

## DECISION

### Background

- 1 The complainant, Mrs AI, first made a complaint to the Tolling Customer Ombudsman (TCO) on 28 July 2015 as follows:<sup>1</sup>

“I called the contact centre in May to pay the total amount due. I paid casual tolls as I did not use toll road frequently. I called up every week and ask for the total amount for one week I was advised of incorrect TOTAL amount to pay and the reason i was advised it was incorrect was because the invoice was generated on the day of my call. I was told the staff could not see the total amount due therefore they could not tell me the total amount to pay. I spoke with manager as well as resolution who advised me they could not waive the fee. I informed them that it was staff error as they did not give me the total amount to pay.

When I first moved to here I had cash only and the staff did not tell me that I could pay by cash over the counter due to me not having credit card for my toll roads when i called them to try to make payment. The manager helped me and apologised for the error and waived the fees that was put on my invoice. They advised me they couldnt help me now because they have waived the fees before. I told them both instances it was error of their staff. They told me they could not locate my last payment and I had to send proof of payment through to them so they could deduct it from my account. When i made the payment i thought i was making the payment in full as this is what I asked the staff to tell me.

I cannot open an account as there is excessive fees applied under my name due to staff error and no one at Go Via has been willing to help me resolve the issue. I want to resolve this issue. I am a single mum with low income i cannot afford to pay \$1112.00 from my pay. I work 6 days a work and barely meet expenses as it is.

Can you help me resolve this issue. I am not trying to avoid making payments i just want the excessive fees to be removed and an account set up for me for the payment to be deducted automatically. I cannot set up the account now as they will charge me \$1112.00 which I cannot afford to pay.

Go via staff are not helpful at all. I spoke to back office today to customer service who name is Sonia who advised me that I cannot speak to manager or anyone else and I need to contact the ombudsman as their resolution team has declined to waive the fees. She would not transfer me to speak to contact centre manager or anyone else and was not willing to help me at all.”

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<sup>1</sup> All parties' submissions used in this Decision are quoted verbatim

- 2 The TCO acknowledged receipt of the complaint and referred same to Transurban Queensland (go via) for investigation and response.
- 3 On 29 July 2015 go via notified the TCO that this matter had already been addressed directly with Mrs AI in May 2015 and provided copy of exchange of emails between Mrs AI and it for the TCO's perusal. The TCO instructed go via to further investigate the complaint and respond to Mrs AI, copied to the TCO.
- 4 On 30 July 2015 go via advised Mrs AI as follows:

"Thank you for your email, forwarded to **go via** from the office of the Tolling Customer Ombudsman (TCO).

Upon investigation into your vehicle [8\*\*\*Y] (QLD), we have an outstanding balance of **\$757.39** owing to **go via**.

This is made up as follows:

Post date	Due date	Invoice Number	Text	Amount
29.07.2015	28.08.2015	[23***96]	Demand Notice	\$27.85
29.07.2015	28.08.2015	[23***95]	Demand Notice	\$27.85
29.07.2015	28.08.2015	[23***94]	Demand Notice	\$25.76
29.07.2015	28.08.2015	[23***93]	Demand Notice	\$25.76
29.07.2015	28.08.2015	[23***92]	Demand Notice	\$24.71
29.07.2015	28.08.2015	[23***91]	Demand Notice	\$24.71
27.07.2015	10.08.2015	[36***93]	Toll Invoice	\$18.69
24.07.2015	23.08.2015	[22***64]	Demand Notice	\$27.85
24.07.2015	23.08.2015	[22***63]	Demand Notice	\$27.85
24.07.2015	23.08.2015	[22***62]	Demand Notice	\$27.85
24.07.2015	23.08.2015	[22***61]	Demand Notice	\$27.85
24.07.2015	23.08.2015	[22***60]	Demand Notice	\$27.85
24.07.2015	23.08.2015	[22***59]	Demand Notice	\$25.72
24.07.2015	23.08.2015	[22***58]	Demand Notice	\$25.72
24.07.2015	23.08.2015	[22***57]	Demand Notice	\$25.72
24.07.2015	23.08.2015	[22***56]	Demand Notice	\$25.72
24.07.2015	23.08.2015	[22***55]	Demand Notice	\$25.58
24.07.2015	23.08.2015	[22***54]	Demand Notice	\$25.58
24.07.2015	23.08.2015	[22***53]	Demand Notice	\$27.32
15.07.2015	29.07.2015	[36***60]	Toll Invoice	\$21.72
22.06.2015	22.07.2015	[27***99]	Demand Notice	\$24.35
22.06.2015	22.07.2015	[27***98]	Demand Notice	\$25.25
22.06.2015	22.07.2015	[27***97]	Demand Notice	\$25.25
22.06.2015	22.07.2015	[27***96]	Demand Notice	\$25.25
22.06.2015	22.07.2015	[27***95]	Demand Notice	\$25.25
22.06.2015	22.07.2015	[27***94]	Demand Notice	\$26.99

22.06.2015	22.07.2015	[27***93]	Demand Notice	\$26.99
26.05.2015	25.06.2015	[25***89]	Demand Notice	\$22.74
11.05.2015	10.06.2015	[21***75]	Demand Notice	\$22.74
11.05.2015	10.06.2015	[21***74]	Demand Notice	\$14.92
			<b>OUTSTANDING BALANCE</b>	<b>\$757.39</b>

As payment has not been forthcoming, some of the notices have escalated to Penalty Infringement Notices (PIN).

We remain compliant to State legislation when issuing these notices, and the same legislation advises that it is an offence to not pay a Toll Road Demand Notice by the due date. Failing to do so may result in State issued PINs to the registered owner, and this attracts a fine in excess of \$164 and can affect the status of a driver's licence. These infringements are either issued by the state Tolling Offence Unit or Brisbane City Council, depending on which toll point was used.

Below is what we have escalated to PIN:

22.06.2015	22.07.2015	[27***04]	Demand Notice
22.06.2015	22.07.2015	[27***03]	Demand Notice
22.06.2015	22.07.2015	[27***02]	Demand Notice
22.06.2015	22.07.2015	[27***01]	Demand Notice
22.06.2015	22.07.2015	[27***00]	Demand Notice
15.06.2015	15.07.2015	[23***25]	Demand Notice
15.06.2015	15.07.2015	[23***24]	Demand Notice
15.06.2015	15.07.2015	[23***23]	Demand Notice
15.06.2015	15.07.2015	[23***22]	Demand Notice

Our notations suggest we offered a once off gesture of goodwill fee waiver in February 2015. This waiver was for \$250. A payment of \$287.86 was made the same day which paid everything outstanding for your vehicle [8\*\*\*Y] (QLD) at that time. You were also encouraged to set up an account online to avoid this from occurring again. As no **go via** account and/or pass has been set up for toll travel, we are unable to repeat the fee waiver offer and recommend you make payment in full for the outstanding balance.

To make payment, please contact **go via** on 13 33 31, between 7am to 7pm daily."

**5 To which Mrs AI responded:**

"The fee was waived because thw error was made by your staff giving me incorrect information. I wasnt encouraged to set up the account i was told i can only set it up online and i informed the staff i didnt have internet access. No one offered to open the account. The fee was not waived as goodwill gesture it was waived because when i called with an invoice to pay and i had cash i was not told that i could pay it over the counter. It was waived purely because of staff error. I would suggest the ombudsman to listen to all the calls about incorrect information provided by staff. The full fee was not waived i had to pay for staffs error for the first time i am not going to be penalised for another staff error. I want the fees to be waived someone to give me a call to take the actual payment minus the fees and someone to open the account for me.

You have never waived any fees due to an error i made. It was due to your staff error."

6 On 31 July 2015 go via replied to Mrs AI as follows:

“My apologies. The fee waiver was offered as a once off, we are unable to replicate the generous offer that has already been made towards your vehicle [8\*\*\*Y] (QLD).

As per our notations you were advised to set up an account to avoid this from happening again, but this has not occurred.

The full amount below remains payable and outstanding with **go via** as you have continued to travel through the toll roads without a valid means of payment.

Post date	Due date	Invoice Number	Text	Amount
29.07.2015	28.08.2015	[23***96]	Demand Notice	\$27.85
29.07.2015	28.08.2015	[23***95]	Demand Notice	\$27.85
29.07.2015	28.08.2015	[23***94]	Demand Notice	\$25.76
29.07.2015	28.08.2015	[23***93]	Demand Notice	\$25.76
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29.07.2015	28.08.2015	[23***91]	Demand Notice	\$24.71
27.07.2015	10.08.2015	[36***93]	Toll Invoice	\$18.69
24.07.2015	23.08.2015	[22***64]	Demand Notice	\$27.85
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24.07.2015	23.08.2015	[22***62]	Demand Notice	\$27.85
24.07.2015	23.08.2015	[22***61]	Demand Notice	\$27.85
24.07.2015	23.08.2015	[22***60]	Demand Notice	\$27.85
24.07.2015	23.08.2015	[22***59]	Demand Notice	\$25.72
24.07.2015	23.08.2015	[22***58]	Demand Notice	\$25.72
24.07.2015	23.08.2015	[22***57]	Demand Notice	\$25.72
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22.06.2015	22.07.2015	[27***98]	Demand Notice	\$25.25
22.06.2015	22.07.2015	[27***97]	Demand Notice	\$25.25
22.06.2015	22.07.2015	[27***96]	Demand Notice	\$25.25
22.06.2015	22.07.2015	[27***95]	Demand Notice	\$25.25
22.06.2015	22.07.2015	[27***94]	Demand Notice	\$26.99
22.06.2015	22.07.2015	[27***93]	Demand Notice	\$26.99
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11.05.2015	10.06.2015	[21***75]	Demand Notice	\$22.74
11.05.2015	10.06.2015	[21***74]	Demand Notice	\$14.92
			<b>OUSTANDING BALANCE</b>	<b>\$757.39</b>

We remain compliant to State legislation when issuing these notices, and the same legislation advises that it is an offence to not pay a Toll Road Demand Notice by the due date. Failing to do so may result in State issued PINs to the registered owner, and this attracts a fine in excess of \$164 and can affect the status of a driver's licence.

We publish all our fees and charges on our website at all times. These fees are also approved by the State of Queensland; published in the annual Gazette.

Details relating to our fees and charges are available on our website by [clicking here](#).

As you have been previously advised of all related details, no further correspondence will be entered into regarding this matter."

**7** That same day the TCO wrote to Mrs AI in the following terms:

"I enclose a copy of information provided by go via.

You must understand that you cannot travel on any toll roads without having appropriate arrangements to pay. The terms of the use of toll roads are published for customers to follow and the customer has the obligation to operate within those terms.

There are numerous outlets throughout the State and metropolitan area where payments can be made by cash if you do not want to establish an account."

**8** On 3 August 2015 Mrs AI emailed the TCO:

"The first time I called and wanted to pay my account in cash the contact centre told me that I could not pay cash I needed to have credit card. The first fees were waived because the contact centre gave me incorrect information.

I have tried to set up the account various time with the contact centre agent and they said they would not do it for me as I needed to do it myself online.

I do not have internet at home and they only way I can deal with this issue is from work.

Go via has not exercised good will when it comes to resolving my complaint due to a fault of mine they have just waived the first fee to cover the mistake their employees have made. Nor they have offered to set up an account for me.

As I said before I am a single mum I cannot spend that much on fees when I am the only sole earner that puts food on the table.

I have tried to make payment. I have tried to set up the account but go via has done nothing to help me.

This is distressing for me as I have been told I have \$1112.00 owing due to \$900 worth of fees. I do not travel on toll roads everyday. I have tried to the best of my ability to resolve this issue."

**9** The TCO sought further comment from go via and on 4 August 2015 go via responded to Mrs AI:

"Thank you for your response.

Legally, under the existing tolling legislation of the State of Queensland, the registered driver is liable for payment of the toll within 3 days, to avoid any additional fees.

When there is no valid means for toll payment, an invoice is issued and if unpaid will attract further penalties, including Demand Notice fees.

We place warnings on our network that toll evasion is an offence, as it is advised under State legislation.

Payment to clear toll travel has not been made so we have continued the escalation process.

If payment cannot be made in full, I suggest making payment for as much as you can and as often as possible towards the outstanding balance. This however will not stop the escalation process.

I note the latest trip made in the vehicle [8\*\*\*Y] (QLD) was the 2<sup>nd</sup> August 2015. You are still continuing to travel on the toll roads with no valid means of payment.

I strongly advise calling our contact centre on 13 33 31, 7am-7pm daily to set up an account for future travel.

Travel on the **go via** network should be avoided completely until you were in a position to clear the account.”

**10** On 5 August 2015 Mrs AI replied to go via, copied to the TCO:

“I called up the contact centre today and spoke to agent employee id number [Number] agent name [Name] on 05/08/2015 at 1.55 pm. The agent advised me they cannot set up the account and I need to set up the account online. This is the forth time that I have been told they cannot set up the account at the contact centre. I have made the payment for my recent trips.

Can you advise me what is happening with my complaint as I am getting fed up with the emails to and fro with the same legislative dialect.

1) The first credit I received was due to the contact centre giving me incorrect information about payment. The credit was given to cover the mistake for the contact centre agent

2) Can you explain to me when I called to make a full payment why I was not advised of the total amount to pay and why you could not locate my payment I had to actually send a receipt to proof the payment and why I have been charged penalties when the agent gave me incorrect information about the total to pay.

3) Why the agents cannot set up the account for customer that call the contact centre? what happens to the customers that do not have internet access?

What is happening with the complaint that I lodged a month ago and I want this issue resolved ASAP.

I want the fees waived because the contact centre gave me incorrect information about the total to pay. I want an agent to call me to set up the account take payment minus your penalties and resolve this issue completely. I am sure the cost of spending time on this complaint is more than the suggested resolution.”

**11** The TCO referred the above response to go via for comment, copied to Mrs AI, and advised a written decision will be prepared.

**12** On 6 August 2015 go via emailed Mrs AI as follows:

“Thank you for your response.

I apologise for the information you received on the latest phone call, I wish to advise I have sent the appropriate feedback to the Contact Centre Manager for this issue to be addressed with the Customer Service Representative, as they should have set up a pre-paid account for you.

I am happy to give you a call at a time suitable for you to set up an account. I am in the office between 10am-6pm, Monday – Friday.

Regarding your queries:

**1) The first credit I received was due to the contact centre giving me incorrect information about payment. The credit was given to cover the mistake for the contact centre agent:**

Although I appreciate it may have been a mistake on our agents behalf, we are still unable to replicate another waiver as our waivers are once offs.

**2) Can you explain to me when I called to make a full payment why I was not advised of the total amount to pay and why you could not locate my payment I had to actually send a receipt to prove the payment and why I have been charged penalties when the agent gave me incorrect information about the total to pay:**

Sometimes when payments are made they can be made to the wrong reference number, so we require bank statements to be sent so we can investigate where the payment was made to and allocate it accordingly. Regarding the outstanding amounts, I am unable to make comment as the details discussed were between you and the operator who took the call. I can only go off the notes that have been left in our system.

**3) Why the agents cannot set up the account for customer that call the contact centre? what happens to the customers that do not have internet access?**

The Customer Service Representatives should be setting up accounts over the phone if requested to. As above, this feedback has been forwarded and will be addressed.”

**13** On 7 August 2015 Mrs AI responded:

“Thank you for your email. You are the first person that has offered to open the account for me. My contact number between 10am-4.30pm Monday to Friday is [Number].

I do believe that I should not be penalised for something that contact centre staff failed to do. Its not one staff all the staff (from memory total of 5 customer service representative) I have dealt with previously and asked them to set up the account they refuse to do so and direct me to the website. When I am home I do not have any internet access.

I called up every week or second week to keep up with my payments but one of the staff gave me incorrect total amount to pay and the excuse I was given was because the invoice was generated on the same day as my call that is why they gave me the incorrect total. And I was penalised for that invoice as well.

I have done everything that I could to set up the account to make payments I do not believe the amount of time the amount of calls and the stress that this issue has put me through is justifiable and the penalties I have to pay for someone else making an error is unacceptable.”

14 No further correspondence was entered into between the parties.

15 Subsequently, on 21 November 2016, Mrs AI emailed the TCO as follows:

“This complaint did not get resolved and I have not received any written decision from yourself This company has abused its power to not open an account for me sent various fines for collections to sper leaving me with over \$5000 in penalties and sent my details to a collection agency. Why am I being penalised for their mistake for their staff refusing to open an account for me. Why was there no decision made regarding this case. Its been over a year now and I am still paying for their mistake.”

16 On 28 November 2016 the TCO sought the following information from Mrs AI, copied to go via:

“Please advise:

- a) If you opened the account with Go Via that was offered to you?
- b) Have you paid any monies owing to Go Via?
- c) Have you been travelling on Go Via roads and, if so, how have you been paying for the travel?”

17 Mrs AI responded to the TCO as follows:

“1) Go via allowed me to open the account after various attempts and getting in touch with you and their contact centre refusing to do it in the first place on numerous occasion. They have charged large amount of fees while I was waiting for them to open an account for me which they have sent to collections agencies totaling over \$5000. I should not be paying any penalties when they refuse to open the account and in my previous emails to you I have provided information in regards to their agents giving me incorrect balance to pay and charging me extra as they said their invoice department is separate to balance owing department  
2) I am still paying it off at \$75 per fortnight as their fees have been added on top to collections agency  
3) I have an account now which I top up fortnightly to pay for my travels. They opened this account after I got in touch with YOU. I should not be penalized for them refusing to open and account previously and charging me fees.

Why has the penalties not been removed as they were the ones who refused to open the account in the first place and their agents gave me the wrong balance to pay everytime I used to call up? why am I being penalised for their mistake ? Why have not made any decisions regarding this and its taken over a year ?”

18 The TCO replied:

“I sought further comment from Go Via to your email below. Go Via advises:

“I confirm:

- a) A new account was set up for [Mrs AI] on 7 August 2015. It appears the account was suspended on 17 August 2015 and again on 28 September 2015. It appears the automatic top up was dishonoured between 12 August and 14 August 2015. Customer made a manual payment of \$100 on 19 August 2015 – this was the last payment received.

- b) It appears no further payments other than the payments made on the account have been made towards **go via**'s outstanding balances. These have then followed the normal escalation process (PIN/SPER).
- c) The last known travel we have for the vehicle [8\*\*\*Y] (QLD) was 3 October 2015. No further travel has been made in this vehicle."

Your comments are sought on the above."

**19** On 17 December 2016 the TCO received the following response from Mrs AI:

"The car had an accident in August and it has been written off and not been on the road since then. The account was set up on the 7th of August. Prior to that Go via refused to set up my account by phone. Please refer to my previous emails in regards to the contact persons I spoke to them in the contact centre. With them refusing to open the account and giving me incorrect balance to pay prior to 7th of August they have sent a balance of \$4000 TO SPER to be collected for them. My question to you is that if they refused to open the account for me why am I paying extra charges for their fault. They gave me the wrong balance to pay when I called in and they also advised me their invoice department is separate to their account balance department. The fault has been on their part. Why am I being penalised prior to 7th of August 2015 ?????"

**20** On 18 December 2016 Mrs AI further said:

"Further to this I would like to know why the ombudsman took over a year to make any decision?"

2) I didn't avoid making payments I took steps to try to open an account with go via and was refused 3 times prior to 7th of August. When you stepped in they opened the account for me. Whenever I called the contact centre prior to 7th of August to get an account balance they gave me incorrect balances and sent me invoices with penalties after each and every call. If they refused to open an account for me after various failed attempts why am I being penalised for anything prior to August? It is their staff error. It took a complaint to you for them to open an account for me? It should not be this case. The balance prior to 7th of August should not have any penalties.

3) The car was written off in an accident last year around August/September and I have not been using the go via account or the car it was linked to."

## Discussion

- 21** The objective of the TCO is to resolve complaints, which fall within its jurisdiction, between toll road operators, which fund the TCO, and their customers efficiently, fairly and without charge to the customer. In attaining this objective the focus is to look at the issues that are relevant to the resolution of the complaint between the toll road operator and its customer. The TCO decisions are binding on toll road operators but not on customers, who retain all their legal rights.
- 22** This is done in the context of the circumstances of the complaint, any terms of the use of toll roads and legal requirements. Relevant terms are contained in the Customer Service Agreement, on a toll road operator's website or in other material that is available to customers, whilst the applicable legislation can be accessed through Government websites.

- 23** The TCO is not a judicial body and does not have punitive powers. The TCO, when making a decision, does so on the basis of what it considers fair in the circumstances, taking into account the effect of a decision on each party and any public interest. It must act within the limits of its jurisdiction in doing this.
- 24** The TCO only has jurisdiction over the conduct of toll road operators and cannot determine matters in relation to allegations against other outside bodies, such as Government agencies like SPER. Decisions are binding on toll operators but not customers, who retain all their legal rights.
- 25** I am satisfied that the parties have had the opportunity to resolve this matter and it would not benefit from further mediation.
- 26** This is a matter that came to the TCO on 29 July 2015 after Mrs AI had incurred go via administration fees following non-payment of tolls. She had also incurred SPER costs because of the non-payment of toll infringement notices which led them being referred to the Tolling Offence Unit and subsequently SPER.
- 27** These costs had been incurred as a consequence of her not having an arrangement in place for the payment of tolls. Mrs AI was advised, when she lodged her complaint, that the TCO did not have jurisdiction over the SPER fines as it was outside of its jurisdiction. However, the complaint was referred to go via for consideration of the issues.
- 28** Mrs AI had also requested the TCO facilitate the opening of an account in her name. Following the lodgement of the complaint and its referral to go via, a new account was set up for Mrs AI on 7 August 2015.
- 29** It appears, however, that the account was suspended on 17 August 2015 and again on 28 September 2015. According to go via, her automatic top-up account was dishonoured between 12 August 2015 and 14 August 2015. Mrs AI made a manual payment of \$100 on 19 August 2015 which was the last payment received by go via in respect to her outstanding tolls and fees for travel.
- 30** According to the information provided by Mrs AI, her vehicle [8\*\*\*Y] (QLD) was written off in August /September 2015. Go via has no record of travel of this vehicle on its toll roads since October 2015. I am not certain whether Mrs AI has opened an account for travel in any other vehicle since the write-off of this vehicle.
- 31** I am satisfied that Mrs AI, whether because of the pressure of financial or family commitments, as a single mother may have had a limited understanding of the operation of the tolling account system and in particular the opening of an account prior to February 2015. She does mention that she has a dialect issue. I note that in February 2015, following a concession of \$250 made to her by go via, Mrs AI paid off the balance of her account, which indicated a willingness to meet the tolls at that time.

- 32** Mrs AI, however, subsequently incurred tolls for travel on the toll roads and did not make payments. She then incurred the go via administration fees and SPER costs referred to above. She has stated that she sought assistance to open an account and received information about varying balances and could not open an account. I note that she did not have internet access at her home. This she said led to her not paying tolls and accruing fees of in excess of \$750 before approaching the TCO on 28 July 2015. This has not been conceded by go via.
- 33** I am satisfied that Mrs AI was responsible for the payment in respect of all toll invoices and administration fees incurred prior to 7 August 2013 which were referred to SPER for collection. Mrs AI had received the benefit of a concession by go via and had an explanation in respect to the payment system given to her. I am satisfied that in February 2015 she understood that she could open an account and knew how to do so.
- 34** This would have been an ideal time for her to open an account as she had discharged the amounts owing to go via with the benefit of the concession it provided. Her argument that she could not open an account because there were different amounts owing does not stand scrutiny in these circumstances.
- 35** After lodging a complaint with the TCO, arrangements were then made for the opening of an account in August 2015 by go via. It was the TCO's understanding that this complaint had been resolved with the opening of an account in August 2015 and an arrangement being made for the payment of outstanding monies, despite Mrs AI's dissatisfaction with the account. There had been no contact with go via or from Mrs AI for over 12 months subsequent to this.
- 36** However, this account was suspended almost immediately because of insufficient funds in her bank or credit account to meet the account requirements. A payment of \$100 was made on 19 August 2015 which I presume covered the tolls incurred following the suspension of the account. Her account was then subsequently cancelled before her vehicle was then written off following an accident.
- 37** I note that go via, in that period, escalated the toll invoices to Penalty Infringement Notices without advising the TCO of this action after the lodgement of the complaint. The TCO was accordingly not put on notice to further advise Mrs AI to avoid additional fees and costs and prevent any misunderstanding. This may have operated to the disadvantage of Mrs AI.

## **Determination**

- 38** I find it is fair in the circumstances that Mrs AI's situation should be returned to the status quo as at 7 August 2015 when her account was opened after making her complaint to the TCO. This means Mrs AI remains responsible for all go via tolls or administration fees and amounts owing to SPER prior to 7 August 2015 but not for subsequent amounts after that date apart from unpaid tolls.

- 39** Accordingly, go via should contact SPER and advise that it is fair that go via withdraw the toll infringements escalated **after 7 August 2015** and request that the Penalty Infringement Notices issued in respect of same not be pursued. I understand that go via cannot direct SPER to undertake this course but the request should be made. I believe that it would be reasonable for SPER to accede to the request.
- 40** Mrs AI should be given the opportunity to repay any go via tolls and fees incurred prior to 7 August 2015 that have not been referred to SPER for collection (if any). Mrs AI remains responsible for any other outstanding monies owing to SPER and should maintain any payment arrangement with SPER in relation to amounts owing.
- 41** I reaffirm that my decision is not binding on Mrs AI and that she can seek relief in any other forum.

**Michael Arnold**  
**Tolling Customer Ombudsman**

**Dated: 11 January 2017**