

Tribunal meeting number: 227

Case reference: 130464

Level 2 provider: Tobaji Limited

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

Level 1 provider: Telecoms World Plc

Network operator: Talk Talk Communications Ltd

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

Background

The parties

The case concerned a “Call connection” service which operated on the number ranges 0871976XXXX and 0871789XXXX (the “Service”).

The Level 2 provider for the Service was Tobaji Ltd (the “Level 2 provider”). The Level 2 provider had been registered with the Phone-paid Services Authority since 26 January 2017.

The Level 1 provider for the Service was Telecoms World Plc (the “Level 1 provider”).

The Network operator for the Service was TalkTalk Communications Ltd (the “Network operator”).

The Service was a “Call connection” service that offered connection to organisations sought by consumers. The Service cost 13p per minute plus any call connection charges.

The Level 2 provider confirmed that the Service commenced operation on 14 November 2016.

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

The Level 2 provider confirmed on 7 November 2017 that it was removing the Service numbers from the website until the PSA’s investigation into the Service was complete.

The Level 1 provider had confirmed that the Service had not generated revenue since October 2017.

Following complaints received by the PSA, the Level 2 provider was first contacted by the PSA’s Contact Assessment team on 22 February 2017. The Level 2 provider was reminded of the requirement to adhere to the PSA’s Code of Practice and the ICSS Special conditions. In its response dated 23 February 2017, the Level 2 provider stated that it would be “going over the link you sent and will contact the Compliance team with any question.”

As the service generated further complaints and appeared to remain non-compliant, on 15 June 2017 the Contact Assessment team sent a “Request for further information” document to the Level

2 provider. The document which was respond to on 20 June 2017 also highlighted potential issues with the Service.

On 20 June 2017, the Level 2 provider approached the Compliance team for advice and guidance on complying with the Code. Correspondence between the Level 2 provider and the Compliance team continued until 1 August 2017, and although there were improvements to the Service, it remained non-compliant.

The Executive noted from the monitoring and the Level 2 provider correspondence that a number of changes were made to the Service during its operation, however the Level 2 provider was not able to specify when these changes were made.

In order to identify when these changes were made to the Service promotions, the Executive made use of the website searching tool Wayback machine to view earlier promotions. Significantly, this demonstrated that there were very serious levels of non-compliance at the early stages of operation (November 2016 to February 2017).

The Executive's view is that despite regular correspondence with the Contact Assessment and Compliance teams, the Service has displayed concerning levels of non-compliance throughout its operation.

On 20 June 2017, in response to an informal enquiry by the PSA's Contact Assessment Team, the Level 2 provider supplied the following description of the service flow and promotional material:

"Customers that are looking for customer service numbers can go through our website and find different numbers for different departments of the company. The customer can either use our prm number or one of the other numbers on the page (some are free/local rate number). We notify the customer in several different ways regarding the costs of the call and the nature of our service, both in the service conditions and next to each PRM number. Attaching a screenshot of the disclaimer (file name "DISCLAIMER"). In any case the customer can always get in touch with me at any time through the contact page: <https://customerservicecontactnumber.uk/contact-me/>

The customer reaches our site (via recommendations on various forums /general internet surfing on different search engines) while searching for a way to contact some company. The customer can see the details of the company he was looking for- address, logo, email, Opening Hours and the company official website, our PRN, the price of the call and an explanation of the nature of our service. In addition, the user can also view other and official contact methods, departments, e-mail details, social networks and general information about the company. The surfer can choose whether or not to use our service, or to use one of the other official company numbers..."

UK Customer Service Contact Numbers Lists
 Biggest and Daily Updated UK Companies Contact Number DataBase!

Vitality Health, Pruhealth and Vitality Life Insurance Contact Numbers

- **Company Name:** VitalityLife
- **Main Contact Number:** [0871 976 4413](tel:08719764413)
Calls to 0871 numbers cost 13p per minute plus your phone company access charge.
- **HQ Address:** 3 More London Riverside, London, SE1 2AQ
- **Opening Hours:** Monday to Thursday, 8am to 6pm, Friday, 8am to 6pm, Saturday, 9.30am to 2pm
- **Website:** www.vitality.co.uk

DISCLAIMER

Calls to numbers starting with 087 cost 13p/minute (per minute) plus your phone company's access charge. Make sure you understand you are using a service - call connection service to companies, if you need to contact customerservicecontactnumber.uk owner you can use our contact form. If you are unsure of your network costs we strongly advise contacting your network supplier BEFORE using our service. Bill payers must be 18 years and over and have the bill payers permission before making the call. Please read and agree to these terms before using our service. Designated trademarks and brands are the property of their respective owners. customerservicecontactnumber.uk is not associated in any way with none of the companies listed on this website (customerservicecontactnumber.uk).

Vitality

Department	Contact Number	Opening Hours
Vitality Health and VitalityLife Insurance Customer Service Free Number	0808 252 3314	Monday to Thursday, 8am to 8pm, Friday, 8am to 6pm, Saturday, 9.30am to 2pm
Existing Member Enquiries and Health Insurance Claims, Health Insurance Complaints	0345 602 3523	Monday to Friday, 8am to 7pm, Saturday, 9am to 1pm

Search ...

RECENT POSTS

- [305 Tickets Phone Numbers](#)
- [Carroll Pinnacle Phone Numbers](#)
- [247 Airport Transfer Phone Numbers](#)
- [243 Audio Phone Numbers](#)
- [1st Central Insurance Phone Numbers](#)
- [Wlocheer Phone Numbers](#)
- [Leters Mobile Phone Numbers](#)

On 11 September 2017, the Level 2 provider supplied the following promotional material, which showed that some changes had been made to the Service promotions:

Desktop user experience

The screenshot shows a Google search for "asos contact number". A red arrow points to the search bar. The search results include a privacy reminder from Google, a listing for "ASOS Creates" with phone number "020 7756 1000", and a link to "Help | ASOS". A second red arrow points to the "ASOS UK Contact Number: 0207 756 1000" result.

Then the customer may click on our result and see our page:

UK Customer Service Contact Numbers Lists

Biggest and Daily Updated UK Companies Contact Number DataBase!

ASOS UK Contact Phone Number

- Company Name:** ASOS
- Contact Number (call connection):** [0871 976 4085](tel:08719764085)

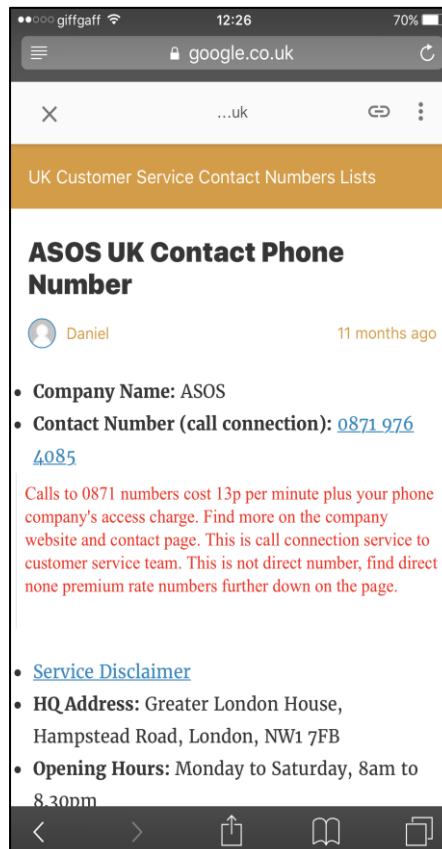
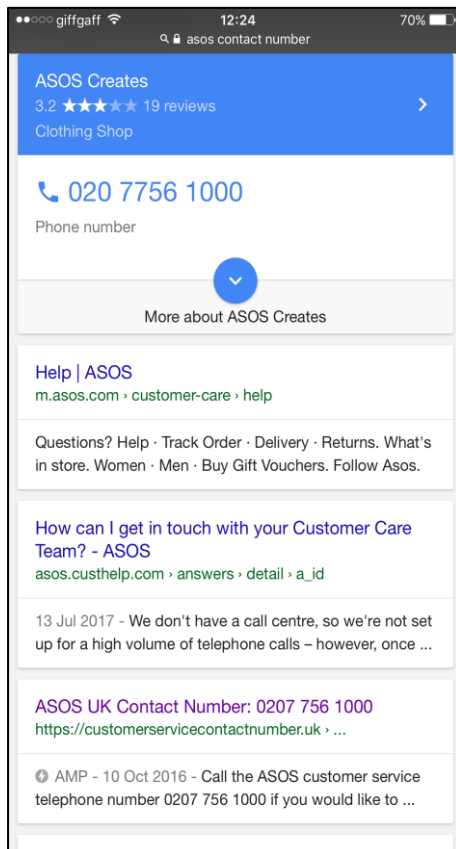
Calls to 0871 numbers cost 13p per minute plus your phone company's access charge. Find more on the company website and contact page. This is call connection service to customer service team. This is not direct number, find direct none premium rate numbers further down on the page.
- HQ Address:** Greater London House, Hampstead Road, London, NW1 7FB
- Opening Hours:** Monday to Saturday, 8am to 8.30pm
- Website:** www.asos.com

DISCLAIMER

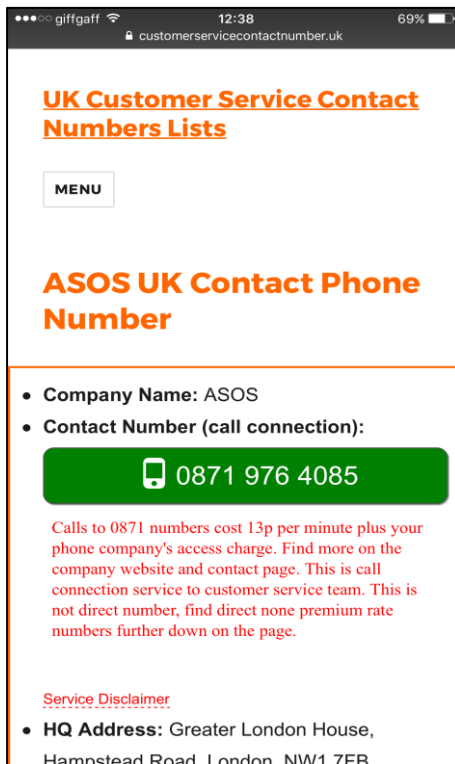
Calls to numbers starting with 087 cost 13p/minute (per minute) plus your phone company's access charge. Make sure you understand you are using a service – call connection service to companies. If you need to contact customerservicecontactnumber.uk owner you can use our contact form [here](#). If you are unsure of your network costs we strongly advise contacting your network supplier BEFORE using our service. Bill payers must be 18 years and over and have the bill payers permission before making the call. Please read and agree to these terms before using our service. Designated trademarks and brands are the property of their respective owners.

The Executive noted that the more recently submitted promotional material included the words “call connection” in brackets alongside the Service number, and additional service information had been included after the pricing information in a red font. The Executive also noted that the disclaimer section included a link to a contact form.

Mobile user experience



Tablet user experience



The Executive monitored the Service on 20 June 2017 and discovered the following desktop promotion:

Google AdWords



Website landing page

UK Customer Service Contact Numbers Lists
Biggest and Daily Updated UK Companies Contact Number Database!

British Airways Phone Numbers

- **Company Name:** British Airways
- **Main Contact Number:** [0871 976 3074](tel:08719763074)
Calls to 0871 numbers cost 13p per minute plus your phone company access charge.
- **HQ Address:** Harmondsworth, West Drayton UB7 0GA, United Kingdom
- **Opening Hours:** Monday to Sunday, 7:30am to 8pm
- **Website:** www.britishairways.com

DISCLAIMER

Calls to numbers starting with 087 cost 13p/minute (per minute) plus your phone company's access charge. Make sure you understand you are using a service - call connection service to companies. If you need to contact customerservicecontactnumber.uk owner you can use our contact form. If you are unsure of your network costs we strongly advise contacting your network supplier BEFORE using our service. Bill payers must be 18 years and over and have the bill payers permission before making the call. Please read and agree to these terms before using our service. Designated trademarks and brands are the property of their respective owners. customerservicecontactnumber.uk is not associated in any way with none of the companies listed on this website (customerservicecontactnumber.uk).

Here are British Airways or simply, BA contact numbers, departments and opening hours

Department	Contact Number	Opening Hours
Customer Service, Disability and Mobility	0344 493 0787	Monday to Sunday, 7:30am to 8pm
British Airways Flight	0344 493 0777	Monday to Sunday

Search...

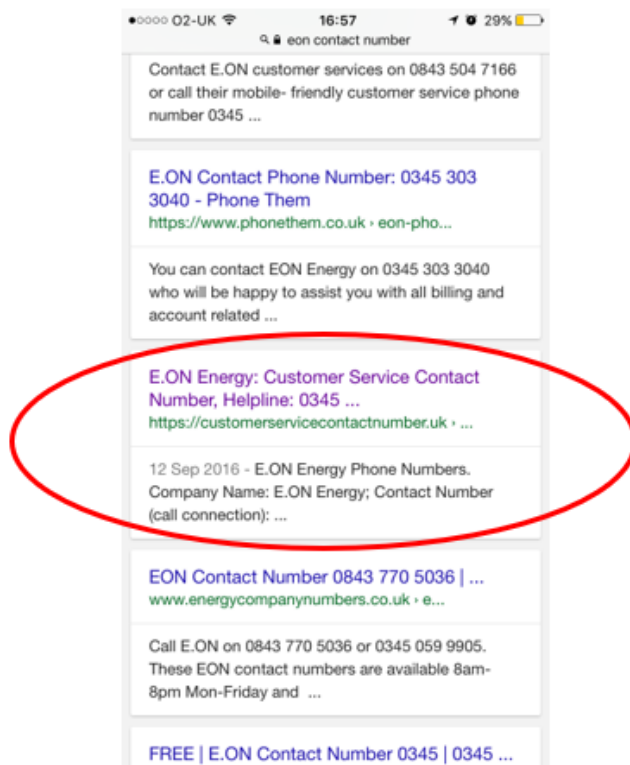
RECENT POSTS

British Airways Phone Numbers

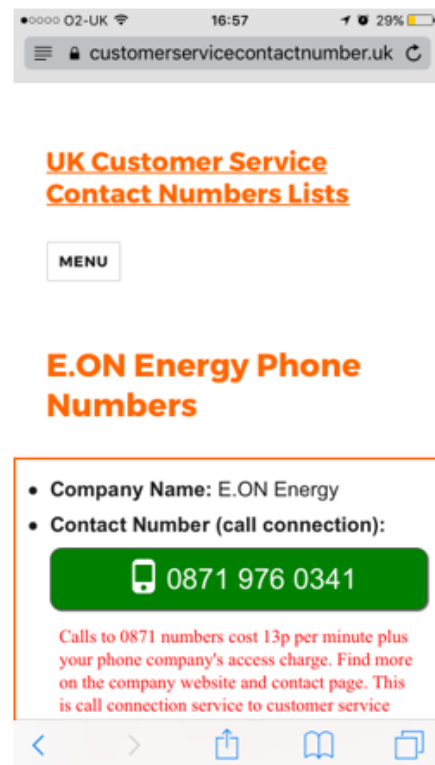
- **Company Name:** British Airways
- **Main Contact Number:** [0871 976 3074](tel:08719763074)
Calls to 0871 numbers cost 13p per minute plus your phone company access charge.
- **HQ Address:** Harmondsworth, West Drayton UB7 0GA, United Kingdom
- **Opening Hours:** Monday to Sunday, 7:30am to 8pm
- **Website:** www.britishairways.com

The Executive monitored the Service on 5 October 2017 and found that the Level 2 provider had made changes to the website. The Executive discovered the following mobile promotion:

Search engine results



Website landing page



The Executive noted that although the Level 2 provider had originally indicated that the above layout was for tablet devices, the monitoring it conducted indicated that this was the layout for mobile devices.

Archived service promotion


The Executive used Wayback Machine to find early Service promotions and discovered the following desktop promotion captured on 25 January 2017. Wayback Machine is a digital archive of the World Wide Web and other information on the Internet created by the Internet Archive, a non-profit organization, based in San Francisco, California, United States.

Wayback Machine records and stores website pages on its systems often revisiting them to archive newer versions. The service, which captures website pages on random dates, enables users to see archived versions of web pages over a period of time.

UK Customer Service Contact Numbers Lists
Biggest and Daily Updated UK Companies Contact Number DataBase!

ASOS UK Contact Phone Number

- **Company Name:** ASOS
- **Main Contact Number:** [0871 976 4085](tel:08719764085)
- **HQ Address:** Greater London House, Hampstead Road, London, NW1 7FB
- **Opening Hours:** Monday to Saturday, 8am to 8.30pm
- **Website:** www.asos.com



Daniel
10th October 2016
Retail

Here is ASOS main contact number:

[0871 976 4085.](tel:08719764085)


Search

RECENT POSTS

- [Legal & General Phone Numbers](#)
- [Capital One UK Phone Numbers](#)
- [HP UK Phone Numbers](#)
- [Littlewoods Phone Numbers](#)
- [Insure and Go Phone Numbers](#)
- [TV Licensing Phone Numbers](#)
- [Jaguar Land Rover Phone Numbers](#)
- [Fleetham County Council Phone Numbers](#)
- [Oldham Council Phone Numbers](#)
- [Willis Energy UK Phone Numbers](#)
- [Flow Energy Phone Numbers](#)
- [N3U Phone Numbers](#)
- [Carphone Warehouse Phone Numbers](#)
- [Green Star Energy Phone Numbers](#)
- [iSupplyEnergy Phone Numbers](#)
- [Extraenergy Phone Numbers](#)
- [EcoEnergy Phone Numbers](#)
- [Good Energy Phone Numbers](#)

ASOS UK Contact Phone Number

- **Company Name:** ASOS
- **Main Contact Number:** [0871 976 4085](tel:08719764085)
- **HQ Address:** Greater London House, Hampstead Road, London, NW1 7FB
- **Opening Hours:** Monday to Saturday, 8am to 8.30pm
- **Website:** www.asos.com



discover fashion online

Summary of complaints

The Executive had received 6 complaints concerning the Service since 2 February 2017. Complainants variously alleged that the Service was misleading and that that they were not made aware of the Service costs:

“I thought I was calling British Airways customer services (which I was but via a different number).”

“I have no idea how this has happened, I did speak to Virgin that day, my call was logged. But who is the 0871 number?”

“searched number online using her mobile handset “Google” search she would never have dialled number had she known it was PRN misleading/confusing service said IVR failed to make it clear she was using a 3rd party service.”

On 20 June 2017, the Level 2 provider contacted the Compliance team for general advice on how to comply with the PSA Code of Practice.

On 21 June 2017, the Compliance team provided a general response with links to the Code, Guidance, Special conditions and Setting up a new phone-paid service webpage.

On 26 June 2017, the Level 2 provider confirmed that it offered call connection services on 0871 numbers and provided links to a number of its website pages.

On 11 July 2017, the compliance team suggested the following:

- Removing misleading statements on the website landing page like “Main Contact Number”, “Sky DIRECT number”.
- Stating that the 087 number is a premium rate or call connection service.
- Including a statement that a) the number provides is not the direct contact number, and b) that the actual direct contact number consumers are seeking can be found on the website link and/or further down on the page (ICSS 3).
- Including an alert at the start of the call before onward connection (ICSS 11)
- Ensuring that service provider contact details are clearly visible should the consumer need to enquire or complain about the service.

On 14 July 2017, the Level 2 provider supplied amended promotional material and stated that it had asked its supplier to add an alert at the beginning of the call.

On 1 August 2017, the compliance team responded, accepting that there had been an improvement on the promotions submitted. However, the compliance team suggested that the service description was changed to “Call Connection Service to Customer Service Contact Number”. Additionally, the compliance team identified a scrolling issue when viewing the Service website on a mobile device. This resulted in some Service information not being visible without the need to scroll down the website page. The Level 2 provider was informed that the promotion must be compliant, regardless of the format or browser it is viewed on.

On 1 August 2017, the Level 2 provider stated that the scrolling issue was “just a glitch” and it would make changes to address the service description issue.

Interim measures

On 7 December 2017 the Code Adjudication Panel (“CAP”) had considered an application by the Executive for the imposition of interim measures. Accordingly, in respect of the Service, the CAP imposed a withhold of £615,000 on the Service revenue.

On 7 December 2017, the Level 2 provider was notified of the decision to withhold and given an opportunity to apply for a review of these measures. On 5 January 2018, an application for review was submitted by Level 2 provider, however the application was rejected by the CAP.

As such, the withhold of £615,000 remained in place.

Preliminary Issue

The Tribunal considered whether the Level 2 provider had been notified of the Hearing date. The Tribunal also considered whether the Level 2 provider had been supplied with the dial-in details to enable it to make representations at the Hearing, noting that the Level 2 provider had previously expressed an interest in doing so.

The Tribunal was satisfied that the Level 2 provider had been notified of the Hearing date by email, for which a delivery receipt had been received by the Executive. The Tribunal was also satisfied that the Level 2 provider had been supplied with the relevant dial-in details by separate email to the same email address. Although a delivery receipt had not been received, the Tribunal considered that the sending of the email by the Executive constituted sufficient notice of the dial in details, and determined that it was not a requirement of good service that a delivery receipt be received.

Nonetheless, in the interests of fairness the Tribunal adjourned the commencement of the Hearing by 15 minutes in order to afford the Level 2 provider a further opportunity to dial into the Hearing. An email was sent to the Level 2 provider notifying it that a short adjournment had been granted. The Level 2 provider did not dial-in or make further representations.

Submissions and Conclusions

Alleged Breach 1

Rule 2.2.1 of the Code - *“Consumers of PRS must be fully and clearly informed of all information likely to influence the decision to purchase, including the cost, before any purchase is made.”*

1. The Executive submitted that the Level 2 provider acted in breach of rule 2.2.1 of the Code as consumers were not given all of the necessary information in order to make an informed decision to use the Service.

The Executive argued that the Level 2 provider had breached rule 2.2.1 as the initial website promotions did not include the costs of using the Service.

The Executive relied on the content of Guidance on Promoting premium rate services. The Guidance states:

Paragraph 2.3

“...the following information is considered key to a consumer’s decision to purchase any PRS, and so should be included in promotional mechanics for any PRS:

- *Cost*
- *Brand information*
- *Product or service information*

- *How it is delivered or used*
- *How it is paid for – one off payment, recurring charges, etc.*
- *How to get help where necessary”*

As noted in the background section above, the Level 2 provider made a number of changes to the Service promotions throughout its operation.

On 15 June 2017 the PSA’s Contact Assessment team had requested that the Level 2 provider confirm *“if any changes have been made to the Service (including its promotion) to address the issues outlined above, and if so when.”*

On 20 June 2017 the Level 2 provider stated the following:

“I added in clear big red color just below each PRN this statement: “Calls to 0871 numbers cost 13p per minute plus your phone company access charge”. I added direct and official numbers for each company in big tables divided by different departments. I added more expletory content about our service on the disclaimer, and placed it vividly on top of the page just next the PRN.”

In order to place a timeline on the changes made, on 5 October 2017 the Executive requested the following:

“The Executive is hoping to understand exactly what changes were made to the website page and the date of each change. If you are able to obtain copies of previous website versions then please do so. If not, then please indicate exactly what changes you have made to the website and the date these changes were made.”

In its response dated 11 October 2017 the Level 2 provider stated the following:

“The specific dates of the changes- i am not sure about them, because there were a lot of changes during the time, we always updating this website.

But, i think the most relevant changes that were made on this website are the information we added under the PRN recently while corresponding with the compliance team- we added a complete notice - red color ”...Find more on the company website and contact page. This is call connection service to customer service team. This is not direct number, find direct non premium rate numbers further down on the page”. We also added “(call connection)” near the number. We also added the same information to pages with the second PRN showing on the same page. We also added a link to the contact us page on right hand side disclaimer part so it will be easier to any customer who wish to contact us - to do that easily. We actually added as part of that red statement a link to the main company contact us page, so customers can just click and get to that page, but it is complex technically, and we decided to not execute this specific relatively minor change, it might cause the website to crash, so i decided to take time with this change until the investigation is over (i was afraid that the website will crash and we will have issues to recover it while you are going over things).”

As the Level 2 provider was not able to specify when it made changes to the Service website pages, the Executive had made use of the website searching tool Wayback machine to view earlier promotions. The Executive reviewed the websites captured by Wayback Machine and noted that the earlier promotions did not state the pricing information – please see the example below:

The screenshot shows a webpage titled "UK Customer Service Contact Numbers Lists" with the subtitle "Biggest and Daily Updated UK Companies Contact Number DataBase!". Below this is a section titled "ASOS UK Contact Phone Number". A box contains the following information:

- **Company Name:** ASOS
- **Main Contact Number:** [0871 976 4085](tel:08719764085)
- **HQ Address:** Greater London House, Hampstead Road, London, NW1 7FB
- **Opening Hours:** Monday to Saturday, 8am to 8.30pm
- **Website:** www.asos.com

Below the box is the ASOS logo with the tagline "discover fashion online". To the right, there is a search bar and a "RECENT POSTS" section with a list of links to other contact number pages.

This is a simplified version of the ASOS UK Contact Phone Number page. The main contact number, "0871 976 4085", is highlighted in red text. The rest of the page content, including the ASOS logo and the list of company details, is in black text.

The Executive identified that this was the case for records captured by Wayback Machine on 7 January 2017, 25 January 2017, 4 February 2017 and 6 February 2017.

The Executive noted that the record captured by Wayback Machine on 8 March 2017 included the pricing information in a red font under the premium rate number as per the example below:

O2 Contact Numbers

- **Company Name:** O2
- **Main Contact Number:** [0871 789 2182](tel:08717892182)
Calls to 0871 numbers cost 13p per minute plus your phone company access charge.
- **HQ Address:** 260 Bath Road, Slough, Berkshire, SL1 4DX, United Kingdom
- **Opening Hours:** Monday to Friday, 8am to 9pm Saturday, 8am to 8pm Sunday, 8am to 6pm
- **Website:** www.o2.co.uk



In light of the available evidence, the Executive's view was that the Level 2 provider appeared to have added pricing information to its Service websites at some point between 6 February 2017 and 8 March 2017. However, the Level 2 provider had confirmed that the Service commenced operation on premium rate numbers on 14 November 2016.

The Executive's conclusion was that from 14 November 2016 to at least 6 February 2017 (and possibly until 8 March 2017), the Level 2 provider's website promotions did not include the relevant pricing information.

As the consumers were not informed of the Service costs prior to purchase during the aforementioned period, the Executive asserted that a breach of Rule 2.2.1 had occurred.

2. The Level 2 provider denied the breach. The Level 2 provider stated that Wayback machine was not something that could be relied on for specific dates and changes. It stated that it had in fact added all the pricing information from the beginning, but that it had suffered a bug on its website that removed the pricing information on one or two pages. This was something that it had fixed very fast, on the same day it had come to its knowledge.

The Level 2 provider stated that it had done its best to find the reason for the bug. The red colour pricing information was something that it had added, and because there was an update on its content management system, it made the pricing information disappear on one or 2 pages. It had fixed that and made sure that it wouldn't happen again. This was all in good conscience, and nothing was deliberate. The Level 2 provider suggested that this could also be checked with the Level 1 provider, as it was supposed to check the website, and it had approved it because there was always pricing information.

3. The Tribunal considered the Code and the evidence before it, and in particular the monitoring evidence of the Executive. The Tribunal was satisfied that the monitoring evidence, including that which was obtained via the use of Wayback machine, demonstrated that pricing information for the service was not present.

The Tribunal considered that the representations of the Level 2 provider essentially amounted to an admission of the breach. The Tribunal did not find the evidence of the Level 2 provider persuasive. The Tribunal did not accept the Level 2 provider's representation that

a technical issue had affected the pricing information on a few pages of the website and that this had been fixed the same day. The Tribunal was satisfied that the absence of pricing information had continued over a 4 month period and that this was clearly demonstrated by the Executive's monitoring evidence. The Tribunal also noted that no corroborating technical evidence had been submitted by the Level 2 provider to show that a technical issue had caused the breach.

Accordingly, the Tribunal was satisfied that pricing information was not available on the website and upheld a breach of paragraph 2.2.1 of the Code.

Decision: UPHELD

Alleged Breach 2

Rule 2.2.2 of the Code - *Promotional material must contain the name (or brand if part of the name) and the contact details of the Level 2 provider of the relevant PRS except where otherwise obvious. If the contact details include a telephone number, it must be a UK number and not at premium rate.*

1. The Executive submitted that the Level 2 provider acted in breach of rule 2.2.2 of the Code as the promotional material did not include the name and the contact details of the Level 2 provider.

The Executive relied on the content of Guidance on Promoting premium rate services. The Guidance states:

Paragraph 2.3

"...the following information is considered key to a consumer's decision to purchase any PRS, and so should be included in promotional mechanics for any PRS:

- Cost
- Brand information
- Product or service information
- How it is delivered or used
- How it is paid for – one off payment, recurring charges, etc.
- How to get help where necessary"

The Executive noted from the Guidance, that the name (brand information) of the Level 2 provider and contact details (how to get help where necessary) were two of the key components of information needed by consumers to make a decision to purchase, prior to any purchase.

As noted in the background section above, the Level 2 provider made a number of changes to the Service promotions throughout its operation. This resulted in a variation of website promotions at different stages of operation.

The Executive reviewed the promotional material submitted by the Level 2 provider and the monitoring it conducted and noted that at no stage was the name of the Level 2 provider included on the website.

Additionally, in its response to the Interim Warning Notice dated 2 December 2017, the Level 2 provider stated the following in relation to a potential breach of Rule 2.2.2:

“The organization identity is not there on the website, but we have big obvious contact page, we also always done our best to answer each and every customer query. We just referred to the website with the brand name.”

Based on the above, the Executive asserted that the Level 2 provider failed to include its name on the Service website promotions.

The Level 2 provider had stated that the Service website included a “*big obvious contact page*”. However, the Executive noted that this was not the case in any of the monitoring it had conducted on the Service.

The Executive noted from the promotional material submitted by the Level 2 provider on 11 September 2017 that a disclaimer on the amended website included a link to a contact page as per the screenshots below:

ASOS UK Contact Phone Number

- **Company Name:** ASOS
- **Contact Number (call connection):** [0871 976 4085](tel:08719764085)
Calls to 0871 numbers cost 13p per minute plus your phone company's access charge. Find more on the company website and contact page. This is call connection service to customer service team. This is not direct number, find direct none premium rate numbers further down on the page.
- **HQ Address:** Greater London House, Hampstead Road, London, NW1 7FB
- **Opening Hours:** Monday to Saturday, 8am to 8.30pm
- **Website:** www.asos.com

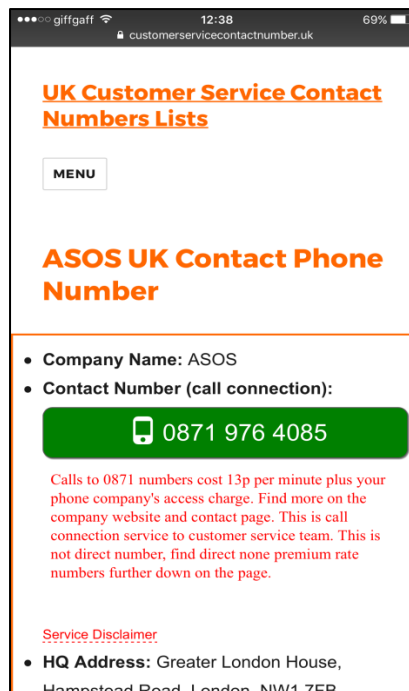
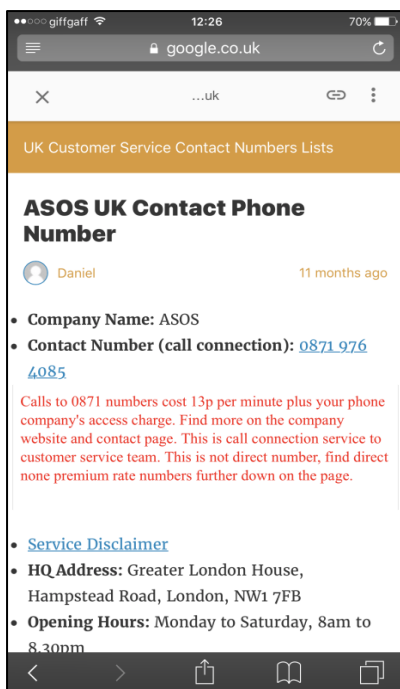
DISCLAIMER

Calls to numbers starting with 087 cost 13p/minute (per minute) plus your phone company's access charge. Make sure you understand you are using a service – call connection service to companies. If you need to contact customerservicecontactnumber.uk owner you can use our contact form [here](#). If you are unsure of your network costs we strongly advise contacting your network supplier BEFORE using our service. Bill payers must be 18 years and over and have the bill payers permission before making the call. Please read and agree to these terms before using our service. Designated trademarks and brands are the property of their respective owners.

DISCLAIMER

Calls to numbers starting with 087 cost 13p/minute (per minute) plus your phone company's access charge. Make sure you understand you are using a service – call connection service to companies, If you need to contact customerservicecontactnumber.uk owner you can use our contact form [here](#). If you are unsure of your network costs we strongly advise contacting your network supplier BEFORE using our service. Bill

However, this was only visible to consumers who viewed the amended website on a desktop device. The consumers who accessed the amended website on tablet or mobile devices would have had to scroll down to view this information as per the screenshots below:



Furthermore, on 11 September 2017 the Level 2 provider supplied the following device breakdown for website traffic:

- mobile: 57.23%
- desktop: 32.79%
- tablet: 9.99%

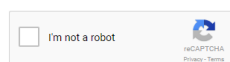
The Executive's view therefore was that a significant number of users may not have seen this information on the amended website as scrolling was required to view it for 67% of all website traffic (mobile 57.23% and tablet 9.99%).

The Executive also reviewed the websites captured by Wayback Machine and noted that the Service website included a comments form on the website page – please see the screenshot below:

Leave a Reply

Your email address will not be published. Required fields are marked *

COMMENT



NAME *

EMAIL *

POST COMMENT

However, the comments form was located at the bottom of the page and a considerable amount of scrolling was required to view it – this applied to the desktop, mobile and tablet website versions. The Executive's view therefore was that it was very unlikely that consumers would have found this comments section.

Additionally, the Executive noted that the Service website was a forum page which allowed other users to comment on the website. However, there was no suggestion that comments posted in the comments form would lead to a response by the Level 2 provider and so it was unlikely that consumers would have expected one. As such the Executive did not consider a comments form to be a satisfactory method for consumers to contact the Level 2 provider.

In light of the above, the Executive believed that for the vast majority of consumers, the Level 2 provider failed to supply contact details.

As the Level 2 provider did not include on its promotions its name, and for the most part suitable contact details for consumers, the Executive asserted that a breach of Rule 2.2.2 had occurred.

2. The Level 2 provider denied the breach. The Level 2 provider stated that the Code of Practice was asking for:
 - *Cost*
 - *Brand information*

- *Product or service information*
- *How it is delivered or used*
- *How it is paid for – one off payment, recurring charges, etc.*
- *How to get help where necessary*

The Level 2 provider explained that everything required by the Code was on its website, the only thing that was not there was the name of its company. This was a technical mistake, it did not have any reason to hide its company name and this was an honest mistake. From its understanding of the Code of Practice, this rule was created in order to help each customer that needed help, support and a refund. As it had already shown, its company had made everything possible in order to help every customer who asked for any help. It had contacted them, offered full refunds and also provided Amazon gift coupons for some of its customers. The Level 2 provider stated that from its behaviour the Tribunal could easily draw a conclusion that it had never intended not to provide its best customer service.

In response to the Executive's submission that the comments form was on the bottom of the page, the Level 2 provider stated that the comment area was for surfers that liked to add a comment about the content or just general comments. There was a very obvious contact page linked from the right sidebar that each customer could simply click and navigate to a very simple "contact us" page, with a contact form. The Level 2 provider stated that a lot of its customers contacted it through this contact form asking for advice and help, and it always answered each and every customer. If a customer wanted to contact the Level 2 provider, it was very easy for them to do so.

3. The Tribunal considered the Code and all the evidence before it. The Tribunal was satisfied that the monitoring evidence submitted by the Executive, together with the promotional material supplied by the Level 2 provider, clearly demonstrated that the name and contact details of the Level 2 provider were not provided in the promotional material.

Furthermore, the Tribunal considered that the Level 2 provider's representations amounted to an admission of the breach.

The Tribunal was satisfied that the Executive's case was made out. Accordingly, the Tribunal upheld a breach of paragraph 2.2.2 of the Code.

Decision: UPHELD

Alleged Breach 3

Rule 2.3.2 of the Code - PRS must not mislead or be likely to mislead in any way

1. The Executive submitted that the Level 2 provider had acted in breach of rule 2.3.2 of the Code as consumers were misled into using the Service and thereby incurred premium rate charges.

The Executive argued that the language used on the website landing page was likely to have misled consumers into believing that the premium rate number was the official number for the commercial organisation they had sought to contact.

As set out in the background section above, the Level 2 provider made a number of changes to the Service promotions throughout its operation.

The Executive noted that on 20 June 2017 the Level 2 provider supplied the promotional material below. This accorded with the monitoring the Executive had conducted on the same day.

E.ON Energy Phone Numbers

- **Company Name:** E.ON Energy
- **Main Contact Number:** [0871 976 0341](tel:08719760341)
Calls to 0871 numbers cost 13p per minute plus your phone company access charge.
- **HQ Address:** Westwood Way, Westwood Business Park, Coventry, West Midlands, CV4 8LG
- **Opening Hours:** Monday to Friday, 8am to 8pm, Saturday, 8am to 6pm
- **Website:** www.eonenergy.com




Daniel

Department	Contact Number	Opening Hours
		Monday to Friday, 8am

DISCLAIMER

Calls to numbers starting with 087 cost 13p/minute (per minute) plus your phone company's access charge. Make sure you understand you are using a service - call connection service to companies, if you need to contact customerservicecontactnumber.uk owner you can use our contact form. If you are unsure of your network costs we strongly advise contacting your network supplier BEFORE using our service. Bill payers must be 18 years and over and have the bill payers permission before making the call. Please read and agree to these terms before using our service. Designated trademarks and brands are the property of their respective owners. customerservicecontactnumber.uk is not associated in any way with none of the companies listed on this website (customerservicecontactnumber.uk).

The Executive's view was that the use of the words "Main Contact Number: 0871 976 0341" implied that the number 0871 976 0341 is the official contact number for the organisation sought (in the above example, E.ON Energy). Furthermore, the Executive believed that the misleading element is amplified by the use of the organisation's logo / typeface on the website landing page.

The Executive reviewed the monitoring it conducted on the Service and the earlier promotions captured by Wayback Machine and saw that this was common across the Service website pages.

The Executive noted from the promotional material submitted on 11 September 2017 that the Level 2 provider removed the logos / typefaces and included information indicating that the Service being provided was call connection – please see the screenshot below.

ASOS UK Contact Phone Number

- **Company Name:** ASOS

- **Contact Number (call connection):** [0871 976 4085](tel:08719764085)

Calls to 0871 numbers cost 13p per minute plus your phone company's access charge. Find more on the company website and contact page. This is call connection service to customer service team. This is not direct number, find direct none premium rate numbers further down on the page.

- **HQ Address:** Greater London House, Hampstead Road, London, NW1 7FB

- **Opening Hours:** Monday to Saturday, 8am to 8.30pm

- **Website:** www.asos.com

DISCLAIMER

Calls to numbers starting with 087 cost 13p/minute (per minute) plus your phone company's access charge. Make sure you understand you are using a service – call connection service to companies, if you need to contact customerservicecontactnumber.uk owner you can use our contact form [here](#). If you are unsure of your network costs we strongly advise contacting your network supplier BEFORE using our service. Bill payers must be 18 years and over and have the bill payers permission before making the call. Please read and agree to these terms before using our service. Designated trademarks and brands are the property of their respective owners.

However, the Executive's view was that it did not adequately address the misleading nature of the website. Additionally, the Executive noted that the example above included the heading "ASOS UK Contact Phone Number" which the Executive believed was even more likely to have misled consumers.

The Executive's view was that although the Level 2 provider made amendments to the Service website, misleading language was used throughout the entire period of operation. Although the amended website pages included references to the Service providing call connection, it did not adequately address the ambiguity caused by descriptions such as "Contact Number" and "Contact Phone Number".

In light of the above, the Executive asserted that the vast majority of consumers were misled or were likely to have been misled into using the Service. Consequently, the Executive believes a breach of Rule 2.3.2 had occurred.

2. The Level 2 provider denied the breach. The Level 2 provider stated that it was obvious to consumers that its promotional website was not related to the company the consumer was trying to contact. The Level 2 provider explained that it had added a lot of company numbers to the website, and after a lot of research into each company it had added big disclaimer on the right hand side of the website. It had added the pricing of each call, not just the PRN but for each number, including the 03 numbers and the free 0800 numbers). Across the website for each company it had written and mentioned multiple times that there were free numbers and local rate numbers available for the customer service. It had added a lot of numbers, free and local rate, just next to the PRN.

The Level 2 provider stated that it had also suggested multiple times on the website that customers should also use the social media links in order to contact each company and it had included a very big and obvious table with numbers and departments for each company. It had also stated in a very clear red font that the service was a call connection service and that the number is PRN, with pricing information.

The Level 2 provider further submitted that if one or two customers were confused, it had refunded them immediately. The fact that there had only been six complaints to PSA clearly showed that the vast majority of customers were happy with its service. However, the PSA were concluding that the "vast majority of consumers were misled or were likely to have been misled into using the Service" which it did not accept to be true. The Level 2 provider

stated that it had added a lot of extra information in order to help its customers and the fact that the service received just 5 complaints out of thousands of customers showed how clear it had been with its customers.

3. The Tribunal considered the Code and all the evidence before it, including the details of the customer complaints. The Tribunal considered that the use of the words “main contact number” on the website created the impression that the service numbers were in fact the direct numbers for the companies in question. The Tribunal was satisfied that the use of the words “main contact number”, when coupled with the use of company logos on the promotional material, created the misleading impression to consumers that they would be dialling the direct contact number for the company they were trying to reach.

The Tribunal accepted that the Level 2 provider had made changes to the promotional material, but in the view of the Tribunal these changes did not make the promotional material any less misleading.

The Tribunal was satisfied that consumers had been misled by the promotional material and, accordingly, upheld a breach of paragraph 2.3.2 of the Code.

Decision: UPHELD

Alleged Breach 4

Paragraph 3.11.3 of the Code - *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) had not been adhered to.

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

The Executive referred to the 3.11.1 of the Code which 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 Executive also referred to the Notice of Special conditions for Information, Connection and/or Signposting Services published in accordance with paragraph 3.11.4 of the Code.

The Notice 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 described 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.”

As noted in the ‘Background’ section above, the Executive conducted its own monitoring of the Service. Having reviewed the monitoring and the promotional material submitted by the Level 2 provider, the Executive considered that the special condition ICSS 1 had not been met:

Special condition ICSS 1 states:

“Web-based promotions should not use internet marketing or optimisation techniques (such as metadescrptions 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 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 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 monitored the Service between 15 and 20 June 2017 and discovered the following Google search results on desktop:

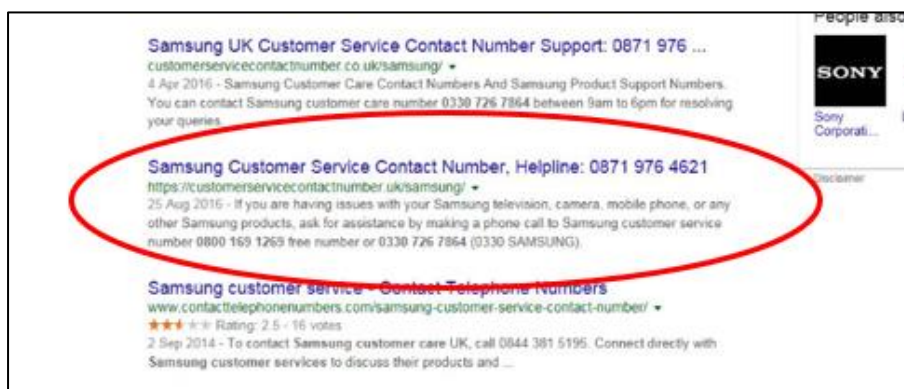
British Airways customer service number



Contact e-on



Customer service number for Samsung



Based on the monitoring evidence, the Executive considered that the provider had not adhered to special condition ICSS 1. Special condition ICSS 1 states 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’s view was that the use of language in the Google search results such as “Customer Service Contact Phone Number: 0871 976...” in the British

Airways example and “Main Contact Number: 0871 976 0341...” in the E-ON example could mislead consumers into believing that the Service was linked to the actual organisation.

In addition, it was the Executive’s view that Google search results do not provide an accurate description of the Service. Special condition ICSS 1 states 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”*. The Google search results do not accurately describe the Service; they do not state that it is premium rate or that it is a call connection service. As such, the Executive believes that the Level 2 provider has not adhered to Special condition ICSS 1.

The Executive noted that on 11 September 2017 the Level 2 provider stated the following in relation to Search Engine Marketing (including metadescrptions or metatags):

“I did not added any meta descriptions, I allays leave this section empty on the admin because I don’t really understand these elements and I never had or used any Search Engine Optimization company...the meta tags that we see on the google search are whatever google choose to take from the page.” [sic]

Additionally, in its response to the Interim Warning Notice dated 2 December 2017, the Level 2 provider stated the following in relation to a potential breach of ICSS 1:

“Tobaji LTD never changed the meta descriptions/meta titles. You can see on multiple screenshots from the annexes that it is something that google takes automatically, and it is not something that we can control on. Here <https://support.google.com/webmasters/answer/79812?hl=en> , <https://support.google.com/webmasters/answer/35624?hl=en> , you can find that google are taking any information they like automatically according to their needs.” [sic]

The Level 2 provider had indicated that Google pulled the information from the website landing page and that it had no control over what information was presented.

However, the Executive’s understanding was that a webmaster (the person who maintains a particular website) can control the presentation of the website meta title and metaescription information, should they decide to do so. This was supported by the second link (<https://support.google.com/webmasters/answer/35624?hl=en>) submitted by the Level 2 provider which explained how to create page titles and meta descriptions in search results.

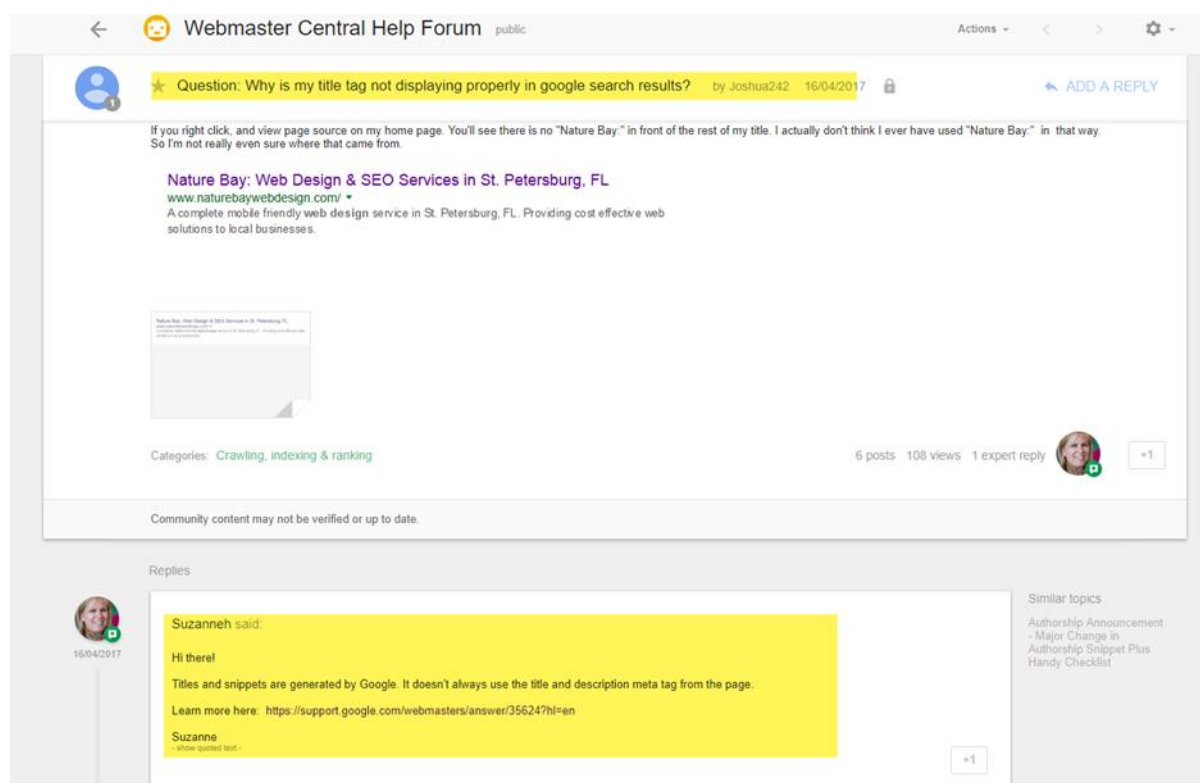
The Executive submitted that, although the Level 2 provider had stated that it did not fully understand the use of metadescrptions and metatags, irrespective of any purported technical or knowledge limitations, the Level 2 provider was responsible for ensuring that its Services complied with the Code of Practice and adhered to any Special conditions.

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.

In response to questioning by the Tribunal, the Executive confirmed that its understanding of the term “search engine marketing” was that it related to paid advertisements and that the term “search engine optimisation” related to organic, unpaid methods that ensured search results would appear higher up on the search page. The Executive also confirmed that the Level 2 provider had, during the course of the investigation, stated that it did not use Search Engine Optimisation Techniques as a way of improving its search engine rankings

2. The Level 2 provider denied the breach. It stated that Google was a search engine that decided what to do and how to do it. The Level 2 provider had added the information as to how to contact customer services and the different departments of any specific company. But it was Google that decided, based on its own statistics, what to show on the meta title and meta description. The Level 2 provider stated that it had done everything it could in to change the Google search results and to show on the search results the information that the PSA and the Code of Practice required. However, it was not something that was 100% working. In some cases the Google search results had picked up its titles and descriptions, and in some cases Google had added something else from the website, it was therefore not under its control.

The Level 2 provider supplied the below example screenshot:



The Level 2 provider stated that in the Executive’s own monitoring the differences could be seen. Some Google results had descriptions with the free numbers, some contained the description but did not contain a number, some contained the free numbers and in some Google had just picked up the PRN. The Level 2 provider stated that the Google search

results were not something it could control as different search queries showed different search results for the same website. It did not intentionally mislead.

3. The Tribunal considered the Code and the evidence before it. The Tribunal was satisfied that the search engine marketing did not clearly display a phrase which accurately described the true nature of the service. Notwithstanding this, the Tribunal's view was that Special Condition ICSS 1 was concerned with the process by which the Google search result came to be and not just the Google search engine result itself. The Tribunal noted the Level 2 provider's representations that it had not actively used any process to affect the final search engine result. The Tribunal further noted that no evidence had been submitted by the Executive to establish that search engine optimisation techniques had been utilised by the Level 2 provider. In the absence of such evidence, the Tribunal was not satisfied, on a balance of probabilities, that the Level 2 provider had used internet marketing or optimisation techniques that were in breach of Special Condition ICSS 1. Accordingly, the Tribunal found that the breach was not upheld.

Decision: NOT UPHELD

Alleged Breach 5

Paragraph 3.11.3 of the Code - 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) had not been adhered to.

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

Special condition ICSS 3:

"Promotional material must clearly and prominently state (where this is factually the case) that the information (including the number), advice or assistance provided by the PRS is available direct from the relevant public or commercial organisation at no or lower cost. The presentation of this information should be in a manner which is clear, prominent and proximate to the premium rate number advertised, and should include a link to the homepage of the website containing the actual number the consumer is looking for where such a website exists."


The Level 2 provider had made a number of changes to the Service promotions throughout its operation. The Executive set out a number of website versions:

UK Customer Service Contact Numbers Lists


Biggest and Daily Updated UK Companies Contact Number Database!

ASOS UK Contact Phone Number

- **Company Name:** ASOS
- **Main Contact Number:** [0871 976 4085](tel:08719764085)
- **HQ Address:** Greater London House, Hampstead Road, London, NW1 7FB
- **Opening Hours:** Monday to Saturday, 8am to 8.30pm
- **Website:** www.asos.com



discover fashion online



Daniel
10th October 2016
Retail

Here is ASOS main contact number:

[0871 976 4085.](tel:08719764085)

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- [Ecofishy Phone Numbers](#)
- [Good Energy Phone Numbers](#)


UK Customer Service Contact Numbers Lists

Biggest and Daily Updated UK Companies Contact Number Database!

Vitality Health, Pruhealth and Vitality Life Insurance Contact Numbers

- **Company Name:** VitalityLife
- **Main Contact Number:** [0871 976 4413](tel:08719764413)
Calls to 0871 numbers cost 13p per minute plus your phone company access charge.
- **HQ Address:** 3 More London Riverside, London, SE1 2AQ
- **Opening Hours:** Monday to Thursday, 8am to 8pm, Friday, 8am to 6pm, Saturday, 9.30am to 2pm
- **Website:** www.vitality.co.uk





Daniel
14th November 2016
Insurance
Edit

Department	Contact Number	Opening Hours
Vitality Health and VitalityLife Insurance Customer Service Free Number	0808 252 3314	Monday to Thursday, 8am to 8pm, Friday, 8am to 6pm, Saturday, 9.30am to 2pm
Existing Member Enquiries and Health Insurance Claims, Health Insurance Complaints	0345 602 3523	Monday to Friday, 8am to 7pm, Saturday, 9am to 1pm

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Promotional material submitted by the Level 2 provider in September 2017

ASOS UK Contact Phone Number

- **Company Name:** ASOS
- **Contact Number (call connection):** [0871 976 4085](tel:08719764085)

Calls to 0871 numbers cost 13p per minute plus your phone company's access charge. Find more on the company website and contact page. This is call connection service to customer service team. This is not direct number, find direct none premium rate numbers further down on the page.

- **HQ Address:** Greater London House, Hampstead Road, London, NW1 7FB
- **Opening Hours:** Monday to Saturday, 8am to 8.30pm
- **Website:** www.asos.com

DISCLAIMER

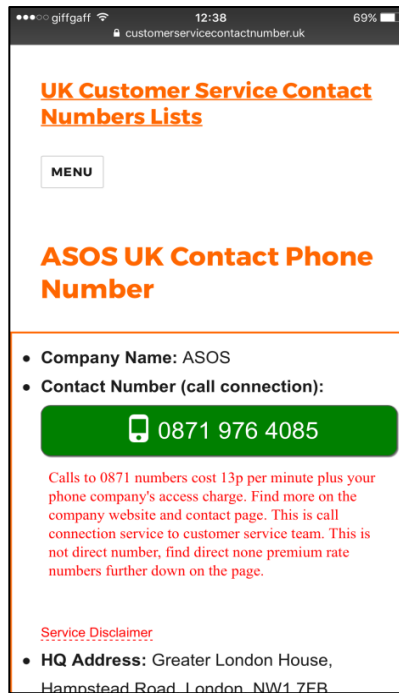
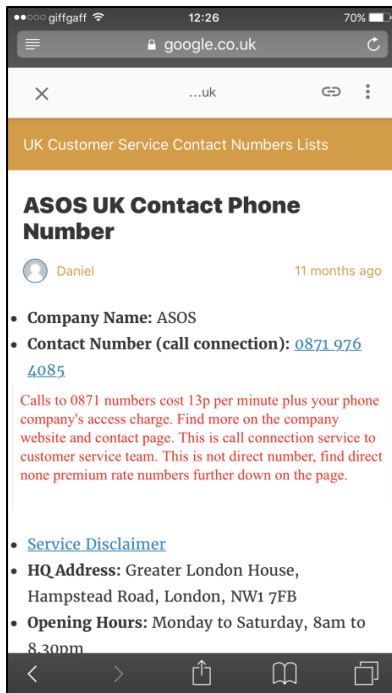
Calls to numbers starting with 087 cost 13p/minute (per minute) plus your phone company's access charge. Make sure you understand you are using a service – call connection service to companies, if you need to contact customerservicecontactnumber.uk owner you can use our contact form [here](#). If you are unsure of your network costs we strongly advise contacting your network supplier BEFORE using our service. Bill payers must be 18 years and over and have the bill payers permission before making the call. Please read and agree to these terms before using our service. Designated trademarks and brands are the property of their respective owners.

Based on the screenshots above, the Executive submitted that the Level 2 provider had not adhered to the special condition ICSS 3. Special condition ICSS 3 states that promotions “*must clearly and prominently state (where this is factually the case) that the information (including the number), advice or assistance provided by the PRS is available direct from the relevant public or commercial organisation at no or lower cost.*” However, the Executive found no evidence that this information was included on any of the Service website landing pages.

The Executive noted that although the website pages included a table of free or lower cost contact numbers for the commercial organisation, this information was not always immediately visible to users. In some cases, desktop users had to scroll down the website page to view the information, and mobile and tablet users, who accounted for 67% of all website traffic, *always* had to scroll down the website page to view it.

Additionally, Special condition ICSS 3 states that promotions “*should include a link to the homepage of the website containing the actual number the consumer is looking for where such a website exists.*” Although the website landing page did include a link to the website homepage, it was not immediately visible on the mobile and tablet versions of the website.

In order to view the link on the mobile and tablet versions, the Executive had to scroll down the website – please see the screenshots below:



The consumers who accessed the website on tablet or mobile devices, accounted for 67% of all website traffic. The Executive's view therefore was that the link was not placed in a location which was clear or prominent and it is likely that a significant number of consumers would not have seen the link to the website homepage.

In light of the above, the Executive submitted that a breach of paragraph 3.11.3 of the Code had occurred as the Special condition ICSS 3 has not been adhered to by the Level 2 provider.

2. The Level 2 provider denied the breach. It stated that it had done a lot to research and find as many different channels to contact each and every company as it could. It had pages with more than 5000 words, pictures and guides with tables of different service numbers for each company. If a customer came to the website from mobile they could very easily find the free and premium rate numbers, social media links and more. The Level 2 provider stated that was obvious that there was a lot of information and a lot of numbers, free and paid numbers for each and every page on the website. The Level 2 provider further stated that if it had wanted to mislead it could just have provided premium rate number, like a lot of other easily found websites were doing. It had only added one PRN on each page, together with other free numbers, and the PRN was accompanied by pricing information in the form of a large, red notification. The Level 2 provider stated that on each page on which it promoted the PRN, it also promoted different numbers and other channels to contact the same company, such as social media. The five customers that somehow did not see all of the other information on the page received their money back immediately.
3. The Tribunal considered the Code and all the evidence before it and in particular the Executive's monitoring evidence. In the Tribunal's view, the monitoring evidence showed that consumers would have to scroll down in order to view the key information required by

Special Condition ICSS 3. In light of this fact, the Tribunal was satisfied that the information was not clear, prominent or proximate to the PRN.

Accordingly the Tribunal upheld the breach of the Code.

Decision: UPHELD

Alleged Breach 6

Paragraph 3.11.3 of the Code - 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 acted in breach of rule 3.11.3 of the Code as consumers were not given all of the necessary information in order to make an informed decision to use the Service.

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

Special condition ICSS 11

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

the price per minute;

that the ICSS provider is not [insert the end organisation’s name] or that the ICSS provider is [insert ICSS provider name]; and

the name of the end-organisation consumers will be connected to or given the option of connecting to.”

Based on the Level 2 provider correspondence and its own monitoring evidence, the Executive believed that the Level 2 provider had not adhered to Special Condition ICSS 11.

The Executive noted that although the more recent monitoring demonstrated that a pre-recorded information message was included before connection to the commercial organisation, this was not the case in the monitoring it conducted on 16 and 20 June 2017.

Therefore, on 5 October 2017 the Executive requested that the Level 2 provider confirm the date on which it had added the IVR message to the call.

On 11 October 2017, the Level 2 provider supplied the following response:

“The recordings were live on 26 Jul and the order for the recordings was on 18/07/17” [sic]

The Executive stated that the Level 2 provider appeared to be suggesting that the IVR message was activated on 26 July 2017 and that the Level 2 provider had instructed its supplier to add the IVR message on 18 July 2017.

The Level 2 provider therefore indicated that the IVR was only live from 26 July 2017, despite the Service operating from 14 November 2016. It was the Executive’s case that from 14 November 2016 to 25 July 2017, the Service did not include a pre-recorded information message before connection.

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

2. The Level 2 provider denied the breach. The Level 2 provider stated that it had a conversation with PSA on 18 January 2017, when it was told there was a new rule and that it needed to add an IVR message. The Level 2 provider had also been informed by the Level 1 provider that this was a new rule, but it had been told by the Level 1 provider not to add the IVR message yet, but to wait until the PSA had asked the Level 1 provider to add the IVR to all its Level 2 customers. The Level 2 provider also stated that the Level 1 provider had suggested it would prepare the IVR for the service, and that when the Level 1 provider was asked by PSA to add it to all of their customers it would also add it to the service.

The Level 2 provider stated that it was duped into believing that this was the way it should work because the Level 1 provider was from the telecoms industry and it had trusted them. The Level 2 provider could not understand why the PSA did not ask questions of the Level 1 provider or fine it in any way. It had put its trust in the wrong people and the Level 1 provider had knowingly misled it to believe that adding the IVR message was something that did not need to happen until the PSA will asked the Level 1 provider to do it.

3. The Tribunal considered the Code and the evidence before it. The Tribunal was satisfied that an IVR message was not applied to the service between November 2016 and July 2017. The Tribunal considered the Level 2 provider’s representations amounted to a full admission of the breach.
4. Accordingly, the Tribunal upheld a breach of the Code.

Decision: UPHELD

Alleged Breach 7

Paragraph 3.11.3 of the Code - *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 acted in breach of rule 3.11.3 of the Code as consumers were not given all of the necessary information in order to make an informed decision to use the Service.

The Executive relied upon the Level 2 provider correspondence, the PSA’s registration database, and the content of the Notice of Special conditions for Information, Connection and/or Signposting Services.

Special condition ICSS 13:

“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’”

The Level 2 provider had stated that the Service commenced operation on 14 November 2016. However, the Executive noted that the service was first fully registered on 15 September 2017 – some 10 months later. The Executive relied upon the screenshot from its registration system:

PPS Service No.	Name	Customer Helpline Provider	Service Type	Internal Serv...	Shared Shortc...	From Date	To Date	Status Reason
	call connection	Tobaji LTD		No	No	15/09/2017		Complete
	call connection	Tobaji LTD		No	No	15/09/2017		Complete
	Tobaji LTD-ispotobaj@gmail.com	Tobaji LTD		No	No	20/06/2017		Incomplete

From Date	To Date	Status Reason
15/09/2017		Complete
15/09/2017		Complete
20/06/2017		Incomplete

The Executive noted that the Level 2 provider had made an attempt to register the Service on 20 June 2017 (some seven months later), however the registration was not completed:

Service Details		
Service Type	--	
Charging Details	13ppm + access charge	
Ownership		
Data Owner*	Tobaji LTD	
Status		
From Date	20/06/2017	To Date
Status	Incomplete	
Number Checker		
Status	Active	

The Executive noted that on 20 June 2017 the Level 2 provider stated the following in relation to number registration:

“I also like to mention that we tried couple of times adding the PRN to the PSA number checker and to the PSA database, But there seems to be some issue with the system, we are unable to add the numbers, just the information around them (the edit button is not allowing us adding or edit the numbers).”

It was unclear why the Level 2 provider was not able to complete its registration of the Service on 20 June 2017 as there had been no issues concerning the registration of services and numbers on the system over the past 18 months. However, as the Service commenced operation on 14 November 2016, the Executive’s view was that initial attempts to register the numbers should have been made then, and not seven months into the operation of the service.

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 11 has not been adhered to by the Level 2 provider.

2. The Level 2 provider denied the breach. It stated that there was no reason for it not to add the numbers to the number checker. It had tried to add the numbers to the PSA number checker more than once, but it did not work. It found a way to register by only adding the range of numbers, and not each number separately. The Level 2 provider had seen on the PSA website, that there were sometimes issues with the number checker. The Level 2 provider stated that its problem was that adding specific numbers did not work. Once it had realised that it could add a range of numbers, it had added all of the numbers. The Level 2 provider suggested that the PSA check the server logs, which would show that it had tried multiple times to add its numbers to the number checker and it had failed.
3. The Tribunal considered the Code and all the evidence before it. The Tribunal noted in particular the Executive’s evidence in respect of the registration system. The Tribunal was satisfied that this evidence demonstrated that the registration system was working properly

during the relevant time period. The Tribunal did not accept the Level 2 provider's submission that the registration system was not working throughout the relevant period. Accordingly, the Tribunal upheld the breach.

Decision: UPHELD

Revenue

The total service revenue generated for the relevant period was £ 891,882.30

The Level 2 provider's gross revenue for the relevant period was £ 661,248.75.

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. In particular, the Executive was satisfied that the majority of the revenue flowed from the breaches, with the exception of ICSS 3 where the Executive was satisfied that all of the relevant service revenue flowed from the breach.

The Executive further submitted that the changes made to the Service website around June and July 2017 coincided with a sharp decline in service revenue, which further demonstrated that the breaches had significantly impacted on the total Service revenue generated.

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
- access to the service and any future Information, Connection and/or Signposting Services operated by the Level 2 provider on a number range within the PSA's regulatory remit is barred until compliance advice has been sought and implemented to a standard deemed appropriate by the Executive.
- 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 £1,450,000 comprised of:

Rule 2.2.1 – £175,000
Rule 2.2.2 – £175,000
Rule 2.3.2 – £175,000
Paragraph 3.11.3 – ICSS 1 – £250,000
Paragraph 3.11.3 – ICSS 3 – £250,000
Paragraph 3.11.3 – ICSS 11 – £250,000
Paragraph 3.11.3 – ICSS 13 – £175,000

The Level 2 provider agreed with the following sanctions: remedy the breach, bar on access and compliance advice recommendations.

The Level 2 provider did not agree with the recommended fine sanction. The Level 2 provider stated that the fine would ruin its company and was not proportionate to the alleged breaches or to the number of customers that had complained. The Level 2 provider stated that the PSA had issued a lot of fines over the years which were very low compared to the recommended fine in this case. Particularly by comparison to the harm other services had deliberately caused to their customers. The Level 2 provider gave the examples of previous cases involving porn applications, and services that bought “wrong digit numbers” in order to mislead consumers into dialling a PRN.

1. 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 “very serious” as advanced by the Executive.

Mitigating and Aggravating Factors

The Executive advanced the following mitigating factors going to the conduct of the Level 2 provider as a whole:

- The Level 2 provider made amendments to the service operation and promotion, although the Executive believed the service remained non-compliant.
- Refunds appeared to have been issued to consumers by the Level 1 provider, who then invoiced the Level 2 provider
- The Executive noted that the Level 2 provider had stopped promoting the Service on 087 numbers, but had, however, moved the Service to 084 numbers which were not regulated by the PSA.

The Level 2 provider advanced the following mitigating factors going to its conduct as a whole:

- The ICSS 11, ICSS 13 and paragraph 2.2.1 breaches had been committed due to circumstances beyond its control.

- It had made changes to the service promotion and operation and had done everything the PSA compliance team had asked of it.
- It had paid for every refund - first to the Level 1 provider, which then paid the refund the customer. It had also double checked that customers were happy with the refund and the process.
- It had done everything it could to cooperate with the PSA, for example its response times for every query from the PSA was very fast, with a day or two.
- It had made a lot of changes to the service, it had added a lot of information to the web pages, added an IVR message and done everything the compliance team had asked of it.

The Executive submitted that the following were aggravating factors:

- The Level 2 provider had failed to follow PSA Guidance
- The Level 2 provider was aware of the ICSS Special conditions since 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 had remained non-compliant.
- The Level 2 provider's solicitors disregarded an initial deadline to supply financial information and then after a further delay of three weeks had refused to supply it.

The Level 2 provider advanced the following mitigating factors going to its conduct as a whole:

- It had done a lot in order to help its customers be fully and clearly informed of all information likely to influence the decision to purchase. It had included a clear red information alert next to the PRN. It had added a lot of numbers, free and local rate, for the same company in the page that it promoted the PRN. It also made changes to mobile view so that customers could view and decide whether or not to use the service.
- The service had not remained non-compliant, and it had made all the changes requested by the PSA on the same day.
- It denied that it had just refused to send financial information. It had asked its lawyers to check concerns regarding privacy.

The Tribunal considered it to be a mitigating factor that the Level 2 provider had made some changes and improvements to the service. It also considered it to be a mitigating factor that refunds had been made to consumers.

The Tribunal was satisfied that the case was aggravated by the Level 2 provider's failure to follow Guidance or respond to compliance updates and previous adjudications. It also considered it to be an aggravating factor that the Level 2 provider had failed to fully implement compliance advice after it had become aware of the breaches, and that the Level 2 provider had failed to supply financial information when requested.

The Tribunal considered the Level 2 provider's decision to promote the service on the 084 number range, which was not regulated by the PSA, to be an aggravating factor rather than a mitigating factor, due to the reasonable inference that this step had been undertaken to evade the PSA's regulation.

Assessment of Breach Severity

The Executive assessed the severity of the breaches as follows:

- Rule 2.2.1 – serious
- Rule 2.2.2 – serious
- Rule 2.3.2 – very serious.
- Paragraph 3.11.3/Special condition ICSS 3 – very serious
- Paragraph 3.11.3/Special condition ICSS 11 – very serious
- Paragraph 3.11.3/Special condition ICSS 13 – serious

The Tribunal assessed the severity of the breaches as follows:

- Rule 2.2.1 – serious, for the following reasons:
 - The service had a clear detrimental impact on consumers;
 - The service would have damaged consumer confidence in premium rate services;
 - The cost incurred by consumers may be high;
 - The service had the potential to generate higher revenues, as a result of the breaches;
 - The service had very limited or no scope or ability to provide the purported value to consumers;
 - The breach was committed recklessly;
 - The breach indicated a wider problem in the procedures and controls of the relevant party and
 - The breach was of a significant duration.
- Rule 2.2.2 – serious, for the following reasons:
 - The service had a clear detrimental impact on consumers;
 - The service would have damaged consumer confidence in premium rate services;
 - The cost incurred by consumers may be high;

The service had the potential to generate higher revenues, as a result of the breaches;

The service had very limited or no scope or ability to provide the purported value to consumers;

The breach was committed recklessly;

The breach indicated a wider problem in the procedures and controls of the relevant party and

The breach was of a significant duration.

- Rule 2.3.2 – very serious. The Tribunal did not agree with the Executive’s assessment of the breach as serious, and instead considered it to be very serious for the following reasons:

There was a clear and highly detrimental impact or potential impact, directly or indirectly, on consumers;

It was likely to severely damage consumer confidence in premium rate services;

The service was designed with the specific purpose of generating revenue streams for an illegitimate reason;

The breach was committed intentionally or at the very least recklessly in the view of the Tribunal, as the use of the words “main contact number” in combination with the use of company logos clearly had the capacity to mislead consumers as to the true nature of the service;

The breach demonstrated a fundamental disregard for the requirements of the Code;
The breach was of a significant duration.

- Paragraph 3.11.3/Special condition ICSS 3 – very serious, for the following reasons:

There was a clear and highly detrimental impact or potential impact, directly or indirectly, on consumers;

It was likely to severely damage consumer confidence in premium rate services;

The service was designed with the specific purpose of generating revenue streams for an illegitimate reason;

The breach was committed intentionally or at the very least recklessly in the view of the Tribunal, due to the Level 2 provider’s knowledge of the Special conditions;

The breach demonstrated a fundamental disregard for the requirements of the Code;

The breach was of a significant duration.

- Paragraph 3.11.3/Special condition ICSS 11 – very serious, for the following reasons:

There was a clear and highly detrimental impact or potential impact, directly or indirectly, on consumers;

It was likely to severely damage consumer confidence in premium rate services;

The service was designed with the specific purpose of generating revenue streams for an illegitimate reason;

The breach was committed intentionally or at the very least recklessly in the view of the Tribunal, due to the Level 2 provider's knowledge of the Special conditions;

The breach demonstrated a fundamental disregard for the requirements of the Code;

The breach was of a significant duration.

- Paragraph 3.11.3/Special condition ICSS 13 – very serious. The Tribunal did not agree with the Executive's view of the breach severity as serious, regarding instead as very serious for the following reasons:

The failure to register was known to the provider;

The failure to register undermines the effectiveness of regulation;

The Level 2 provider had been informed in February 2017 of the need to register when the Special conditions had been sent to it Despite this, it did not register until September 2017;

The Level 2 provider had deliberately failed to register between June and September 2017;

The registration breach continued for a period of 10 months in total.

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 £661,248.75, which was 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. The Executive noted that the sanction may have a detrimental effect on the Level 2 provider. However due to the seriousness of the matters, it was the Executive's view that the recommended sanctions were justified.

2. The Level 2 provider stated that there were only 5 complaints about the service, and it had taken lots of steps to give information to help the customer decide whether or not to use our service. The Level 2 provider further stated that it was a great service and that almost 100% of its customers were happy with it. Therefore, it was not appropriate to consider its total revenue as relevant for sanctioning purposes.

The Level 2 provider also stated that its customers were happy with the service and any that were unhappy were refunded. This had taken a lot of work and effort by the Level 2 provider and it did not agree that the PSA should remove the financial benefit made from its hard work and a lot of research and time.

The Level 2 provider stated that the recommended fine was not proportionate, for 5 customers who were not fully happy with the service, and that the fine could ruin its

company. The Level 2 provider accepted that it could have done some things better, but it had done a lot in order to help customers make an informed decision, and it urged the Tribunal to take that into its consideration.

3. The Tribunal was satisfied that the Level 2 provider's gross service revenue of £661,248.75 was the relevant revenue for sanctioning purposes and that the revenue flowed from breaches of the Code.

The Tribunal noted that the combined effect of the breaches was very serious, and that the combination of breaches misled consumers into believing that they were calling the relevant organisations directly. The effect of the breaches on the knowledge and understanding of consumers entering the service was clearly demonstrated by the dramatic fall in service revenue which occurred when changes to the service promotions were made by the Level 2 provider, in particular the addition of the IVR message. Overall, the Tribunal was satisfied that there was a clear need to impose sanctions which deterred conduct of this nature and which removed the financial benefit accrued due to the non-compliance with the Code and Special conditions. The Tribunal noted that the Special conditions were introduced in order to minimise the risk of harm to consumers from high risk ICSS services and that there was a clear need to deter this provider and the wider industry from engaging in similar breaches.

Sanctions Adjustment

The Executive stated that, although there was a very high breach severity, it had considered the Level 2 provider's revenue, and believed that the fine amount should be adjusted and decreased to £700,000 in the interests of proportionality.

The Executive's fine recommendation had been made on the basis that all of the alleged breaches would be upheld. The Tribunal noted that it had not upheld a breach of Special Condition ICSS 1. However, it considered that a fine in the region of £700,000 was still proportionate and justified, given the need to remove the financial benefit and deter similar misconduct. The Tribunal also noted that in its assessment of the breaches of rules 2.3.2 and ICSS 13 was that they were very serious breaches, rather than serious, as had been originally assessed by the Executive.

The Tribunal considered the Level 2 provider's submission that a fine of £700,000 would ruin its company and the Tribunal accepted that there would be an impact on the Level 2 provider's business. The Tribunal noted that no specific evidence had been supplied by the Level 2 provider as to the specific impact the fine would have. Notwithstanding this, the Tribunal considered the fine to be a reasonable cost and consequence of very serious non-compliance and therefore was satisfied that the sanctions outlined below were justified and proportionate.

Final Sanctions

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 direction that access to *any current or future ICSS service operated on a number or number range within the PSA's regulatory remit* is barred until compliance advice has been sought and implemented to the satisfaction of PSA (4.8.3(e))
- 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 £700,000 comprised of:
 - Rule 2.2.1 - £75,000
 - Rule 2.2.2 - £75,000
 - Rule 2.3.2 - £150,000
 - ICSS 3 - £100,000
 - ICSS 11 - £150,000
 - ICSS 13 - £150,000
- 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.

Administrative charge recommendation: 95% to reflect the fact that the allegation in respect of an alleged breach of ICSS 1 was not upheld.