

DECISION

Summary and outcome

- The complainant, Mr M, lives in Sydney. Mr M has a Linkt Account. His complaint made on 3 April 2024 was in respect of the lack of customer service delivery by Linkt for the payment of outstanding debts owed to Linkt in respect to 4 vehicles. His view was that all charges for the tollways travel should be waived in respect to each of the 4 vehicles because of this failure in service delivery by Linkt. He suggested that before entering into the Tolling Customer Ombudsman (TCO) jurisdiction he had been dealing for 2 years with Linkt to seek to have these debts paid. Accordingly, Mr M suggests that given he has been trying to resolve this matter for a number of years Linkt should waive each of these debts for the full amount. Mr M has suggested the way Linkt dealt with him about his complaint and debts has caused him stress. Mr M says he was disappointed with the way that Linkt engaged with him on this matter. Mr M is of the view that Linkt have been very slow in responding to him on this matter during the whole process with Linkt, prior to the matter coming into the TCO jurisdiction.
- In short, Mr M believes that Linkt's systems for resolving disputes with consumers generally are ineffective for a person in Mr M's circumstances. The dispute Mr M suggests is entirely due to Linkt's failure to communicate appropriately with him in this matter. Mr M has been in contact with the TCO over various months by email in relation to these matters.
- Presently, Mr M owes \$13,670.50 to Linkt comprising toll fees and administrative fees for toll travel in respect to 4 vehicles before any settlement offer.
- However, Mr M has continually rejected Linkt's offer to waive debts completely for 2 vehicles and waive the administrative charges for 2 other vehicles and pay in total \$2,375.96, being the toll fees. The basis of the offer includes Mr M entering into a payment plan for the outstanding amount.

- Linkt's position was that generally its dealings with Mr M were professional and appropriate. They point out that they have proposed a settlement which involves waiving a significant amount of charges including toll fees and administrative fees but do not consider they should waive all of the charges for the toll road travel.
- Linkt, maintain they have before and after the TCO dispute process tried on a number of occasions to clearly explain the processes of Linkt in regard to the non-payment of toll charges to Mr M.
- Linkt considers that its settlement offer is fair and reasonable in the circumstances. Linkt point out they had been consistent in their settlement position. They also point out that they have apologised to Mr M for the delays during the TCO process.

Background

- The complainant, Mr M, first made a complaint to the TCO on 3 April 2024, but the origin of the dispute is in respect to matters going back to toll road travel in early 2022. However, the focus of the dispute for Mr M seems to be the amount of time that Linkt have taken to resolve the matter. In his view this delay caused by Linkt outweighs the fundamental requirement of consumers to pay for travel on the toll roads. The overall dispute raised by Mr M also involves his interactions with Linkt and the communication processes of Linkt with consumers.
- The view of Mr M is that Linkt should justify its position. He also suggests that Linkt's systems are cumbersome, not user friendly and not effective. In particular Mr M considers that Linkt, as a result of its processes and its failure to communicate clearly to the customer about these processes has complicated the matter, caused undue stress to him and made ultimately settlement of the matter more difficult.

- In his application to the TCO, Mr M stated that:

"I have been battling LINKT about these unpaid Tolls for close to 2 full years now. It pains me to even have to type this for the 8th time but this is my last resort. I had originally spoken to Linkt in April/May 2023 (I have kept emails as proof) and had spent almost 4 hours on the phone explaining my case to the linkt team member..... Eventually, she reduced all the fees from my outstanding Toll balance (\$7562) to under \$2000 as I am an account holder and there were circumstances to the balance being so high.

After 2 months of making payments, the Linkt team member went off the face of the earth and simply stopped returning my calls or responding to my emails. She had told me she was..my case manager" and would be helping me moving forward. This was completely false. After 10 + attempts of emailing her asking for her to ring to me so I could pay my monthly payment (I was told I had to call her

every month to make the payment). Eventually I lodged a further complaint with Linkt as I had called up the ombudsmen and confirmed I had a strong case,. Once they found out the ombudsmen was involved they were trying very hard to assist me. It turns out the Linkt team member was NOT a case manager, and had no derestriction to discuss sensitive matters with clients or put in arrangements. For months I was lead on and lied to. This was nothing short of embarrassing for me. I was assigned to an actual case manager- who I had arranged and agreed on a reduction to two separate amounts of \$1288 and \$1093. There are 3 registrations in questioned- one was waived from Linkt and the above belonged to the other two.

I had agreed to this and agreed to make a monthly payment. All of this is in email writing from Linkt and I have kept them filed. After ONE feeble attempt to call me during my business hours- ... the case manager had stopped contacting me. I had emailed on 3 separate occasions AGAIN begging for someone to call me so I can make my payments as I cannot deal with owing people money. I even told the case managern WHEN I can talk on the phone and WHEN not to call me. I have over 10-15 email examples of me emailing LINKT pleading with someone to call me so I can make a payment as they do not allow for it online, with no response. I have tried to call on 3 separate attempts to speak to the case manager, with Linkt doing nothing but palming me off to financial assist to restate my whole case even though I have email proof of the arrangement given to me with the reduced amount owing.

I have in the last 2 years been diagnosed with mental health conditions, and I have appropriate doctors letters to prove this if need be. This ordeal from Linkt has been completely damaging to my mental health, and completely degrading as a person. I have tried so hard to make this right and have been treated like I do not exist.

I am asking for a full discount and clearance of the 2x outstanding amounts of \$1288 and \$1093 under the grounds of poor handling of a customer with sensitive information, clear breaches of duty of care for customers under financial hardship, and a clear refusal to do their jobs and at least return a customers call/email when the customer is on the other end ASKING to pay what they owe!

- In response to the TCO's email on jurisdiction, Mr M stated on 3 April 2024:

"Thanks for your response

Please note I have already lodged a complaint to Linkt in the past, and have not had any response back.

In fact, I can provide email proof of this.

They offer a partial payment, sure, but post this, they do no continue their communication. I have it in black and white writing and all proof necessary to show you they are not looking at helping their customers with their complaints.

My request is that the TCO act on this complaint, as I have made effort to complain to Linkt on multiple occasions with not even so much as a response let alone a resolution."

- Mr M in response to the TCO states:

“Please note I have received over 10 messages from CLH (collections house) as well as LINKT in the last 3 business days.....

Further to this, LINKT has agreed for an arrangement with me to keep the fines in house (email proof to be provided when required/asked) - the onus is on the company to ensure they upkeep their commitment to the customer and not outsource debt without making conscious effort to contact the consumer.

For the record, I had received two missed calls during working hours late last year, followed by 5 emails from me asking for a call back to make a payment.

Please communicate this accordingly.”

- There was correspondence between the parties discussing issues for a number of months and the TCO had discussions with Linkt as to the response which was required in the circumstances. This included a comprehensive detail of the interactions between Mr M and Linkt since early 2022.
- Linkt responded to Mr M on 24 October 2024 with the following:

“I have conducted a full investigation of what transpired from the first point of contact to the most recent point of contact

Please see below of a timeline of correspondence sent as well as attempted contact with Mr M

- 2 outbound calls on 03-08-2023 were made. As there was no response, voice messages were left, a text message was sent, as well as an email notifying Mr M to call Linkt Assist back regarding his enquiry.
- On the same day, Mr M called Linkt Assist back, and spoke to J.... An agreement was not met during this call as J... needed approval for the amount he was planning on waiving for Mr M
- On 04-08-2023, J.... attempted to call Mr M again, however could not reach him and left a voice message for Mr M to call back.
- Mr M called Linkt Assist back on 10-08-2023 where an agreement was discussed with J..... This agreement outlined full toll notice waivers on two vehicles, and full admin fee waivers for the other two vehicles.
- J..... confirmed with Mr M and sent through confirmation email regarding this agreement, outlining that Mr M would need to call back the next week to confirm how payment would be made. The toll notices were also placed on a 60-day hold.
- Mr M emailed back on 11-09-2023 at 12:20PM but had not called Linkt Assist as agreed on in order to discuss payment.

- Linkt Assist advisor F... had attempted to call Mr M on 19-10-2023. She left a voice message as well as sent through an email at 1:54PM outlining that another 60-day hold had been placed on the outstanding toll notices, and that Mr M should call to confirm the payment arrangement.
- Mr M sent through an email in response on 29-11-2023 at 11:29AM.
- Mr M called our contact centre on 05-12-2023, and the agent was unable to transfer to Linkt Assist. The agent then advised Mr M to call Linkt Assist directly.

I can confirm that another 60-day hold has been placed on the outstanding toll notices.

If possible, can I please obtain confirmation from Mr M the dates and times he attempted to call Linkt Assist to proceed with the payment arrangement as agreed upon?

If you have any questions, please reply to this email or alternatively call Customer Resolutions on 1300 381 570.”

- Mr M responded to the Linkt email on 25 October 2024:

“Phillip

Thank you for acting on this matter with good timing.

The first response to this is as below:

I have conducted a full investigation of what transpired from the first point of contact to the most recent point of contact.

I question this and the validity of this.

If you scroll down through the email chain there seems to be a key point that strategically has been ignored by Linkt:

A key point that seems to be missed here is my communication with L..... who spent months telling me she would help me to not return any calls and emails to me at all.

During this time, my stress levels increased and the debtors continued to call me, despite her promising this would stop. This put me in a bad state, financially and mentally.

The staff member (before J.....) delayed the process by months.

I can provide various (5-7) emails of me ASKING her to call me to I can make payment. I was begging her to call me so we can fix this to stop the debtors calling me.

She did not respond once.

J... also confirmed to me she was not meant to take my case and this wasn't in her scope.

He apologised for this.

Why has LINKT not mentioned this in their review? Nor acknowledged it.

Before addressing the rest, can we please have a response to this?

Thank you

Mr M”

- Mr M on 11 November 2024 sent an email setting out various details of discussions and emails between Linkt and Mr M (these were passed on to Linkt). In that email he states:

“My request remains: LINKT wipe the outstanding balance due to poor handling of a sensitive case as well as multiple breaches of privacy by allowing an untrained employee handle a hardship case and cause even more delays than needed.

I formally reject the below comments from LINKT, and formally request acknowledgment and ownership of their mistakes.

Please see and acknowledge the below photos and physical evidence of the above. “

- Mr M restated his position to the TCO on 9 December 2024:

“I hereby formally request all the debt be cleared and this case closed, true to poor communication and poor handling of a sensitive matter of someone with mental health conditions.”

- Linkt in response on 11 December 2024 stated that:

- Thank you for sending through Mr. Ms' response. I apologise for not including investigation done regarding the agent he was first in contact with. Please see below for what I was able to find from my investigation.
- First contact regarding a payment plan was on 11-04-2022.
- First point of contact with L... from our records was on 04-07-2022.
- L... attempted to contact on 05-07-2022 and 01-08-2022 and arranged for a time better suited for Mr M to have a discussion.
- A discussion regarding payments took place on 12-09-2022.
- Notifications on 06-10-2022, 14-10-2022, and 21-10-2022 were sent to Mr M.

- A call was made to Mr M on 16-11-2022, but he did not want wish to be ID'd by the agent on the phone, and had stated that he would call back.
- On 21-11-2022, debt was sent to the DCA.
- Mr M reached out via email on 13-12-2022 requesting L..... to send through information regarding referred and non-referred toll notices. L.... has also asked Mr M his preferred course of action for payment.
- On the same day, a call between Mr M and L.... occurred, to which he confirmed he would have a look at the email sent and confirm his course of action via email.
- Mr M called on 18-01-2023, where he requested to be transferred to L.....
- Mr M and L..... discussed his preferred course of action.
- L..... emailed Mr M on 13-02-2023 to confirm if was able to make a payment that day and discuss a payment plan for the remainder of the toll notices.
- L..... called Mr M on 17-02-2023 and processed a payment. Next payment date was agreed to be on 01-03-2023.
- Notifications on 10-04-2023, 20-04-2023, and 28-04-2023 were sent to Mr M
- Mr M emailed on 01-05-2023 again requesting information regarding referred and non-referred toll notices. L called but a call back was arranged as Mr M was driving.
- L called Mr M again on 02-05-2023 with information Mr M had requested. He had confirmed that he would pay out the non-referred debt in the next week and wanted to pay \$500 a month for the referred debt.
- Calls attempted to Mr M on 23-05-2023 and 29-05-2023; however, he did not want to be ID'd or discuss his debt to the agents that called, and the calls were terminated.

I understand that Mr M has provided images of communication with L... to what seems to be a personal inbox, and that there are no images of any responses from her. However, we had attempted to contact Mr M during this time, but it could not go further due to Mr M not completing an ID check with the agents that called. Due to this, I will not be waiving the outstanding amount.

However, please let Mr M know that the Linkt Assist team are prepared to help assist him with his outstanding debt. If he could confirm a time that is best suited to give him a call to further this discussion, that would be greatly appreciated. If unsure, Mr M can give them a call on 1300 767 865. Thank you.”

- Mr M on 14 December 2024 responded to the Linkt email on the following basis:

“It is stated that communications were sent to A personal inbox? Can LINKT please explain this reference in writing?”

- It is stated “no images of any responses from her” Is the insinuating that I have fabricated this? If yes, please state in writing, if not, please also state in writing that L..... did not respond to the multiple email attempts I sent to her?

- Claiming an ID Check wasn't done, I have no recollection of this. Can we please access a copy of the call recording? Should it be proven I did not ID, can I confirm that this excuses the multiple attempts I made to speak to Laileen who advised me to “deal with her directly”

....., I wish to have this matter resolved and have an offer accepted to wipe the debt due to mishandling of sensitive information, multiple privacy beaches (me speaking to L..... about personal hardship issues when she was not qualified to do so), as well as LINKT's failure to respond to our requests in a timely manner.

Please note I have a figure that was given to me by a LINKT team member that is already heavily discounted (in writing) and I can provide this to you at any time

Please note, during these calls, it was admitted by that staff member that LINKT had done wrong in this situation.

Please ensure that a resolution is made from LINKT and this matter becomes resolved.

I appreciate your help, sincerely “

- On 3 February 2025 Linkt requested more time to respond to Mr M:

“Sorry for the delay

We are looking into this complaint and requesting a bit more time.”

- Linkt on 12 February 2025 by email advised as follows:

“Thank you for bringing this complaint to our attention and for your patience while we resolve this matter.

I understand Mr M concerns relate to outstanding Toll Notice debt and their advised negligence from Linkt in order to assist them moving forward.

We would like to present the following evidence to demonstrate that Linkt has made comprehensive efforts to assist Mr. M regarding their toll invoices.

The following are attributions to this matter being unresolved to the customer.

Mr. M was able to contact an agent directly as their details were obtained via an accidental email sent from our representative. Despite this, the customer was aware of other available points of contact as Mr. M has been involved in debt resolution before speaking to the Linkt representative mentioned.

Mr. M has had ongoing interactions with both the credit team and the Hardship team. This information has been confirmed by the respective departments and remains evident and true.

Multiple spreadsheets were compiled and provided to the customer to assist in viewing all outstanding debts and managing payments moving forward.

While we can assist with a fee waiver, it is necessary for the customer to continue making payments to their account and remain accountable for their future travel.

It appears that the customer's decision to persistently contact a single representative was a conscious one. The customer had been educated on payment obligations and was advised to reduce travel to manage toll expenses better. It was agreed that the customer needed to maintain their payments.

Throughout this process, we have made every effort to provide the necessary support and guidance to the customer. We appreciate your understanding in this sensitive matter and are committed to resolving the issue fairly

Below are our comprehensive efforts to assist the customer in question regarding their toll invoices.

Summary of Customer's Toll Invoices and Offers

LPN	Toll Cost	Administration Cost	Offer Details
[B****O]	\$354.13	\$1270	Full Debt Waiver of outstanding LTN's
[B****T]	\$110.41	\$460	Full Debt Waiver of outstanding LTN's
[C****I] payable	\$1288.79	\$5040	Full Administration fee waiver, toll cost payable
[C****U] payable	\$1087.17	\$4060	Full Administration fee waiver, toll cost payable

Conditions of the Offer

The administration fee waiver and debt waiver were contingent upon the customer entering into a LA SYD payment plan.

Upon setup of the payment plan, the debt for vehicles B..... and BB... would be fully waived.

Ongoing Offer

Linkt Assist remains willing to offer the administration fee and debt waivers if the customer can either make payment or enter a payment plan for the remaining balance.

We believe these actions illustrate our commitment to exhausting all possible options to assist the customer in resolving their toll invoice disputes.

Linkt's offer

As an acknowledgement for the delay in response to this complaint we can facilitate an admin fee waiver and assist with a payment plan for Mr. M comfort in resolution however we must emphasise that full debt waiver is not applicable in this situation.

If Mr. M would like a payment plan to settle the outstanding amount, we have various options available. Our Linkt Assist Team can facilitate a payment plan for customers who may be experiencing financial hardship. Alternately, our Credit Team can facilitate a payment plan if the customer would like one for convenience

Once Mr M is ready to settle the outstanding amount, they may contact the Customer Resolutions Team on 1300 381 570 or by emailing resolve@transurban.com

Thank you for your assistance with resolving this complaint with our customer.”

- Mr M, in email dated 13 February disagreed with the observations in the Linkt email and after a few further subsequent emails decided that he would prefer to have the TCO make a determination on the matter.

Current Position of the Parties

- In short, Mr M wants all debts waived for the toll travel including both toll fees and administrative fees on the basis that Linkt have been very slow in dealing with the issues raised by Mr M. Mr M also wanted to get an acknowledgement from Linkt that they had been slow in responding to him particularly before the matter had been under the TCO's jurisdiction.
- Linkt states, whilst it understands Mr M is frustrated that this matter has taken some time to resolve, it considers it has dealt with Mr M appropriately. Linkt considers the various interactions with Mr M over the last 3 years indicates its desire to seek to assist Mr M and answer his questions. In particular, it notes that their offer to settle the matter included waiving a substantial amount of fees including toll fees and administrative fees takes into account the delays in resolving the matter.

Discussion

- 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.

- 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.
- As a general observation, there also is no dispute between the parties that Mr M travelled on the toll roads on the dates that relate to the toll fees incurred. Where the parties differ is whether Linkt should be entitled to charge for toll road travel if subsequently Linkt has been slow in responding to the customers inquiries about payment of those tolls. The parties also differ in their view as to who was at fault in respect to the delay in resolving the matter before the dispute entered into the TCO jurisdiction.
- In my view, on the balance of probabilities there was some fault of Mr M in the delay in resolving the matter but also some fault with Linkt. It would seem that Mr M considered that the alleged conduct of Linkt after the toll travel should mean that Linkt waive completely all charges for the toll travel of the 4 vehicles. In contrast, Linkt in its offer to significantly reduce the charges to the customer in respect of the toll charges took into account the difficulties that were experienced by the customer in relation to the payment of the outstanding debts and the resolution of the dispute. In my view, the Linkt approach is to be preferred given all the evidence provided by each of the parties and the circumstances of the dispute.

Determination

- I am satisfied that, in the circumstances and on balance, Mr M has not established grounds or evidence for his complaint in respect to the non-payment of all toll fees for travel on the toll roads the subject of this dispute. Subject to my comments below about timeliness, given all the circumstances, I consider that Linkt's solution to resolving the dispute and what it has sought to offer the consumer in respect to the dispute is reasonable. This is on the basis that I note that Linkt, as part of the settlement waived a significant amount of administration and toll fees in relation to toll travel by 4 vehicles. That is, Linkt waived more than \$11,000 in fees and were requiring Mr M to pay only the toll fees and no administrative fees for only 2 vehicles.
- However, as a general observation, I do agree with Mr M that Linkt has taken too long to deal with the issues and seek to resolve the matter before that matter was in the TCO jurisdiction. This matter was being dealt with by the parties for 2 years before it came into the TCO jurisdiction. As discussed with Linkt previously, it remains of fundamental importance to consumers that their matters are dealt with in a timely and efficient manner both before and after the matter is

in the TCO jurisdiction. The onus is on Linkt to ensure effective turnaround times for these disputes both before and after the matter is in the TCO jurisdiction. However, I do note in the present case that some of the time delay before the matter was in the TCO jurisdiction was also attributable to Mr M's actions.

- I note also that when responding to consumers, Linkt have a responsibility to make entirely clear to their customers what are its processes and their potential impact on consumers.
- I also consider that Mr M has been reasonable in advocating his position and making representations in respect of the dispute.
- I remind the parties that under the TCO process, my decision is not binding on Mr M and that he can seek relief in any other forum.

Phillip Davies
Tolling Customer Ombudsman

Dated: 9 April 2025