

DECISION

Background

- 1 The complainant, Mr GP, first made a complaint to the Tolling Customer Ombudsman (TCO) on 17 December 2013, as follows:¹

“Hello. My name is [Mr GP] and I have a customer complaint which I have taken up with Roam Tolling, and I am unsatisfied with their response, so would now like to refer it to you.

In short, I was given misleading information from Roam Tolling in a telephone call in Feb 2012, and as a result found out recently that I have been charged between \$1500 and 2000 over the past 2 years in “Vehicle Matching Fees” on my car – which I am seeking to have refunded to my account.

Details of my complaint are below, and the email response I received from Roam Customer Service below that. I also include attached their customer service agreement (dated 2012) which they sent me.

Thank you for your consideration of this request.

[Mr GP]

Complaint Details:

I moved back to Australia from overseas ~2 years ago (Feb 2012) and had my tag in storage. I rang Roam Tolling upon my return, in order to add my car number plate (I bought a different car when moving back to Australia than the number plate I had registered previously.) I explained to them how my tag was in storage.

They never told me about any “vehicle matching fees” (= no tag fees) – and in fact told me “yes - it will just pick up the number plate of this new car you have just added.”

I had online billing, paperless statements, and they never emailed me a single statement during this time period in question (Feb 2012 – Nov 2013). In fact later on during my complaint being addressed, I asked if they could email me a copy of the original agreement I supposedly signed online, and they said “oh yeah we don’t have an email address for you”. And they will have no record of any statements being sent prior to Nov 2013.

¹ All parties’ submissions used in this Decision are quoted verbatim

In short – I feel that all of these factors contributed to a very “set and forget” environment for my tag account. I unfortunately have to travel on a very large number of toll roads in my commute to work, and saw no benefit in constantly logging into my account, as I was aware of all toll costs, and knew I spent many thousands of dollars a year in tolling costs.

However – I was NEVER aware of any Vehicle Matching Fees, until I went to add another car to my account in November 2012, and to my horror – saw hundreds and hundreds of these fees dating back over the past few years.

Frankly – I also cannot understand why there is never any signage on any toll road I have ever seen alerting motorists to “no tag fees” – WHY NOT? – when they can lead to such huge payments?

- There are other signs everywhere giving info on tolls and even tags – “Mount Your Tag Correctly” etc. but no mention of any fees? I cannot understand why not? – I thought these “Mount Your Tag Correctly” signs were aimed at motorists using tags in different vehicles, not ones they had registered with the Tag company. (especially after my conversation with Roam in Feb 2012)

Further - Even when you add a vehicle to your tag later, OR you run your account done and miss an auto payment and pick it up manually online – There is NO REFERENCE that I saw on any “vehicle matching fees” when you pay this fee by credit card. (this had happened to me a few times, and I STILL never saw any reference to these fees).

I asked Roam why would I (or anyone) knowingly have paid probably \$1500-2000 in the last 18 months or so in these fees when I could have alternately ordered another tag – or take the extra time to take mine out of storage? (especially at such a low cost of \$40 to replace the tag).

- This makes no sense. – so it was obvious to me, and I believe to them – when I called them, that I was incorrectly informed about these fees.

I appealed to Roam to have all “no tag fees” refunded from Feb 2012 to 14 Nov 2013.

MEETING w Roam:

After lodging my complain I spoke with them Nov 19 10am:

(my notes from that meeting):

I explained the conversation I had w Roam customer service upon return from overseas. Explained I was never told of these fees in a conversation specifically focused on the topic of vehicle matching by number plate.

I asked them if they had a record of this conversation (as I would like to prove I was NOT told of these fees – they said they do not, and that if they spend time every phone call explaining every fee, they would go on forever on every call. I told them I

thought that was a ridiculous statement, given the focus and specific topic of my original phonecall. In my original conversation with Roam I asked about one specific use case (for which there is a fee) and was not told about it.

They said they may have notes from the call (but not a recording) – and I asked could they please send through anything they had.

- They have never sent me anything further.

They told me these fees would have been listed in the original agreement I signed in 2006, indicating that the M7 had “vehicle matching” fees. I said I clearly didn’t recall anything about these fees (again – who would choose to pay \$1500-\$2000 vs \$40). And I asked if they could email me the original agreement.

- They said they would try to find it. They appeared shocked that I would request this, and said that nobody usually asks for this.
- I do not believe this was an unreasonable request (as it related specifically to a document they claim I agreed to their terms in), and I have never received the requested document.

I was then told (incorrectly which I pointed out – that ALL toll roads have had this vehicle matching fee)

- I then explained to them that this is not true, as the Harbour Bridge and Tunnel did NOT have these fees until June / July this year.

I was told they could possibly look into waiving the fees for the past 3 months.

I told them this this was not acceptable. (declined this offer of 3 months potentially waiving fees)

They said they will review internally and get back to me. Then they will formalise findings so I can take to the Ombudsman.

END OF CALL

They replied (their email below) Nov 26, 2013 stating they are unable to meet my request for refunding these fees.

... they also never fulfilled my request for a copy of the original agreement they claim I signed at setup.

They sent me their conditions dated 2012 instead. (attached)

So, I would like to refer this issue to you.

I would also like to point out the following reference from page 11 of their Customer Service Agreement

Vehicle Matching Fee	We will debit the Vehicle Matching Fee from your Account (as well as tolls), for each Trip that any Nominated Vehicle is detected using any Eligible	\$0.75 per Trip for Trips on Westlink M7. Vehicle Matching Fee will be waived for Trips by Class 1 vehicles (motorcycles) on Westlink M7. Other amounts may be
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Toll Road without an e-TAG also being detected. charged per Trip on other Eligible Toll Roads – please refer to the website of the relevant Eligible Toll Road.

We will not charge the Vehicle Matching Fee if we are responsible for the failure to detect your e-TAG.

Referring to the section highlighted in red,

I argue that Roam tolling is responsible for the failure to detect my e-Tag, as they gave me specific instructions to just let my number plate be read by the cameras instead – and this caused me to be charged somewhere in the area of \$1500-\$2000 in vehicle matching fees over the period Feb 2012 – Nov 2013.

If need be, I am prepared to sign a statutory declaration that I was not told of any vehicle matching fees at the same time as being told “yes it will just pick up your number plate, so that will work” in my conversation with Roam Tolling in Feb 2012. (given the lack of any recording of the call)

And as such, I request that all Vehicle Matching Fees in the period Feb 2012 – November 2013 be refunded to my account.”

Roam Customer Service email dated 26 November 2013 referred to in paragraph 3 above:

“Your matter has been referred to Customer Resolutions.

I understand you are disputing the vehicle matching fees charged to your Roam Account 4059796. You have requested Roam to refund these fees on the grounds that you were not advised these fees would be charged.

Our agreement with you, (the ‘Terms and Conditions’), states that for each trip where your vehicle or vehicle licence plate number is detected travelling on the toll road and an e-TAG is not detected, we will debit the relevant fees to your Roam Account. A copy of the Customer Service Agreement (CSA) is attached with each e-TAG issued to an Account holder. Under Item 23, Fees and other amounts relevant to your Account, you will find information about Vehicle Matching Fees and when they are charged.

Please find the information below also listed on the Roam website

Toll road fees

Road	Vehicle matching fee (1)
Westlink M7	\$0.75
Hill M2	\$0.55
Lane Cove Tunnel	\$0.55
Military Road E-Ramp	\$0.55
Eastern Distributor	\$0.55
M5 South West Motorway	\$0.45

- 1) A *Vehicle Matching Fee* (also referred to as '*No Tag Fee*') is charged if your vehicle is detected making a trip: (i) without an e-TAG; or (ii) while your e-TAG account is suspended, and (in both cases) a toll notice is yet to be issued.

To avoid these fees being charged it is recommended that an e-TAG is affixed to the windscreen in the vehicle at the time of travel. If you require additional e-TAGs or e-TAG holders please contact Roam on 13 86 55.

Our records show that Account Statements have been available monthly online by accessing your Roam Account. Statements are issued to provide our customer with the opportunity to confirm the details held on their Account and the trips and charges applied to their Account. This is so that any changes or disputes are identified as soon as possible and details are updated.

We can confirm the vehicle matching fees have been applied to your Roam Account in accordance with the CSA, I have attached a copy of the CSA for your information. We regret to advise that we are unable to meet your request for reversal of vehicle matching fees applied to your Roam Account.

If you are not satisfied with the resolution of the above matter you can contact the Tolling Customer Ombudsman through the following channels..."

- 2 The complaint was acknowledged by the TCO on 18 December 2013 and forwarded to the Transurban/Roam customer resolutions team for response.
- 3 On 7 January 2014 Roam responded to Mr GP, copied to the TCO, as follows:

"Your recent complaint to the Tolling Customer Ombudsman has been referred to Customer Resolutions.

When an e-TAG is delivered, a copy of the Customer Service Agreement is enclosed in the envelope. (2005 Customer Service Agreement attached)

When you told us that your e-TAG was in storage, you were advised that as your vehicle licence plate was nominated on your Account and even though you could not affix the e-TAG to the windscreen at that time, the tolls would still be applied to your Account.

In August 2009 a letter was sent advising that Statements were available to view online. With the customer's email address, Roam would alert by email when monthly Statements were available to view. (Advice attached) Although there was no email address on your Account, Statements have been available to view monthly online ever since.

You mention signage on motorways reminding the traveller to 'Mount your TAG correctly' etc. These signs alert you to traveller to the importance of affixing or mounting the e-TAG correctly to ensure detection. If the e-TAG is hand-held or affixed to the wrong area of the windscreen it may not be detected and if the vehicle holding the e-TAG is *not* nominated on an Account, a Toll Notice will be issued with an associated administration fee applicable.

With regard to your telephone conversation of 1 March 2012 at 08:03:04 when you added the vehicle to your Roam Account, a recording of your call has not been kept. Calls are recorded for the purpose of staff coaching and only a number of recordings are held on file.

An e-TAG Account is the most cost effective means of paying your tolls. The e-TAG is electronically detected and the toll charged to the Account to which the e-TAG is registered. If there is no e-TAG in the vehicle, the system needs to capture an image of the vehicle licence plate, read the plate either electronically or manually, conduct a search to see if it is nominated on a tolling account. The additional cost of this process is reflected in the vehicle matching fee. Many customers choose not to affix an e-TAG to all their vehicles and pay a vehicle matching fee when incurred.

Fees are outlined under Item 23 of the Customer Service Agreement and also on the Roam Website under e-TAG Account, Product Features as follows:

		e-TAG Account	Commercial e-TAG Account	Visitor's e-PASS
Features	Who is this best suited for?	Motorists who make frequent trips on toll roads e.g. a trip per week or more	Businesses and organisations with 5 or more vehicles	Visitors to Sydney who need cover for all Sydney toll roads for up to 30 days
	Number of vehicles and e-TAGs	1 – 4 e-TAGs for use in up to 10 vehicles	5+ e-TAGs for use in 5 or more vehicles	1 vehicle (number plate details)
	Vehicle Matching Fee	None when using e-TAG		Fee for each trip on each toll road. Refer to each toll road company for current fee.
	Validity	e-TAGs are valid on all toll roads, bridges and tunnels in Australia		All Sydney toll roads Up to 30 days

I hope I have addressed your concerns adequately here and again offer, as a gesture of goodwill, a refund of fees charged in the most recent three months. This amounts to \$172.35. Please let me know if you would like this reversed to your Roam Account or provided to your credit card or as a cheque and I will arrange for it to be processed.”

4 Mr GP replied to Roam on 14 January 2014, copied to the TCO:

“I’m not exactly sure what the process is from here, other than for me to state that I am unsatisfied with this outcome, and request further review from the Tolling Ombudsman (or a decision on this situation from them).

Referencing the documents you sent me, and the comments on the Vehicle Matching Fees

We will not charge the Vehicle Matching Fee if we are responsible for the failure to detect your e-TAG device.

I maintain that Roam is responsible for the failure to detect my e-Tag device, and hence should refund all vehicle matching fees for the time period referenced in my complaint.

It seems that my customer complaint was dealt with by Roam Tolling, I then submitted it to the Ombudsman, who then sent it back to Roam Tolling – who have then given me the same response again, and have not addressed my actual complaint.

- Of being provided misleading information that led to thousands of dollars of additional vehicle matching fees.

And for which a refund of under \$200 is not acceptable in my opinion.

Please let me know the next steps.”

- 5** Following a review of the complaint correspondence, on 21 January 2014 the TCO informed Mr GP as follows:

“As it appears that this matter will not be resolved by conciliation, please advise if you wish the TCO to make a Determination in this matter.”

- 6** On 25 January 2014 Mr GP confirmed his desire for the TCO Decision and the parties were advised of this course of action on 29 January 2014.

Decision

- 7** 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.
- 8** 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.
- 9** 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 other outside bodies.

- 10 Mr GP complains that he was misled by Roam, the toll operator, in a telephone conversation in February 2012 in respect to the imposition of “vehicle matching fees”. He states, in particular, that he was not told that “vehicle matching fees” would be charged to his vehicle when it travelled on a toll road without an e-TAG attached.
- 11 He said that his e-TAG was in storage at the time and he did not seek to retrieve it. He maintains that he would have done so or purchased an alternative e-TAG at a cost of \$40 if he knew that the “vehicle matching fees” would be charged.
- 12 The Customer Service Agreement between Roam and its customers, like Mr GP, provides for “vehicle matching fees” to be charged when an accountholder’s vehicle travels on a toll road without an e-TAG. Mr GP says that he did not recall that such fees would be charged. He argues it would have been illogical for him to incur such fees when he could have obtained another e-TAG for \$40.
- 13 Mr GP contends that he did not know that the fees were being charged despite the fact that he had an online account with Roam that provided monthly statements to customers in order to check the accuracy of the tolls and fees charged.
- 14 Mr GP says that he did not check his account as he travelled a large number of toll roads to work and saw no benefit of constantly logging into his account as he knew the tolls that he was paying.
- 15 Mr GP argues that Roam was responsible for its failure to detect the e-TAG in his vehicle by virtue of its instructions to just let his number plate be read by the camera. I do not have access to any telephone conversation but I cannot accept that a Roam operator would give instructions to take a course of action that is specifically contrary to its system of operation that provides for the charging of fees.
- 16 It is quite possible that in discussing with Mr GP his acquisition of a new vehicle and the fact that his e-TAG was in storage the Roam operator may not have alerted Mr GP to the fact that “vehicle matching fees” would be charged when the new number plate was caught on camera because the issue was not discussed.
- 17 This possibility has some strength as logic would dictate that Mr GP would not continue to incur the “vehicle matching fees” if he could have recovered his e-TAG from storage or obtain a replacement e-TAG.
- 18 However, I must balance this possibility against Mr GP’s failure to abide by the terms of the Customer Service Agreement and to check his online statements that would have enabled him to discover the charges at an early stage. This failure, in particular, led to Roam incurring the costs of the vehicle matching process which were then passed on to Mr GP.
- 19 Mr GP has raised the issue of signage in respect to specifically warning motorists of “vehicle matching fees”. I am satisfied that the signage warning of the importance of the affixing of e-TAGs in conjunction with the Customer Service Agreement provide

adequate notice that “vehicle matching fees” would be charged in the absence of an e-TAG.

- 20** On balance, I find that it is fair in the circumstances of this dispute that Roam provides Mr GP with credit for the “vehicle matching fees” charged in the most recent six months before the matter was brought to Roam’s attention.

Michael Arnold
Tolling Customer Ombudsman

Dated: February 2014