

DECISION

Summary and outcome

1. The complainant, Dr S, lived in Melbourne until June 2015, when he moved to Sydney. His car was registered with Transurban in Melbourne, who at some point during this time became Linkt. When Dr S moved to Sydney during June 2015 his car registration changed to a NSW number, BXC 54R in March 2016. Dr S then joined Sydney Linkt and he assumed that Melbourne Linkt would transfer his toll notices to Sydney Linkt.
2. Dr S thought that Linkt was one company, whether in Sydney or Melbourne. As a result, during the company change from Transurban to Linkt in 2015/2016 his details were not transferred to Linkt. Dr S suggested that he was not aware that the details had not been transferred.
3. Dr S joined Sydney Linkt in March 2016, with his car BXC 54R. The same car had been registered with Melbourne Linkt/Transurban prior to March 2016 with his Victoria registration ACO822. Dr S suggests his honest belief was that Linkt was the same company and his details and notices would automatically be transferred from Melbourne to Sydney. Instead Linkt opened two accounts for Dr S, of which he was not aware.
4. Linkt had opened two accounts for his car BXC 54R in March 2016 – one in Sydney and one in Melbourne. Dr S was living in Sydney, his car was registered in Sydney and he had not been travelling in Melbourne since June 2015.
5. Linkt then started sending Dr S lists of unpaid tolls from a Melbourne account as well as a Sydney account. Dr S found this very confusing as he thought that as Linkt was one company they would know he lived and travelled in Sydney and not in Melbourne. He suggested that he did not understand these toll notices from Melbourne so he did not pay them. His view was that he actually thought this was a mistake.
6. The evidence supports that there were two accounts for Dr S, in Melbourne and Sydney, for a period of time and that Dr S was apparently unaware about the two accounts for that period of time.

Background

7. The complainant, Dr S, first made a complaint to the Tolling Customer Ombudsman (TCO) on 27 May 2020. After the initial complaint there was a considerable amount of correspondence from the parties.

8. Linkt provided a substantive response on 28 May 2020 stating that:

"I understand [Dr S] is disputing Toll Notices issued for travel with the vehicle BXC54R as he believes Linkt didn't transfer his details correctly.

I've investigated and confirm the following:

- [Dr S's] Linkt Melbourne account 1594962630 was opened on 30 October 2014.
- The vehicle ACO822 (VIC) was added to this account on 30 October 2014 and removed on 7 March 2016
- The vehicle BXC54R (NSW) was added to this account on 7 March 2016 and removed on 31 October 2019
- [Dr S's] Linkt Sydney account 3650655860 was opened on 7 March 2016 – the vehicle BXC54R (NSW) was also added to the account at this time
- [Dr S] contacted the Linkt Customer Resolutions team on 27 November 2019 and advised he wasn't aware the Linkt Melbourne account had remained operational. At this time, we waived the remaining balance of \$12.05 as a goodwill gesture and closed the account.

Toll Notices are issued separate to an account when there is no valid tolling arrangement in place. [Dr S's] vehicle BXC54R (NSW) wasn't linked to either his Linkt Melbourne or Linkt Sydney account until 7 March 2016 so he was issued Toll Notices for travel prior to this. I acknowledge [Dr S] believes some of his details were not retained when CityLink and Roam became Linkt. Please note these were rebrands only (which occurred in 2018 and 2019) and all of the systems and customer information remained the same.

In total there are 26 Toll Notices outstanding for travel with the vehicle BXC54R between 30 November 2015 and 28 February 2016. These Toll Notices total \$689.01 including administration fees. Usually Linkt will only offer a reduction of the administration fee of \$20.00 per notice to a transfer fee \$2.20 per notice if the trips are within two years, however in this case as a goodwill gesture we have offered this to [Dr S]. This reduces the total outstanding from \$689.01 to \$226.21. Linkt believe this is a fair and reasonable offer based on the circumstances."

9. In response to the Linkt email dated 28 May 2020, Dr S sent another email on the same day. Dr S in that email of 28 May 2020 stated that:

"I again would like to reiterate I do not wish to pay Linkt any administrative costs as I was always registered with them and never made any attempt to evade tolls.

- [Dr S's] Linkt Melbourne account 1594962630 was opened on 30 October 2014.
- The vehicle ACO822 (VIC) was added to this account on 30 October 2014 and removed on 7 March 2016
 - The vehicle BXC54R (NSW) was added to this account on 7 March 2016 and removed on 31 October 2019
 - [Dr S's] Linkt Sydney account 3650655860 was opened on 7 March 2016 – the vehicle BXC54R (NSW) was also added to the account at this time

1. ACO822 and BXC54R are the same vehicle

2. ACO822 was registered in the state of Victoria. When I moved to Sydney I registered the same vehicle in NSW as required by law and the registration changed to BXC54R. It is the same vehicle.

3. When I opened the Sydney account I thought Linkt would remove the Melbourne account and transfer all my tolls to the Sydney account- they did not. I think it is fair and reasonable for me to expect this. I had no reason to have a Melbourne account when the car and I lived in Sydney.

4. My car ACO822 was added to my Linkt account in Melbourne on 30 October 2014 and removed on 7 March 2016. The same car, now BXC54R (as required by law) was added to my Sydney account on 7 March 2016.

5. The above dates are all direct quotes from the information Linkt has provided in its statement.

6. My vehicle has therefore been registered continuously with Linkt from 30 October 2014 to today. There have been no gaps. Therefore there was always a valid tolling arrangement.

7. Therefore I do not see why I should pay administrative costs when my car was continuously registered with Linkt.

Linkt have not explained why they added my car to the Melbourne account when it changed to BXC54R AND not closed my Melbourne account.

The trumped up charges to \$689 should never have happened therefore the 'reduction' to the new figure of \$226.21 (this is the first time they have stated this figure to me) is still an increase from \$169 the original price.

I feel given the stress and harassment I have received from Linkt and associated debt collectors due to their own confused practice, I will not reward their behaviour by paying administrative costs.

I am happy to pay the original costs of \$169." [sic]

10. Linkt responded to the complaint generally and Dr S's further observations and contentions set out in the email dated 28 May 2020 by stating in an email on 2 June 2020 that:

"I understand [Dr S] has raised further questions as he believes his vehicle was registered correctly to a Linkt account during the travel periods. If a Tag is not detected as travelling in a vehicle then in order for trips to charge to an account, the number plate needs to be registered to the account at the time of travel. Although the vehicle may have been the same, the number plate was not updated with Linkt, meaning the trips made by BXC54R were unable to charge to the account and subsequent Toll Notices were issued."

11. Dr S also raised further points regarding the transfer of his toll trips and details from his Linkt Melbourne account to his Linkt Sydney account. Linkt responded that Linkt Melbourne and Linkt Sydney are separate tolling options (with different agreements with each State government) and Linkt cannot transfer trips from one account to another. Linkt further stated that this did not have any impact on Toll Notices being issued as this was due to the number plate not being listed on the account at the time of travel.
12. Dr S has also queried why Linkt added the vehicle BXC54R (NSW) to his Linkt Melbourne account and did not close the account. Link advised that the vehicle BXC54R was added to Dr S's Linkt Melbourne account via the Linkt website, not by a Linkt agent. Further, an account closure request needs to be received in order to

close an account and as Dr S did not request this at the time the account remained open.

13. Dr S sent a further follow up email on 2 June 2020 in respect to Linkt's offer of settlement as set out in Linkt's email of 28 May 2020:

"The original toll charges of \$169.01 that I am prepared to pay were immediately inflated to \$689.01 which is astronomical. I reject your assessment that this was 'reduced' to \$226.21 and this is fair. This is an artificial inflation and as part of their strategy to make money out of me Linkt are 'reducing' this outrageous amount to a lesser but still excessive amount. This is making them seem fair.

Linkt should have clearly stated to me that Melbourne and Sydney were separate companies and given me clear directions as to how to navigate my move from Melbourne to Sydney. They did not. Instead they have confused me, lied charged excessive administrative fees and unreasonably inflated costs."

14. Dr S sent another email dated 12 June 2020 seeking further clarification from Linkt.

15. Dr S wanted Linkt to explain clearly and in detail why BXC54R, registered in NSW, was added to a Melbourne account. This was particularly as he thought the Melbourne account was closed. Dr S wanted Linkt to provide evidence that Linkt made it clear to Dr S that Linkt Melbourne and Linkt Sydney were different companies. Dr S also requested evidence that Linkt informed him how to close his Melbourne account, and that he needed to close his Melbourne account when he opened the Sydney account. Dr S suggested in conclusion, his position in paying the original tolls of \$169.01 stands.

16. Linkt provided a further response to Dr S's email dated 12 June 2020 on the same day stating that:

"I can appreciate [Dr S] is frustrated with this matter however I confirm Linkt has been entirely transparent in this matter. Our systems do allow us to view if someone has added a number plate via our website/app and this has occurred in this case.

Linkt Melbourne and Linkt Sydney have separate tolling accounts as we have different agreements with each State Government however it is the same company (Linkt). [Dr S] can use either a Linkt Melbourne or Linkt Sydney account to pay for travel on any Australian Toll Road.

I can appreciate [Dr S] is frustrated he had two tolling accounts however this matter was resolved with the Melbourne account being closed. The separate accounts had no impact on the Toll Notices. These were issued as [Dr S] didn't update his number plate details with Linkt. Without this information we are unable to charge an account and Toll Notices are issued.

Linkt believe we have addressed all of [Dr S's] concerns and that the offer provided is fair and reasonable."

Current position of the parties

17. Dr S stated his position of offering to pay the original tolls of \$169.01 stands. That is, Dr S refuses to pay any administrative charges on the tolls and will not settle the

matter if any administrative charge is proposed by Linkt as part of a settlement sum. Dr S considers that the Linkt offer of \$226.21 is excessive.

18. Linkt states that whilst they understand Dr S is frustrated that he had two tolling accounts, this matter was resolved with the Melbourne account being closed and Linkt waived any residual charges in that account when it was closed. The separate accounts had no impact on the Toll Notices. These were issued as Dr S did not update his number plate details with Linkt. Without this information Linkt were unable to charge an account and therefore Toll Notices are issued. Linkt have made a settlement offer of \$226.21 where the administrative charges have been reduced from the original amount of \$689.01.
19. Linkt considers that an offer of \$226.21 including administrative charges is a fair and reasonable offer.

Discussion

20. 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.
21. From examining all the information and based on a review of what is fair in the circumstances, I am satisfied that the following is what most likely occurred.
22. There were essentially two issues in dispute between the parties. The two issues, whilst somewhat inter-related, are the reasons why there has been some difficulty in resolving this matter.
23. The first issue related to Dr S having two Linkt accounts. It would seem that the Linkt Sydney account does appear to have been set up online via the Linkt website. Linkt informed Dr S that his Linkt Melbourne account 1594962630 would stop charging on 31 October 2019. As the Tag was not removed, the account continued to charge a total of \$12.05 in trips. As a goodwill gesture, Linkt credited this amount back to the account to bring the account balance to \$0 and closed the Linkt Melbourne account.
24. The second issue was in relation to Toll Notices for vehicle BXC54R. These Toll Notices were issued as Dr S's vehicle BXC54R was only added to both Dr S's Linkt Sydney and Linkt Melbourne accounts on 7 March 2016. The travel on the Toll Notices was for prior to this date when there was no valid tolling arrangement in place for BXC54R. That is, Dr S did not update his number plate details with Linkt before 7 March 2016. It would seem that Dr S's failure to contact Linkt about this update was inadvertent rather than deliberate and based on a misunderstanding.
25. Linkt had originally offered a reduction on the total amount from \$689.01 to \$244. This was a reduction on the administrative charges. Linkt understood that Dr S was not satisfied with this reduction of administration fees so in order to

reach a resolution Linkt offered a further reduction and hence the current settlement offer of \$226.21. This is a reduction of \$462.80.

26. I am satisfied that the proposed reduction from \$689.01 to \$226.21 by Linkt represents a variation on Linkt's usual approach in respect to such a reduction. That is, usually Linkt will only offer a reduction of the administration fee of \$20 per notice to a transfer fee \$2.20 per notice if the trips are within two years. However, in this case as a goodwill gesture Linkt have offered this to Dr S.

Determination

27. I am satisfied that, in the circumstances, Dr S has not established grounds for his complaint against Linkt. Dr S is not disputing the charges that have been validly incurred for the 26 trips he has taken; merely disputing any charges over and above those which he should have to pay for using the toll roads.
28. On the basis of the analysis above, I am satisfied that the settlement offer of \$226.21 proposed by Linkt is fair and reasonable in the circumstances. This is particularly the case given it has substantially reduced the amount of the administrative charges and indeed in doing this has departed from its usual position to reduce the settlement offer amount further. I am not satisfied that Dr S's view that the proposed settlement amount of Linkt is excessive has been established in the present circumstances.
29. I remind the parties that under the TCO process, my decision is not binding on Dr S and that he can seek relief in any other forum.
30. In making this Determination, I note that the manner in which Linkt's resolution team has engaged with Dr S in respect to the two issues in dispute and this complaint more broadly, has been clear, transparent and conciliatory. This is evidenced by their approach to the closing of the Melbourne account.
31. When responding to consumers, complaints management staff have a responsibility to properly investigate the matters being raised and provide clear responses, supported by relevant evidence. In my view the Linkt resolution team has reasonably discharged this responsibility in the present circumstances.
32. I note that Dr S has acted in good faith in relation to this matter and acknowledge he was unaware that his Melbourne account remained open when he moved to Sydney. He has been clear, thorough and constant in his communications with the TCO and Linkt during this process.

Phillip Davies
Tolling Customer Ombudsman

Dated: 6 August 2020