSS 13 has not been met by the Level 2 provider. Special condition ICSS 13 states:

“ICSS providers must notify the Phone-paid Services Authority, within 48 hours of making the service accessible to the public, of all applicable telephone number(s) or access code(s) used

for the operation of the service and their specific designated purpose. Where these change or new numbers are added, all such telephone number(s) or access code(s) must also be notified to the Phone-paid Services Authority within 48 hours of their being put into public use.

For example, this information may include a premium rate number (PRN) beginning 09, a voice shortcode, and details of the company or organisation or service to which the number connects:*

- PRN 09xxxx120321 - VSC 65xx0 - offers connection to 'XL TV Co Ltd'"

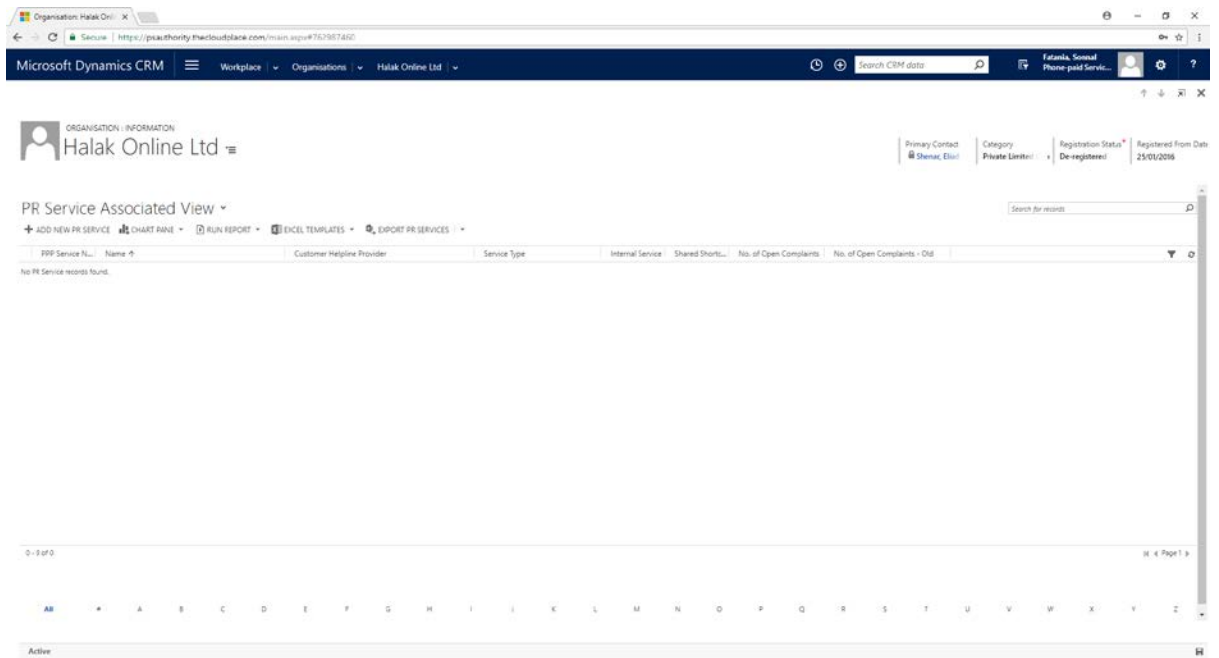
On 20 September 2017 the Executive requested that the Network Operator list all premium rate numbers associated with the Service. The Network Operator listed 130 numbers within the ranges 0871 434 and 0871 872.

In response to a direction dated 6 December 2017, the Level 2 provider confirmed that the service began operating its 0870 numbers from 16 October 2017. The Executive contacted the Network Operator to confirm the date on which the price point of the service changed and when the Service began operating on the 0870 numbers. The information supplied by the Network Operator showed that different Premium rate numbers began operation on the 0870 numbers on different dates.

On 15 December 2017, the Executive requested that the Network Operator list all of the 0870 numbers associated with the Service. The Network Operator listed 200 numbers within the ranges 0870 046 and 0870 062.

The Executive noted a discrepancy in the numbers provided by the Level 1 and Level 2 providers in relation to the Service, and chose to rely upon the information provided by the Network Operator in order to make further enquiries .

The below screenshot was taken from the Executive's CRM database, showing the associated PR Services for the Level 2 provider.



The Executive submitted that all Services registered to the Level 2 provider would appear in the relevant part of the CRM database. Upon analysis of CRM, the Executive noted that no Services were registered for the Level 2 provider, demonstrating that no Premium rate numbers in relation to the Services had been registered. Consequently, no result would have appeared if consumers had entered the service Premium rate numbers into the PSA number checker.

The Executive confirmed that the Customer Relationship Management system has been operational for the past year and that system logs showed that no attempt had been made to record a premium rate service for the Level 2 provider.

In light of the above, the Executive asserted that a breach of paragraph 3.11.3 of the Code had occurred as the Special condition ICSS 13 has not been adhered to by the Level 2 provider.

2. The Level 2 provider did not make representations in respect of the breach.
3. The Tribunal carefully considered the Code and the evidence before it. The Tribunal was satisfied that the relevant service numbers had not been registered with PSA, The Tribunal were further satisfied that the failure to register had spanned a long period of time, despite the Level 2 provider being aware of its responsibility to register the numbers under the Code and Special conditions.

Accordingly, the Tribunal was satisfied that Special condition ICSS 13 had not been adhered to and upheld a breach of paragraph 3.11.3 of the Code.

Decision: UPHELD

Revenue

The total service revenue generated for both the 0870 and 0871 numbers for the period February 2017 to January 2018 was **£92,058.37**.

The Level 2 provider's gross revenue for the period February 2017 to January 2018 for both the 0870 and 0871 numbers was **£64,169.65**.

The Executive submitted that 100% of the Level 2 provider's gross revenue should be taken into consideration for sanctioning purposes, as the Executive's case was that the majority of consumers who used the Service did so because they believed that they were contacting the relevant commercial or public organisation directly and were not aware that they would be charged at a premium rate.

SANCTIONS

Initial Assessment

1. The Executive's initial assessment, before any potential adjustment in light of aggravating or mitigating features or for proportionality, was that the following sanctions were appropriate:
 - a formal reprimand
 - a requirement that the Level 2 provider remedy the breach by addressing the issues around transparency and pricing, number registration and the ICSS Special conditions
 - a requirement that the Level 2 provider seek compliance advice on its Service promotions, such compliance advice to be implemented to the satisfaction of the Phone-paid Services Authority
 - a bar on access to the service until compliance advice is sought and implemented to the satisfaction of PSA and the breach has been remedied to the satisfaction of PSA
 - a requirement that the Level 2 provider must refund all consumers who claim a refund, for the full amount spent by them on the Service, within 28 days of their claim, save where there is good cause to believe that such claims are not valid, and provide evidence to PSA that such refunds have been made
 - a fine of £1,100,000 comprised of a fine of £150,000 each for breaches 1 and 2 and fines of £200,000 for breaches 3,4,5, and 6

based on a preliminary assessment of breaches 1 and 2 as "serious" and breaches 3, 4, 5 and 6 as "very serious".

2. The Level 2 provider did not make any representations in respect of the initial assessment of sanctions.
3. The Tribunal considered the Executive's initial assessment of sanctions and agreed with the Executive's assessment, save for the fine assessments in respect of breaches 3 and 6. The Tribunal considered the appropriate initial assessment in respect of these

breaches to be £100,000 for each breach. This reflected the Tribunal's view of the breaches as being "serious" rather than "very serious" as advanced by the Executive.

Assessment of Mitigating and Aggravating Factors

1. The Executive did not advance any mitigating factors going to either to the breach, or to the provider's conduct as a whole.

The Executive submitted that the following were aggravating factors:

- the Level 2 provider had failed to follow PSA Guidance
 - the Level 2 provider had been aware of the ICSS Special conditions since October 2017 and therefore the breaches had continued after the Level 2 provider became aware of them
 - the Level 2 provider had failed to make sufficient changes to the promotional material throughout the course of the investigation and the service was still running non-compliantly as at the date of the Tribunal.
2. The Level 2 provider did not make any representations in respect of the assessment of mitigating and aggravating factors.
 3. The Tribunal did not find any mitigating factors.

The Tribunal considered it to be a seriously aggravating factor that, despite being aware of the Special conditions since October 2017 and having been put on notice of the Executive's concerns, the Level 2 provider did not remedy the breaches or take any adequate corrective steps.

Assessment of Breach Severity

The Executive assessed the severity of the breaches as follows:

- Rule 2.2.7 – serious
- Paragraph 3.4.1 – serious
- Paragraph 3.11.3/Special condition ICSS 1 – very serious
- Paragraph 3.11.3/Special condition ICSS 5 – very serious
- Paragraph 3.11.3/Special condition ICSS 11 – very serious
- Paragraph 3.11.3/Special condition ICSS 13 – very serious

The Tribunal assessed the severity of the breaches as follows:

- Rule 2.2.7 – serious
- Paragraph 3.4.1 – serious

- Paragraph 3.11.3/Special condition ICSS 1 – serious
- Paragraph 3.11.3/Special condition ICSS 5 – very serious
- Paragraph 3.11.3/Special condition ICSS 11 – very serious
- Paragraph 3.11.3/Special condition ICSS 13 – serious

Proportionality Assessment

1. The Executive’s assessment of the overall seriousness of the case was that it was very serious.

The Executive submitted that the relevant service revenue for sanctioning purposes was £64,169.65 (the gross Level 2 provider revenue). The Executive further submitted that there was a need to remove the financial benefit made through the breaches and to deter the Level 2 provider and the wider industry from the future commission of the same or similar breaches.

2. The Level 2 provider did not make any representations in respect of the Proportionality Assessment.
3. The Tribunal was satisfied that the Level 2 provider’s gross service revenue of £64,169.65 was the relevant revenue for sanctioning purposes and that the revenue flowed from the breaches of the Code. The Tribunal noted that the consumer journey in respect of the service did not meet the criteria laid out in the Special conditions and that the consumer journey was misleading throughout due to effect of the breaches in their totality.

The Tribunal considered the overall serious of the case to be very serious and the Tribunal agreed with this assessment of seriousness.

Sanctions Adjustment

The Executive submitted that while the conduct of the Level 2 provider amounted to very serious non-compliance with the Code, it noted that the initial fine assessment far exceeded the relevant service revenue of £64,169.65. The Executive therefore recommended that the initial fine recommendation of £1,100,000 be adjusted downwards in the interests of proportionality.

Final Sanctions

1. The Executive recommended that the final sanctions mirror those recommended at initial assessment stage, save for an adjustment of the fine from the initially assessed £1,100,000 to an aggregate fine of £250,000.
2. The Level 2 provider did not make any representations in respect of the final recommended sanctions.

3. The Tribunal imposed the following sanctions:

- a formal reprimand
- a requirement that the Level 2 provider remedy the breach by addressing the issues around transparency and pricing, number registration, and the ICSS Special conditions
- a requirement that the Level 2 provider seek compliance advice on its Service promotions, such compliance advice to be implemented to the satisfaction of the Phone-paid Services Authority
- a bar on access to the service until compliance advice is sought and implemented to the satisfaction of PSA and the breach has been remedied to the satisfaction of PSA
- a requirement that the Level 2 provider must refund all consumers who claim a refund, for the full amount spent by them on the Service, within 28 days of their claim, save where there is good cause to believe that such claims are not valid, and provide evidence to PSA that such refunds have been made
- an aggregate fine of £200,000.

The Tribunal considered that the sanctions imposed were the minimum necessary to ensure that the Level 2 provider did not benefit financially from the breaches and to deter others from the commission of the same or similar breaches. The Tribunal considered the combination of breaches of the ICSS Special conditions to be particularly serious, given that Special conditions had been introduced in order to prevent the potential harm that can be occasioned by services of this nature. The view of the Tribunal was that the industry must be held to a high standard in respect of ICSS services.

Administrative charge recommendation: 100%