

DECISION

Summary and outcome

1. The complainant did not receive eTags for multiple vehicles after opening a Go Via account. Despite this, over the course of several years, he was charged Video Matching Fees to his account. He sought the refund of all Video Matching Fees incurred over the life of his Go Via / Linkt QLD account.
2. Linkt has provided replacement eTags and waived all Video Matching Fees going back to 1 January 2017 on the basis that they hold no records of the complainant raising the issue earlier.
3. The offer made by Linkt is appropriate in the circumstances.

Background

4. The complainant, Mr JC, first made a complaint to the TCO Tolling Customer Ombudsman (TCO) on 15 May 2019.
5. Mr JC stated that he was charged by Linkt QLD for Video Matching Fees over the course of several years, despite never receiving any eTags. Mr JC has tried to resolve this situation with Linkt QLD on multiple occasions but with no success.
6. Video Matching Fees are incurred on an account when an eTag is not detected at a toll point. If the toll points can't detect a tag in a vehicle, or the tag is not valid at the time of travel, the toll operator will take a photograph of the licence plate number to check if the vehicle is registered to an account.
7. For Linkt, each Video Matching Fee is currently a \$0.49 fee that's charged every time a vehicle, registered to an account or pass, travels through a toll point without a valid tag. Mr JC has multiple vehicles registered on his account.
8. Mr JC seeks all video matching fees to be refunded on the basis that he has never had any eTags go through a toll point and register a toll. The amount of all the video matching fees is \$1,520.29.
9. Mr JC's complaint to the TCO was referred to Linkt QLD on the same day it was received, but Linkt QLD provided a response only on 17 June 2019.

10. Linkt QLD apologised for the delay and acknowledged that Mr JC had raised concerns regarding the Video Matching Fees charged to his Linkt account. It submitted that to try to resolve the situation, it had:
 - a. Issued statements to him each quarter detailing all fees and charges
 - b. Expected all customers to notify them within 90 days of any discrepancies in charges
 - c. Had previously been notified of discrepancies by Mr JC on 10 September 2018 and offered to credit back all additional fees charged since 1 January 2018
 - d. Applied a credit of \$348.39 to his Linkt account – equivalent to all Video Matching Fees charged to the account since the beginning of 2017
 - e. Removed the nine eTags listed on Mr JC's Linkt account and waived the Non-return Tag Fee of \$15 per tag
 - f. Offered to issue new eTags to a postal address to be provided by Mr JC.
11. On 21 June 2019, Mr JC advised that he was not satisfied and had received poor customer service from Linkt when trying to resolve the situation. He reiterated that he was seeking all Video Matching Fees on the account refunded.
12. On 4 July 2019, Linkt responded stating that as Mr JC had waited until 10 September 2018 to contact them, refunding all Video Matching Fees since 1 January 2017 was an appropriate remedy and new eTags had been sent to Mr JC's address on record to try to avoid any further video matching fees being incurred.
13. In response, Mr JC advised that the situation had been complicated by the transition from Go Via to Linkt. He explained that he had contacted Go Via on 3 occasions about the Video Matching Fee issues as they were responsible for the majority of the fees. The first occasion was within 2 months of the account being opened when he advised that he had not received any of the eTags but was advised to wait.
14. He followed up 8 weeks later but was advised that he had received them and would need to pay to have the tags replaced. On the third attempt he was also unsuccessful, with Mr JC stating that the last two conversations with Go Via became heated exchanges.

Current position of the parties

15. Linkt maintains that it has no records of Mr JC contacting Linkt prior to September 2018 and that the fee waiver to January 2017 and replacement tags appropriately addressed Mr JC's concerns.
16. Mr JC remains dissatisfied on the basis that he should not be charged for any incorrectly charged Video Matching Fees over the entire life of his account.

Discussion

17. On 16 May 2018, Go Via became Linkt. This was a change in branding, rather than a change of company. Contact, payment and account details all remained the same during this change.
18. When making a decision, I am required to examine all the available information and to reach an outcome which is fair to both parties and is based on the 'balance of probabilities'. This means that where the parties do not agree on an issue, I need to decide whether it is more likely than not that a particular event did, or did not, happen.
19. Mr JC says that he contacted Go Via on at least three occasions prior to 16 May 2018, but he has no record of the telephone calls. Linkt also states that it has no records of contacts by Mr JC prior to 10 September 2018. In the absence of records, both parties are making submissions about events which occurred over a year ago.
20. It is not disputed that Mr JC had opened a Go Via account (on 7 September 2013) and did not receive the eTags that he was expecting. It is likely that he contacted Go Via about the missing tags a reasonable time after the opening of his account.
21. It is also reasonable that Go Via told him to wait to receive them, but not if the initial call was two months after the account being opened. This is more than enough time for the tags to have been delivered.
22. It does not seem likely then that Mr JC would be told to simply keep waiting for the tags. Either the first call came very close after the account being opened, at which point the advice to wait may have been appropriate, or Mr JC has not correctly recalled what he was told two months after the account opening.
23. Mr JC states he had called 8 weeks after the first call to follow up the missing tags again. On his submissions, the second call would be a full 4 months after the account was opened (approximately January 2014). For someone concerned about Video Matching Fees and not being provided with the service that he had expected, this would likely have been very frustrating and have led to the heated exchanges in the second and third calls that Mr JC reported.
24. I accept that there were contacts between Mr JC and Go Via / Linkt, but the timeframes submitted by Mr JC do not appear to be reflective of a likely response to the situation. It may be that one or more of the recent contacts have been since 10 September 2018 as recorded in the Linkt system. However, there is no account for the substantial gap between the reported and the recorded telephone contacts.
25. However, there is a more fundamental issue to be considered. How were the Video Matching Fees incurred?

26. As noted above, Video Matching Fees are incurred on an account when a toll point can't detect a tag in a vehicle. The toll operator then takes a photograph of the licence plate number to check if the vehicle is registered to an account.
27. This means that the vehicle must have travelled through the toll point to be photographed.
28. Mr JC is not disputing any underlying tolls charged to his account – just the Video Matching Fees. Mr JC has also been aware at all times that he has not had valid eTags as he has not received them until recently.
29. Despite this, the vehicles on his account continued to use the toll roads without valid tags. He knew, or should reasonably have known, of the Video Matching Fees before using the toll roads and so contributed to the current situation.

Determination

30. I am satisfied that Go Via did not provide an adequate service to Mr JC and that some of the Video Matching Fees should be refunded as a result. However, I am not satisfied that a refund of all of the fees is fair or appropriate given that Mr JC:
 - a. knew his registered vehicles were travelling without valid eTags;
 - b. says he waited over four months to follow up the fact that he had not received the eTags with Go Via; and
 - c. waited a further period of several months to follow up with Linkt.
31. In the circumstances, I am satisfied that the offer made by Linkt on 17 June 2019 and summarised at paragraph 10 above is appropriate with respect to the issue of the Video Matching Fees.
32. I note that the refund to Mr JC's account back to 2017 takes into account an appropriate level of compensation for the poor customer service he experienced.
33. I remind the parties that under the TCO Tolling Customer Ombudsman process, my decision is not binding on Mr JC and that he can seek relief in any other forum.

Nicolas Crowhurst
Interim TCO Tolling Customer Ombudsman

Dated: 30 July 2019