

## DECISION

### Background

- 1 The complainant, Miss HS, first made a complaint to the Tolling Customer Ombudsman (TCO) on 17 April 2014, as follows:<sup>1</sup>

“I have been trying to resolve a matter with Citylink for over a year now. I am extremely unhappy with the way in which they have handled the matter. I would like to seek your advice and help after numerous attempts of trying to contact and resolve this issue. I have forwarded the very last email I have received from Citylink and I have attached my side as well as my calculations based on my bank statements for the period and the statements that they have apparently mailed to me (even though they have contradicted themselves on this issue many many times). Prior to seeking any legal advice I have felt that this is my next best avenue.

Attached is further information. Furthermore, I am happy to forward any emails CityLink has sent to me over the last 18 to 19 months or any further information you may require (bank statements, phone logs from my phone bill accounts, etc.).”

- 2 The TCO responded to Miss HS:

“I have received your email which included CityLink's response. Please check your bank statements as they should show the debits and credits for monies paid and refunded by your bank at the relevant times.”

- 3 To which Miss HS replied:

“Thank you for your response, I have gone through my bank statements for that entire period and the year after it. Halt to scan and send.”

- 4 On 8 May 2014 Miss HS emailed the TCO as follows:

“I haven't quite heard anything back from this service. I'm not sure if this issue has been dismissed and my situation disregarded. I do wish to have this matter sorted. Just following up.”

---

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

5 The TCO responded to Miss HS, enquiring whether she had checked and collated her bank statement information. Miss HS responded:

“Yes, I have. In my first email I attached links with all of the financial information as well as the mistreatment from Citylink.

I, also advised that I am happy to actually attach all of my statements from my bank accounts as well.

My attempts to resolve this matter directly with Citylink has been unsatisfactory, hence why I've approached yourselves. I have always been under the impression that this is the next path to take, I have just received yet another phone call from a collections agency despite being advised by Citylink that in the event that I am lodging my request with the ombudsman this would not occur. I am at my wits end, if you could kindly advise or assist me that would be very much appreciated.”

6 The TCO replied:

“Please check your first email to the Tolling Customer Ombudsman. You said. You were happy to provide the information but you did not provide links.

Please provide me with the information upon which you base your claim together with the analysis of same so I can deal effectively with your complaint.”

7 On 9 May 2014 Miss HS responded to the TCO as follows:

“Thanks Michael for the prompt response,

In my first email I had attached a word document and excel workbook describing all the relevant information and data on which I base my claim.

With regards to my bank statements, I am currently at work as soon as I get home I will scan every statement for the period with payments highlighted as well as the statements sent to me by Citylink. This will simply be supporting evidence of the excel workbook that I have attached to this e-mail as well.

I will also forward all correspondance that I have from myself to and from Citylink as well as all relevant collections groups or individuals.

Lastly, I have not yet sat down and looked at each of my phone bills with calls to Citylink, however I will do that tomorrow if it is necessary for purposes of my claim.

8 On 17 May 2014 Miss HS emailed the TCO in the following terms:

“I am not sure if you have received my E-mail from several days ago as I have not received confirmation or a response. I have decided to once more send the attachments of my bank statements, Citylink statements and supposed Citylink letters. As for the basis of my claim I have attached a word document to you explaining my claim three times now, please refer to it.

A brief revised summary of it is:

1. My bank statements clearly show (I have highlighted) all payments towards my Citylink Melbourne passes. These include Direct Debit auto payments as well as payments I verbally made over the phone just before opening my Everyday account as I was advised that is how much I owed. For the three Melbourne passes in question the total amount paid = \$ 92.11 (pass \*\*\*152) + \$ 88.14 (pass \*\*\*233) + \$ 254.09 (pass \*\*\*927 and subsequent payments) = \$ 434.34.

2. The Citylink statement states my total usage costs to be = \$ 202.31 (pass \*\*\*152) + 289.51 (pass \*\*\*233) + 150.51 (pass \*\*\*927) = \$ 642.33.

3. Therefore my payments less what I've used = \$ 207.99. That is all I owe Citylink and I acknowledge this amount.

4. I now agree that I disputed three payments. The reasons for which I disputed them was because they were inconsistent, incorrect and I was completely and utterly unaware of what they were. They were deducted from my bank account months and months and months after my Melbourne passes. This was totally unauthorised by me and nobody from Citylink could explain what they were everytime I called up. Nobody even once contacted me (mail, phone or email) to advise I had any outstanding amounts they just took the money out of my account. When asked about this they said they sent me letters, I asked for a replica of these letters as proof and what they sent me wasn't even addressed to me. They are addressed to their own head office for Transurban and never cascaded to me via any means of communication.

5. For the inconvenience, stress, harrassment, bullying and fear they have caused me I will take this matter further, however for the time being I wish to pay what I owe, simply to stop the phone calls and problems.

Can I please have confirmation via an response as soon as possible?"

**9** The TCO replied to Miss HS on 18 May 2014:

"I have your emails. I ask that you make it clear that the Bank did never reverse or refuse payments of CityLink tolls or charges at any time in the period in dispute. It may be necessary for you to authorise your bank to provide me information in this regard."

**10** On 19 May 2015 Miss HS responded:

"I am not a Mr. Thanks.

Secondly, I do have my bank statements and I did reverse the three payment in question. As explained in point 4 of my previous email as well as what I have explained to both Citylink, the collections agencies and now to you for the third time. I did reverse three payments. The reason for them is  
(a) because at the time I had no idea what they were in relation to and despite numerous calls to Citylink in March and May last year no one could explain to me what they were in regards to. Until they sent it to the collections agency. For this reason I perceived them as unauthorised.

(b) I have since refused to pay the three amounts they request, totalling approx \$551 as it is incorrect. I do not owe them that amount as my statements (indicating payments to Citylink) and their usage statements indicate.

I am not sure how else to explain this to you as I have been very clear. If you have a contact phone number I would be happy to call you and discuss, as I do believe there is some sort of miscommunication between you and I. Or if you could please call me on 0421 255 390.”

**11** On 20 May 2014 Miss HS emailed the TCO again as follows:

“Michael, I have had another look and realized I have missed the last page on the Citylink statement and I do in fact owe some more, which I did not realise.

On that last page in the attachment for the Citylink statement, there is a total usage of \$218.36. So that added to the \$207.99 amount I had initially calculated = \$426.35. That is to the total I owe. NOT \$551.69.

I am willing to pay that amount if I must, however as I think it is extremely unfair to do so considering what this company has put me through with the lack of information, incorrect information, contradicting information, countless lies and over charging.”

**12** The TCO forwarded same to CityLink for consideration and response.

**13** On 28 May 2014 CityLink provided a response to the TCO, the contents of which was forwarded to Miss HS for comment:

“CityLink has provided me with a summary of your complaint, together with copy of email, as follows:

- “[Ms HS] contacted CityLink to arrange 3 Melbourne passes for travel (Melbourne Passes are temporary for up to 1 month)
- At this time [Ms HS] provided CityLink with her Credit Card details – with the agreement that Tolls would be charged to this once the Melbourne Passes had expired
- [Ms HS] does not dispute travelling on CityLink
- [Ms HS] acknowledges CityLink took payment and that she had these reversed by her bank as she ‘had no idea what they were in relation to’. It appears she was aware they were in relation to CityLink travel as she contacted CL regarding these charges. Additionally, statements outlining each trip have always been available to [Ms HS] via our website
- As each payment was reversed, the amount was again outstanding with CL and was debited to more recent Melbourne Passes that she had opened. In total regarding this matter, 3 passes were opened, with the original two ultimately being outstanding on the most recent pass
- [Ms HS] has contacted CL requesting a payment receipt to demonstrate payment has been made on 14/03/13 and had the payment reversed on 06/05/13.”

Please provide your comments on its contents.”

14 Miss HS responded to the TCO on 29 May 2014:

"I feel like I am on repeat. **I have responded to each dot point in order below:**

- I did arrange 3 Melbourne passes for travel.
- I did provide Citylink with my Credit Card details and I was aware that Tolls would be charged during my pass period and upon the expiry of each pass. Citylink did not charge me correctly during the pass period nor did they charge me at the expiry of the pass. They advised that charges were made, however declined. I DID NOT RECEIVE ANY NOTIFICATION OF THIS (whether it be via phone, email or mail). Quite recently, I asked for a replica of the supposed letters that were sent to me and not one of them were actually addressed to me.
- I do not dispute the fact that I have traveled on Citylink, as I have obviously included in to my calculations with regards to how much I owe.
- I do acknowledge that I had payments from Citylink disputed and reversed by my bank. I have no explained countless times as to why I have had these reversed. Firstly, I DID NOT KNOW WHAT THEY WERE FOR AT THE TIME. When the charges appeared on my bank account (3 lots) they stated "Citylink," this is the reason why I contacted Citylink for an explanation. No one was able to explain it to me, especially the last two transactions. Secondly, as for having my statements available to me online, I have only begun using that service as of late December 2012, when I opened up my everyday account.
- This dot point doesn't make sense and it is repetitive and irrelevant.
- I did contact Citylink in regards to the first deduction that was made in early March 2013, after numerous conversations and issues I finally had confirmation from someone who explained what it was. During that conversation he had told me that I would be credited a value that Citylink had overcharged me by. At that point I asked him if I owed absolutely anything more to Citylink at all and he said no. (Hence, my confusion when two more payments came out in May 2013). As the overcharged amount was never credited back to me, nor had I received any notification prior to the deduction, I grew suspicious and concerned. As per the advise of my bank I disputed the transaction.

**Overall:**

For the umpteenth time, after rigorous calculations and research through both the information Citylink has provided and my bank statements, I agree that I owe Citylink. I do not agree on the amount. I owe them no more than \$426.35. I have paid this amount to the collections agency dealing with the matter as I just can't deal with this issue any longer.

I do not feel that as an ombudsman (even though I have now learned you are not entirely independent of Transurban) you have sufficiently attempted to try understand what I have to say or try assist. I have over and over explained myself, my situation and provided more than enough evidence. I have even provided you with my contact phone number and tried very hard to communicate with you verbally in case there has been any confusion or misunderstanding.

Unfortunately, circumstances with my personal life is preventing me to at this current stage seek legal advice and take this matter further, however I will aim to as soon as time permits. In the meantime as mentioned above I have paid \$426.35. I can not pay any more than that nor will I as I refuse to overpay.”

- 15 As it appeared that this matter will not be resolved by conciliation, the TCO notified Miss HS that he will now proceed with making a written Decision.

## **Decision**

- 16 The objective of the TCO is to resolve complaints, which fall within its jurisdiction, between toll road operators 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.
- 17 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.
- 18 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. The TCO only has jurisdiction over the conduct of toll road operators and cannot determine matters in relation to allegations against Civic Compliance Victoria (CCV) or other outside bodies.
- 19 Miss HS does not dispute that she travelled on CityLink and incurred toll charges. She also agrees that she owes CityLink money for toll charges but she disputes that she owes the amount claimed by CityLink. She did ascertain in the course of the dispute after the matter had come to the TCO that she owed more than she had initially thought. Miss HS asserts that she owed CityLink \$426.35 and says that she has paid that amount.
- 20 CityLink states that the amount due for tolls and charges is \$551.69. It points out that Miss HS had paid toll charges in respect to Melbourne Passes and then had the charges reversed or not met by her bank. This led to her account being in debit. Miss HS agrees that she reversed her payments because she did not know what the charges were for. She says that she contacted CityLink and its representatives could not explain the additional charges.

- 21** CityLink said that she was aware of her travel on the toll road as she had contacted CityLink in respect to the travel and was also able to access and check her account on the website.
- 22** I am satisfied from the evidence provided to me that the amount owing by Miss HS is \$551.69. Accordingly, she should pay the balance due to CityLink.

**Determination**

- 23** The complaint is not upheld.

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

**Dated: 30 June 2014**