

[Complainant's Address]

[Date]

Customer Service Manager
BT Customer Correspondence Centre
Providence Row
Durham
DH98 1BT

Dear Complaints Department

Complaint:	[Complaint number supplied by BT]
Account	[Complainant's Account Number]

Please respond in writing. I do not want further phone calls in relation to this complaint.

I am writing this letter to you in order to complain about a number of things. But please allow me to summarise, to whet your appetite:

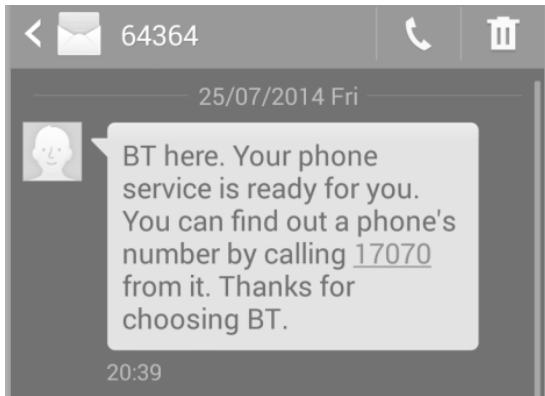
- Failure to comply with **Consumer Contracts¹ (Information, Cancellation & Additional Charges) Regulations 2013**, which came into force on 13 June 2014.
- Complaint handlers spouting downright lies concerning letters apparently sent by BT.
- Failure to satisfy a formal DSAR correctly.
- The mysterious change of email address causing important 'new contract' documentation to go missing (despite all bills still arriving on the usual billing email address!)

I contacted BT via phone on 15 July 2014. I chose this method of contact because my husband had advised me that we needed to obtain a 'Simultaneous Provide' code, which we could use to tie up the move of our BT home phone line and third party (Zen) ADSL service. The code was provided, and we were advised that the home phone service would be moved to our new address on 25th July, as per our request. The 'Simultaneous Provide' code was valid, and Zen were able to use it to order the move of the broadband facility successfully.

Everything is just rosy at this point. We just thought our exact home service was being ported to the new address. We were not informed of any contract changes – nor did we expect to be – or realise that we should have been.

On the day of the move, the last thing we really thought about was the phone service – though during the evening I received the following text message:

¹ Hereafter referred to in this document as *Consumer Contracts 2013*.



This was the first time we'd heard from BT since the house move call on 15th July.

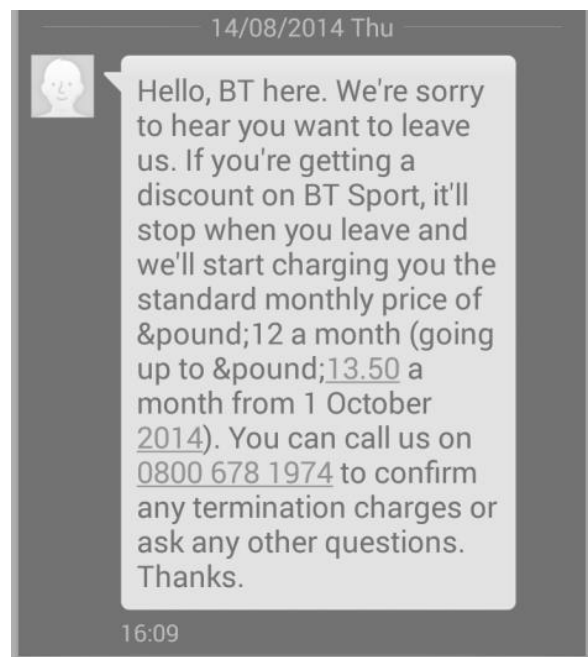
A few days then passed before I did anything else. But we did get in touch with Zen, as we wanted to move the home phone service to them, at that time for no other reason than the fact that we preferred their truly unlimited calls package, with no maximum free call time, and no connection charge. We had no communications telling us

that we would be roped into another 12-month contract with BT. If we had, then we might have felt differently about all of this. So on 13th August, my husband instructed Zen to take over line provisioning for our service.

On 14 August we received the following text. As we were under no minimum contract obligation then there was absolutely no reason for us to call and confirm termination charges. We had no other questions – Zen told us that this would all be seamless. Technically it was – the attempted stitch up comes later.

On 28 August, the telephone service was switched across to Zen. There were no technical hitches, everything went smoothly. We were perfectly happy.

On 9 September, a BT letter dropped onto the doormat. My husband commented that hopefully the bill would be negligible, and that actually you probably owed us a small amount.



Can you imagine our surprise when instead we are confronted with a bill for £86.89? At the time, we were annoyed, but we did not think that a household name like BT would intentionally try to screw unreasonable monies out of its customers. We imagined it must be a simple mistake.

The bill stated "Your contract for your calling plan still has time left, so you'll find charges for this on this bill. For more information on contract commitments, visit www.bt.com/contract". The bill shows the small amount that you owed us - £9.30. Along with the cancellation charges of £95.12, and a few extra charges for a call to a mobile. The reference to contract commitments is interesting – but sadly too little too late.

So we move into complaint territory. Much of what I now state is only possible because of the DSAR that I have raised, for £10.00 – which sadly has not yet been fulfilled correctly.

On the interactions for this account you will see an inbound call at 11.43am on 9th September. It's on this call where we begin to be systematically bullied into thinking this is all our fault. At 03:38 minutes into this call, I was 'asked':

“weren't you advised on a letter that was been sent out to you or on any email correspondence regarding this because we always send you an email, or a letter or...Even when you place an order to move to a different provider we also send you a letter letting you know that this would be your cancellation charge.”

Shortly after this statement I asked if a copy of the contract could be re-sent. The response was that yes it could, and I therefore gave my email address as xxxxxyyyyyy73@hotmail.com. Things get interesting here, as the agent then spells my email back to me, but ends it in .co.uk. Initially, I said yes, that is my email address, but within a couple of seconds I realised that no – mine is .com. I confirmed that it was .com, and a few moments later, an email arrives – which is the response to my request for “a copy of the contract”.

In fact, the email which arrived was a copy of an email which had obviously originally been sent to xxxxxyyyyyy73@hotmail.co.uk – which does not exist – and which results in an undeliverable response should you try to send to it. The copy email itself was not a copy of the contract. It was a copy of an email which informs us that the BT Phone Line service has already stopped – and that we will need to pay about £95 in cancellation charges.

On the Interactions Log received as part of the DSAR, there are two emails sent – apparently during the phone call commenced at 11.43am. The detail is scant – but I assume the first one is an attempt to send to the .co.uk address, whilst the second is the copy being sent through to the .com address. Also, in the comments and outcome column for this call, it is clear that “Primary Email ID has been changed to xxxxxyyyyyy73@hotmail.com”. I would like to understand when it was changed to something *other* than that – and for what reason.

At 19:38 minutes into the call, the following conversation occurred:

“OK...would you be able to come back to BT now?”
“Sorry?”
“Would you be OK to come back to BT now?”
“What do you mean?”
“If you come back to BT, I'll see if there is something we can do about the charges for you.”

This is purely financially driven behaviour. Rather than try to sort out the issue, you resort to tactics of getting a customer who is clearly distressed, back into your contract, to make even more money out of them.

This call eventually continued with me giving the phone to my husband, who made it absolutely clear that he was disgusted with your behaviour, and that coming back to BT would never ever happen. The agent said she was only trying to help – and from my experience of her – I do believe that. She agreed with my husband that a higher-level of complaints officer would call back the next day. They agreed that around midday would be OK.

There was no subsequent call 'around midday'. In fact, after both being quite agitated waiting for the said call, by 4.21pm, I decided to call in and see what was going on. I was connected to Yunus. He was really nice, and has obviously not been indoctrinated properly yet, as he completely agreed with us about the fact that moving house should not necessitate a new contract.

From the DSAR data that was sent to me, the transcript of the call with Yunus confirms my cancellation dispute so far, and also re-states the 'wrong email' issue. Yunus finally confirmed that the complaint was already assigned to a complaints manager.

This, BT, is where your finest people obviously come into play. I originally imagined this 'hard soul' to be Indian, but having experienced his complete robotic attitude and lack of any compassion whatsoever, I think I was actually talking to a Vulcan with an Indian accent. Even when asked for his name, he used the phonetic alphabet, rather than giving his communicant a chance to hear the name in full!

The following are my husband's notes on the conversation with "A is for Alpha, N is for...November" – Anurag *****. We still await the full voice recording, as for some convenient reason the voice recording of the original home move conversation, and the final conversation with "A is for Alpha Anurag" were both missing from the DSAR response. I have taken this up separately with the DSAR department, copying the Information Commissioners Office.

- My wife took the call initially, at around 5.30pm. After some initial discussions, she asked if the call could continue with me.
- After some initial discussions, when I was told that BT's final decision (and probably first and only as well) was that the cancellation charges were to remain on the account, I asked for the complaint handler's name.
- He carefully (though I felt patronisingly) dictated his name to me using the phonetic alphabet only - it was not a follow up to an initial disclosure of his name - just straight into phonetics. I said that he could have just said "Anurag *****", and I would have understood.
- Repeatedly Anurag said "This is BT's final decision. You will not be successful in complaining."
- I asked who made the final decision. Anurag said that it was him.
- I stated that I believed that the final decision had been made before he even called us back.
- I asked Anurag what would have been successful in overturning the decision to apply the final charge. He said that he would have needed to see proof on the system "That I had not been informed of the extended contract". I asked him what he based his reckoning on the fact that "I had been informed of the extended contract" on. He told me that he has an indicator on his workstation 'dashboard', which says that BT sent a letter.
 - *Having now seen the content of the DSAR response, it is absolutely clear that no such letter was ever set. The explanation of a new contract should have immediately followed the initial home move call, where the complaint handlers claim that we accepted the new contract. I refer you to FAQ G, in Consumer Contracts 2013, where durable mediums which could have notified us as to the new contract are listed as:*
 - *A letter (the DSAR shows that no such letter was sent directly following the call where it is alleged that a new contract was agreed.)*
 - *A CD/DVD – not applicable.*

- *An email – provided that relevant information be static – i.e. a link to a website is not suitable. In any case, no emails were sent until 25th July, and this was not a contract explanation – it was entitled “Your phone service is ready”. We only know this as a result of the DSAR response, as the original email was not received. Also, from my own tests, I know that sending an email to xxxxxyyyyy73@hotmail.co.uk results in an undeliverable response. BT should recognise them, as I think you would have received a handful during our house move.*
 - *A text message – however, courtesy again of the DSAR response, we can see that the only text message sent directly following the home move phone call appears to be an internal ‘L2C’ text message – which I believe is a “Lead to Cash” text? The next text message was sent on 25th July, and is included further up in this letter.*
- Anurag continued to claim that BT sent 'new contract' confirmation emails to my wife's Hotmail email address. However, rather than using the email address on the account (xxxxxyyyyy73@hotmail.com), to which they have been sending monthly bills for several years, they for some reason sent the confirmation email to a non-existent email (xxxxxyyyyy73@hotmail.co.uk).
 - *As proven in the last set of bullet points, no such email was ever sent. Other emails were sent to the wrong address – but not the durable contract information email.*
- At one point he told me that I should have informed BT that I had not received the letter which stated that I had entered a new contract. I told him that as we did not know that we had entered a new contract - nor did we know that we should be receiving a letter, then we did not know to call BT to alert them to that fact.
 - *Absolute nonsense from Anurag!*
- I confirmed with Anurag several times that this telephone conversation - and the original telephone conversation relating to our house move (we had to do it by phone, as we wanted a 'Simultaneous Provide' code to keep our third party ADSL) had been recorded. He told me that it had. I asked him if I could get a copy of it. He told me it would cost £10.00. I asked him whether this was actually a Subject Access Request. He told me that yes, it was.
 - *Yet conveniently the call with Anurag, and the original home move call on 15th July were not supplied.*
- Anurag told me that if I had gone directly to BT to cancel my service, rather than letting Zen initiate the transfer, then BT would have advised me of the cancellation charges. This seems to be completely against OFCOM's wishes of the new supplier handling the transfer.
 - *Actually, this is utter nonsense. Had BT been sending things to the correct email address, then in all likelihood, we would have received your email dated 13th August 2014 – entitled “Leaving BT – what you need to know” (now received, again, via the DSAR response), where the cancellation charges are clearly laid out. If we’d received that, we’d never have even realised about the new Consumer Contracts 2013 laws – and we would have just stayed with BT.*
- I asked Anurag whether he was calling me a liar. He said that no he was not. I asked him whether he believed that his indicator saying that BT had sent a letter meant that he truly believed that I had been informed of the new contract. He initially told me that yes, he did believe that. When I told him that equated to him calling me a liar, he then confessed that no, the 'letter sent' indicator on his 'dashboard' did not constitute me being 'informed' of the new contract.

- *Well I now know that the Consumer Contracts 2013 would not have protected me here, as seemingly the dispatch indicator is as good as 'provision of that medium' in most circumstances. Fortunately for me, and unfortunately for BT, there was no such indicator on Anurag's 'dashboard'. No contract was ever sent by any durable medium.*
- I asked Anurag whether he would therefore overturn the decision to not remove the charges. He told me that no matter how many times we discussed it, BT's final decision was that the cancellation charges still applied. At one point, he said "I wish I could change the way you think sir".
 - *Yes, I bet he does – it would make his job a lot easier.*
- I told him that I would complain further and take this to OFCOM. He bluntly told me that no matter how much I complained, I would not win.
- I told Anurag several times that I would not be paying this. I also told him that I do not expect any debt collection practices to be commenced until I have had a chance to fully look into this. He 'generously' gave me until the beginning of October.

In addition to all of the above, I also refer you to FAQ D of Consumer Contracts 2013 – section 8, which states:

8. Once the contract is concluded you must provide confirmation on a durable medium [see section G below - 'Providing Information'] within a reasonable time and not later than the delivery of the goods or commencement of services. (For digital content – see E. below)

The burden of proof that the required information has been given rests with the trader so it is in your interests to keep good records.

To summarise, despite all of the smoke and mirrors about emails and letters being sent, you have completely and utterly failed to meet your obligations as per Consumer Contracts 2013. It doesn't matter what was said or agreed on the original call. It doesn't matter what you sent out once the service was up and running. You have failed as per section 8 copied above, and the DSAR response proves that without doubt.

I transcribed the first long customer service call last night. I haven't quite finished it yet, but it is fascinating to read through at 'leisure'. At one point (08:17 minutes) the agent said the following:

"The reason being that we have the...this is the usual thing that happens...the reason being that we had agreed to take your line, and to get it connected to the new property for free of course it's because you have agreed...for...the contract. Or else there would have been a charge of £130. So that's what has happened on the account...and even if you look into your bills, you should be able to see that on the [inaudible] spaces you were getting a discount...that's because you were in a contract. Er...looks like that's where something went wrong for you. But...the letter was also sent out to you, letting you know to, um, if you are in a contract then this is the charge that will be applied for you if you don't terminate, that's if you don't terminate the order which you have placed at the previous provider. So, it's because all the information that is there on the account is a little complicated now."

Not exactly easy listening, is it? Though from further digging, it seems that to reactivate an existing line, a charge of £50 would apply – not £130. But again, none of this was mentioned on the home move call – which is where we should have been presented with options.

As mentioned before, Anurag generously gave me until the beginning of October to pay up the allegedly outstanding £86-odd. However, I have more than proven your failures on this. You have missed all opportunities to present me with information and options regarding this existing line activation. Whether your complaint handlers are misguided, plain stupid, or liars, you have caused me considerable inconvenience in getting to the bottom of this. I have spent several hours analysing scant information which you have sent regarding the DSAR, along with a couple of hours so far transcribing the WAV files of the calls that you have sent.

So I do not just expect this bill to be corrected, removing the cancellation charges. I also expect recompense for the considerable effort that I have incurred in exposing the issues and flaws within your home move process. You will be able to use this information to ensure that this never happens to another customer again – which is hopefully beneficial to you?

Therefore I would suggest a compensation sum of at least £*** as recompense for the time, stress and unnecessary duress caused by your various agents' lies and deceit – whether purposeful or accidental.

I would also like an explanation as to why Anurag your call handler gave the impression that he had listened to the July 15th call, and promised me that both that and the call with him would definitely be available via the DSAR route. I continue to pursue the DSAR inadequacies via a separate discourse with the DSAR team – though I would appreciate you also taking that into account as part of this overall complaint resolution.

Should you choose to still demand the contract cancellation charges, then I will hold you liable as a company for all legal fees that I incur as a result of any further action that I am forced to take. Though I hope that you will simply choose to admit this mistake, and settle this fairly and once and for all!

Yours faithfully

[Complainant]