

DECISION

Summary and outcome

- The complainant, Mr A, lives in Melbourne. Mr A has a Linkt Account. However, his original complaint in May 2025 was in respect to the visitor pass account he established in December 2024 and whether it was still operative or valid for various trips in subsequent months for toll travel. His complaint was also in respect of the lack of customer service delivery by Linkt for the payment of outstanding debts owed to Linkt in respect to this toll road use. His view was that all charges for the tollways travel should be waived in respect to each of the 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 months with Linkt to seek to have this matter resolved. Accordingly, Mr A suggests that given he has been trying to resolve this matter for some time. Mr A says he was disappointed with the way that Linkt engaged with him on this matter.
- Mr A 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 and after it came under the TCO Jurisdiction. Mr A also suggested that the delay by Linkt was causing him difficulties in dealing with and resolving matters with Eastlink.
- Mr A is also concerned about the way in which Linkt try to recover outstanding debts and from customers. In particular, one instance was, for example, using debt collectors to call him when the matter was on foot.
- In short, Mr A believes that Linkt's systems for resolving disputes with consumers generally are ineffective for a person in Mr A's circumstances. The dispute Mr A suggests is entirely due to Linkt's failure to communicate appropriately with him in this matter. Mr A has been in contact with the TCO over various months by email in relation to these matters.
- Presently, Mr A does not owe any amount to Linkt as Linkt waived all charges of Mr A in May 2025.

- However, Mr A has continually rejected Linkt's offer to settle the matter even though Linkt had made a number of offers including the provision of credits to Mr A. The credits were also in recognition of the significant delays in Linkt coming back to Mr A in respect to the issues he has raised. The proposed credits were also proposed to cover any difficulty Mr A had with Eastlink.
- Linkt's position was that generally its dealings with Mr A were professional and appropriate. They point out that they have proposed two settlement offers to Mr A. They point to the fact that they waived all toll charges for Mr A in May 2025. Linkt during the dispute correspondence process did apologise for its use of debt collectors trying to recover the debts whilst the matter was on foot.
- Linkt's view is that it has tried on numerous occasions to explain to Mr A what the rules and procedures are around the use of a visitors pass account and in certain circumstances the limitations to customers of the use of that account. Linkt, also 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 A. They also suggest that they pointed out the potential consequences if Mr A travelled on toll roads without a valid toll pass. Despite all this given all the circumstances of the case they waived all outstanding toll charges for Mr A.
- Linkt also suggested that their procedures for debt collections generally in this circumstance were measured and appropriate. However, they do note and apologise to Mr A that they had engaged debt collectors to contact Mr A whilst the dispute was on foot.
- Linkt considers that its settlement offers were both fair and reasonable in the circumstances. Linkt, point out they had been consistent in their settlement position in that they waived the toll charges of Mr A in May 2025 including administrative fee amounts owed by Mr A during the dispute process. Linkt also points out that the 2 settlement offers also involved providing Mr A with credits to his account. They also point out that they have apologised to Mr A for the delays during the TCO process.

Background

- The complainant, Mr A, first made a complaint to the TCO on 15 May 2025 (this was on the basis that the TCO brought it into his jurisdiction on that date) after several months of having discussions with the Transurban Customer Resolution team. However, the origin of the dispute is in respect to matters going back to toll road travel and account establishment in December 2024. The focus of the dispute for Mr A seems to be the amount of time that Linkt have taken to resolve the matter and that this has caused him great stress. In his view, this delay caused by Linkt outweighed the fundamental requirement of consumers to pay for travel on the toll roads. As it happened soon thereafter Linkt waived all toll charges owed by

Mr A in May 2025. The overall dispute raised by Mr A also involves his various interactions with Linkt and the communication processes of Linkt with consumers.

- The view of Mr A is that Linkt should justify its position. In particular Mr A 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 ultimately made settlement of the matter more difficult. Mr A also later in the process has suggested that Linkt's debt collection processes and dispute resolution processes are dubious and not best practice.

- In his application to the TCO, Mr A on 15 May 2025 stated that:

I have a complaint about my account and some recent toll invoices I received. The background:

I registered a visitor's pass in December - acc (1*****5)

A couple of months later I used your toll road again.

Concerned that perhaps my previous pass had expired, I logged back in in February and was pleasantly surprised that the account seemed active. As such, I put twenty dollars on the account and was under the impression I would be sorted for the tolls I used.

To my surprise today (27 March), I received an email reminder about unpaid tolls that each had a \$15 admin fee tacked on.

On calling your customer support, I was advised that my account had closed after only one month (i.e. in January); however:

1. The account on my end never appeared to be closed. Logging in today, I saw an alert saying 'pending closure' - however that implies it is NOT in fact closed yet [in any case I don't think that notice was there when I logged in on my phone in February]

2. If it was closed, why did it allow me to add \$20 onto the account in February? I note that money has disappeared from the account which now shows a \$0 balance.

I would like Linkt to consider how accounts look from the consumer's side and that this apparent closure is not transparent at all - in fact to the contrary, this is all quite misleading. I am happy to send screen shots of what this looks like from my end if you need.

As an adjunct, I'd like to bring to your attention how poor the IVR is when calling the company. There were five minutes of messages, often repeated, before I was able to be connected to someone (I'm not talking about hold time, I mean the 'press 1 for' kind of thing)

How do you think we can help resolve the issue? The customer service person offered for me to start a new pass, then they would transfer the \$20 onto the new

account and waive the admin fees as a 'once off goodwill gesture'.

This resolution seems fair enough in theory, however I'd like Linkt to acknowledge their poor processes and that the waiver of the admin fees is because of a fault with their systems not simply a 'one-off gesture'. A goodwill gesture would be waiving the tolls in their entirety and refunding my \$20.

— SUPPORTING INFORMATION —

Licence plate number: [W****6]

Linkt account number: (1*****5)

HOWEVER, since submitting the above complaint I have a further more serious complaint:

Despite clearly disputing liability for the tolls on the basis that I had no means of knowing the account was closed (or at least the admin fee tacked on to the toll):

I have continued to receive overdue notices and threats of enforcement activity from both Eastlink and Linkt

As a result, I followed up with a further message to Linkt on 1 April advising that I had submitted a complaint and requesting they urgently cease sending collections notices -- but have yet to receive a response

I also wrote to the Eastlink Customer advocate to advise of the dispute, and Eastlink got back to me that same day confirming they had put the outstanding tolls on hold until the outcome of my dispute with Linkt was resolved

On 17 April I received another overdue notice from Linkt advising that my account may be referred for debt collections/an infringement notice -- this is what has now prompted my submission to the Tolling Ombudsman

I am appalled that Linkt does not seem to have any process to place a hold on collections activity when they receive a complaint/dispute

This is not in line with industry standards across the finance and utilities sectors where enforcement activities cease whilst there is an open complaint

At best this is poor industry practice on Linkt's part, however I believe this may also be a violation of the ACC/ASIC debt collections guidelines

Furthermore, I suspect this is a systemic issue on Linkt's part as the Eastlink Customer Advocate advised they had no way of knowing I was disputing Eastlink tolls that did not register on my Linkt account.

This indicates they have no process in place to alert their commercial partner to disputes so that collections activities can be placed on hold

LASTLY,

On 30 March I created a second Linkt account (1*****2)

Citylink tolls are registering on that account, but several Eastlink tolls did not

This has resulted in further Eastlink toll invoices with administration fees tacked on -- despite me now having two Linkt accounts that to all external appearances are open and operational

Response Received?: I have not received any response from Linkt

What would you like to happen?: 1. First and foremost, I expect any collections/debt enforcement activities to cease immediately whilst this matter is being reviewed.

2. In light of the frustration and time I have now had to spend contacting Linkt numerous times, contacting Eastlink and now contacting the TCO -- I would like all tolls to be covered by Linkt.

3. At the very least, I would like Linkt to waive/cover all administration fees for all open toll invoices for Citylink and Eastlink.

4. I would like the TCO to consider whether the debt collection guidelines or good industry practice has been breached, and whether non-financial loss or punitive compensation is due as a result."

- In response to the TCO response to the application of Mr A, Mr A on 15 May 2025 stated that:

"Hi Phillip,

Thank you for your email.

I've since had further contact with Linkt and concede I was wrong on some issues, whilst asking for a further response on others (namely their debt collection practices).

I replied to Linkt's written IDR response on 13 May 2025, I asked them to respond by 15 June.

As such, I'm happy to hold off on any progression with the TCO until Linkt either responds to the latest email, or until the 15th of June passes.

I apologise for the run-around with your office. Let me know your thoughts.

- The TCO in response to Mr A on 15 May 2025 indicated that the matter should be brought into the jurisdiction of the TCO as the matter was taking too long to resolve.
- In response Linkt on 23 June 2025 stated that:

"“I sincerely do apologise for the significant delay in responding and resolving your complaint with Linkt.

It is also regretful for us to hear that you were still getting contacted by our collections and debt collection agencies while the complaint is still open.

We have a significant backlog of complaint cases and not enough staffing resources to handle them in a timely manner at the moment.

I can see that you have set up the new Prepaid Linkt Melbourne account on the 24 March 2025. For that reason, I propose to credit your account by \$200 in order to cover you for the Eastlink toll invoices you have accrued as advised to the TCO on 22 April 2025. Can you please respond with your acceptance, and I will get that done right away. Effectively, the Eastlink toll invoices can be transferred to your Linkt Melbourne account, and it will be covered with the credit.

I do appreciate the feedback you've provided in relation to the Visitor's Pass and how it appears still open on our self-service channels when in fact it has lapsed.

I will pass that feedback along to the relevant team within Linkt to look into further.

I also appreciate the observation you made in relation to our systemic debt collection process especially in the context of complaints and TCO disputes which involve third parties such as Connect East. We endeavour to address this internally to prevent customers having to go through a poor customer experience like this in the future.

I look forward to hearing from you in relation to the go ahead for the \$200 credit to your Linkt Melbourne account to cover those Eastlink toll invoices.”

- Mr A responded to Linkt on 23 June 2025:

“I do not find the response acceptable.

It does not touch on the attached submission at all! They hadn't even read it based on that response. I guess I shouldn't be surprised; however, given the seriousness of the claims contained therein -- I thought it'd catch someone's attention...

I reiterate that I think Transurban is in breach of the agreement it reached with the Department of Treasury to adhere to ASIC debt collection guidelines. For the reasons contained in my letter, this is likely a systemic issue that is bigger than my individual dealings with them.

The issues hinge on interpretation of the regulatory frameworks/agreements referenced in my letter and I'm not amenable to negotiation/conciliation.”

- Mr A on 1 July 2025 provided further comments suggesting:

“They have had plenty of time and I've made things easy for them by clearly laying out all the issues in a readily digestible format. I also want to comment that it is quite damning that they disclosed that they have insufficient resources to respond to Ombudsman complaints (or even read them apparently).

Transurban receives significant public revenue due to their contracts with the state Government. As set out in my submission, this privileged position entails a formal agreement that Transurban should have effective and fair debt collection practices that comply with the standards of good industry practice outlined by the ACCC/ASIC. Their systemic inability to appropriately respond to disputes is intertwined with their failings in this matter and represents a breach of public trust.”

- Linkt responded to Mr A on 3 July 2025 by email:

“After further investigations we see that Mr A lodged a complaint with Linkt online on the 27 March 2025.

On the 1st April 2025 he wrote back to advise he received an overdue notice and asking for collections activity to cease while his complaint was on foot.

A complaints/resolution case worker was assigned to Mr A’s case on the 28 April 2025 with subsequent contact made with him.

Therefore, unfortunately from the 1st April to 28 April 2025 due to a lack of staffing resources and the significant backlog of complaints cases, no action was taken in relation to pausing collection activities for the toll notices as requested by Mr A.

We sincerely do apologise and regret that outcome eventuated as it wasn’t intentional.

We hope Mr A considers accepting our offer of a \$200 credit to his Linkt account to cover the Eastlink toll invoices he’s incurred.

We are currently addressing our staffing and complaints handling processes to try and mitigate the risks of such incidents happening to other customers in the future.

We hope Mr A accepts our apology and offer in settlement of his complaint.”

- Mr A responded to the email of 3 July 2025 on the same date to the effect:

“A few comments:

1. Linkt's latest response confirms my claim that they do not have a process in place to flag complaints at time of lodgement to ensure they are not contacting consumers about disputed debts. Hence, this proves it is a systemic issue that has/will continue to cause widespread breaches of Section 13 of the ACCC Debt Collection Guidelines.
2. The respondent seems to be of the misunderstanding that it was only questionable to send collections notices because of my email of 1 April requesting that they cease doing so -- as if the poor conduct was merely a generic failure to action a request. Rather, my email of 1 April was a reminder of their obligation to cease collections in the circumstances. This misconception substantiates my claim that their staff are insufficiently trained on the regulatory framework surrounding debt collection (or are perhaps indifferent towards it).

3. This response implies that Transurban acknowledges that the overdue/final notices are 'collections activity' (and hence fall under the Debt Collection Guidelines).
 4. There is little critical engagement with the specific claims made in my letter of 14 May. As one example, they do not offer any response to my point that their processes are insufficient to comply with the [Minimum Requirements for Toll Road Operator Debt Recovery Arrangements](#) settled upon with the Vic Government.”
- On 15 July 2025, Linkt again responded to Mr A and stated:

“We understand and appreciate the points Mr A has raised in relation to our debt collection processes.

They are fair and valid considering the experience he's had.

As our previous response highlighted, it was unfortunate and unintended that he was contacted by a debt collection agency while his complaint was on foot. We were transparent in terms of the reason why that occurred and acknowledged the oversight on our part. We also advised that we are taking internal measures including bolstering staffing resources to prevent the issue in the future.

We apologise to Mr A for the unfavourable experience he had and appreciate his feedback regarding our debt collection obligations in reference to the ACCC Debt Collection Guidelines. We hear his concerns loudly and are doing our best to address those shortcomings with the resources we have.”
 - Mr A responded to Linkt on 24 July 2025 on the following basis:

“I don't accept their latest response I'll just make a couple of comments:

 1. Throughout this dispute, Transurban has time and again referred to the fact that they have insufficient staffing resources to respond to disputes effectively. I find this to be a startling admission. Transurban is a wildly successful company that is the beneficiary of billions in public revenue through lucrative Government contracts. These deeds have come with commitments that Linkt deal fairly with consumers within prescribed standards of practice (e.g. the *Minimum Requirements for TRO Debt Recovery Arrangements* I've referred to repeatedly). Transurban surely does not lack the resources to comply with their obligations and ensure effective dispute resolution; I can only infer that it is low on their priorities.
 2. I want to emphasise that in their previous responses to the TCO -- Transurban has confirmed that they did not merely neglect the *Guidelines* in my particular case, but that their processes are insufficient to prevent this kind of breach (i.e. by not having any system in place to flag disputed debts when complaints are lodged and prevent collections activity). It is the insufficiency of their debt recovery processes which cause them to contravene the *Minimum Requirements*.”

- During August to October 2025, the TCO had a series of discussions separately with both Linkt and Mr A seeking to settle the matter. The TCO also at the end of the discussions asked Linkt to put in writing the status of their investigations on the matters raised by Mr A and set out clearly their final position on the dispute.

- Linkt responded on October 17 2025 that:

“This is currently being journey mapped by one of our Senior Agents. Due to the length of the complaint, this is taking some time to ensure a thorough and comprehensive review of all events so that we provide the correct resolution noting the escalation to determination. An update on this matter will be provided next week.”

- The TCO followed up Linkt in early November as it had been indicated by Linkt that they would have a reply then. After a further response from Linkt on the back of TCO pressing for a response in mid-November Linkt on 21 November 2025 indicated that:

“Thank you again for your patience and for continuing to liaise with us regarding Mr. A’s complaint. We acknowledge Mr. As’ frustration of the issues raised.

Reason for delay

The reason for the delay in getting back to you regarding an outcome is because we are currently reviewing matters in more detail with our legal team.

Next steps

Once we hear back from our legal team, we will send you a response to send to Mr. A.

ETA for Resolution

We expect to have a resolution for Mr. A by Wednesday 26th November 2025, and we will provide you with this outcome.”

- Linkt as promised by email provided a full response to Mr A on 26 November 2025:

“Thank you again for your patience and for continuing to liaise with us regarding Mr. As’ complaint.

Summary of Findings

Mr. A created a Visitor’s Pass account in December 2024, which expired in early January 2025.

He continued to travel on toll roads in February and March 2025, resulting in three toll invoices (1*****4, 1*****8, 1*****0)."

On 27 March 2025, he called the Linkt call centre and expressed surprise that he had been issued with toll invoices when he had valid pass. The agent explained that the pass expired in January but there was \$20 on the pass. The agent recommended that Mr A open an account so that the \$20 could be transferred to the account, and that the toll invoices could be transferred to the account and the admin fees waived. Mr A did not accept that solution on the call and said he would write an email instead, which he did.

On 1 April 2025 Mr A emailed Linkt, requesting to pause enforcement activity.

Despite this, final toll invoices for Mr A's February and March trips were issued on 4, 7, and 22 April respectively.

All three invoices were subsequently waived as a gesture of goodwill.

Mr A had a call with Linkt Customer Resolutions on 9 May 2025 and Linkt's position (and the waiver of toll invoices) was confirmed by email on 13 May 2025.

\$20 from the expired Visitor's Pass was transferred to Mr As' new Linkt account in May 2025.

Our Position

We do not accept that Linkt breached the ACCC debt collection guidelines. On Mr A's 27 March call with the Linkt call centre, the customer service agent investigated his complaint and explained why he had received toll notices (his visitor pass had expired). Liability for the toll notice debt was confirmed at that point.

However, we acknowledge that we have at times been slow to respond to the issues Mr A has raised, which has contributed to Mr A frustration. We sincerely apologise for that.

Although Mr. A previously declined our offer of a \$200 credit in recognition of the inconvenience he has experienced, we remain open to providing this should he reconsider."

- Mr A responded to Linkt on the same day on the following basis:

"I intend to rebut their claim, but since their position hinges on this phone call of 27 March-- they should provide a copy of the recording and the file notes from their CRM software so we may both review. Afterwards, I'll provide comment."

- Linkt on 4 December 2025 provided the call recording as requested by Mr A and stated:

“The following is our response to Mr A:

Please find attached the actual call recording of the conversation you had with the agent on the 27 March 2025 along with the file notes created on that call.”

- Mr A responded to Linkt on 14 December 2025 by letter stating in part:

“Thank you for obtaining the call recording and file notes from Transurban. This letter is in reply to their email of 26 November.

I note that over the months, Transurban have provided numerous reasons for why they continued collections activity before they responded to the complaint. This includes:

- that they didn’t consider the overdue and final toll notices to represent collections activity as it hadn’t been referred to an external agency (per my phone call with the complaints officer on 9 May)
- that they acknowledged collections activity occurred while the complaint was open, and this was due to a backlog of cases/ insufficient staffing resources (per their emails of 23 June and 2 July)
- that they acknowledged my concerns about debt collection guidelines but are “doing our best to address these shortcomings with the resources we have” (email of 15 July)

Only now, many months later, do they claim that they did in fact respond to the complaint back in March and hence collections activity was permitted. As will be set out below, this claim so lacking in merit that it’s difficult to describe it as anything other than vexatious. Especially given they delayed four months in providing it.

The initial complaint

My initial complaint was sent via email to Transurban after the phone call of 27 March 2025. To summarise, I disputed that:

1. Transurban misrepresented the status of my account as it appeared active on my end via the online account portal. This misrepresentation was reinforced by the fact that the portal allowed me to pay \$20 onto the account
2. I acted on this misrepresentation and travelled on the toll roads – thinking the \$20 I had paid onto the account would cover the Eastlink and Citylink tolls. Given I had made payment onto the account – it should be reasonably apparent that I would have opened a new account if Linkt had adequately disclosed that it was closed.
3. Having relied on this misrepresentation, I incurred a loss (the administration fees tacked onto the toll invoices I would receive in the coming months)

In their email of 23 June, Transurban acknowledged my concerns, saying:

I do appreciate the feedback you've provided in relation to the Visitor's Pass and how it appears still open on our self-service channels when in fact it has lapsed...I will pass that feedback along to the relevant team within Linkt to look into further.

Transurban would later add a warning on the online account portal - seemingly acting on that feedback. Either the timing is coincidental, or they recognised the validity of my complaint. See below for how the account initially appeared when I logged-in in February vs how it appears now:

On 13 May, Transurban provided a written response to the complaint affirming that they had sent an SMS & email advising that the Visitor's Pass had closed in December.

While I don't think this necessarily abrogates Transurban of their responsibility to accurately represent the account in the online portal- I was nonetheless willing to accept responsibility for the tolls as I acknowledged I should reasonably have known the account closed due to the SMS & email they sent. I asked that they reinvoice those tolls and that I'd pay them.

At this stage, I was more concerned with their debt collection practices and wanted the TCO to focus on that particular issue.

Hence, I replied on 14 May accepting liability for the tolls but with further complaint about their debt collection practices (which subsequent correspondence through the TCO has been concerned with).

The call of 27 March did not represent an investigation or response to the complaint

I was confused when I first started receiving the overdue toll notices. I called Linkt's customer service on 27 March to clarify what was happening. I did not yet have a complaint as I did not suspect that the account had closed – in fact per the call recording, I start the call by saying – “I have an enquiry” (i.e. not a complaint). The customer-service person advised that my account had closed in December and offered to waive the administration fees and transfer the balance I had paid into the visitor pass onto a new account.

Only then did I state the basis of my complaint (e.g. that the account did not appear closed on my end and accepted payment etc...). I indicated that I would lodge a complaint by email and ended the call.

Transurban's position that this conversation represented an investigation of the complaint and confirmation of liability is quite frankly absurd. The customer service representative could not possibly have investigated the dispute as I had not yet made the complaint – I only sent the complaint via email later that afternoon after the call had ended.

Lastly, I note that the staff member logged the interaction in their CRM as an 'enquiry'.

A mere affirmation of liability is not sufficient to discharge Transurban of its responsibility to investigate the dispute

Being charitable and trying to interpret Transurban's position in a way that makes sense -- they appear to be saying that an affirmation of liability by frontline staff is sufficient to absolve them of their responsibility to respond to a complaint made after said affirmation of liability occurred. This interpretation is flawed and

demonstrably at odds with the ACCC/ASIC Debt Collection Guidelines (the Guidelines).

Section 13 of the Guidelines clearly contemplates that liability disputes must be properly investigated – ‘properly’ being the key qualification. A 2-minute phone call in which the call centre representative read the account status off their screen cannot be construed as a ‘proper investigation’ of a debtor’s dispute (*which hadn’t even been made yet in any event*).

My reasoning is validated by the Federal Court’s judgement in [ACCC vs Panthera Finance \[2020\]](#):

In this case, three consumers disputed liability for debts being sought by Panthera Finance

These debtors had spoken to frontline collections staff at Panthera who affirmed the debtor’s liability in each instance and resumed collections activity

Nonetheless, as part of their joint submission with the ACCC - Panthera conceded that they had contravened Section 13 of the ACCC Debt Collection Guidelines as properly investigated the debtors claims prior to said affirmation of liability by their collection’s agents.

The logic here is transferrable. Even if the TCO were to accept that the call centre representative had affirmed liability of the debt on 27 March – this cannot possibly be considered a ‘proper investigation’ and does not absolve Transurban of their obligation to investigate the complaint that was submitted later that evening via email.

Consequently, notwithstanding the phone call of 27 March, Transurban still had a responsibility to respond to the complaint prior to issuing their overdue and final toll notices. As they failed to do so, they were in breach of the Guidelines.

Transurban’s dispute resolution process is flawed and allows for widespread contraventions of the Guidelines

Time and again while this matter has been before the TCO – I’ve stated that the circumstances of my complaint demonstrate systemic issues with Transurban’s dispute resolution and debt collection practices. My arguments do not necessarily hinge on whether they breached the Guidelines in my particular case. Yet again, Transurban have failed to address this point.

In their email of 26 November, Transurban tacitly acknowledges that they have a responsibility to respond to complaints before issuing the overdue and final toll notices. They accept they would have been in breach of the Guidelines had they not investigated the complaint – which they say they did on 27 March:
We do not accept that Linkt breached the ACCC debt collection guidelines. On Mr A’s 27 March call with the Linkt call centre, the customer service agent investigated his complaint and explained why he had received toll notices (his visitor pass had expired). Liability for the toll notice debt was confirmed at that point.

As set out above, their position in respect to my dispute is misconceived; however, even if the TCO were to accept their reasoning -- please indulge a few hypothetical scenarios demonstrating that their processes are nonetheless flawed: Let’s say I never called on 27 March -- instead sending the complaint via email in the first instance.

As confirmed by Transurban, they do not have a process to place a hold on collections once a complaint is received but instead wait on a case manager being assigned (which in my case took 40 days).

They would have still sent the Overdue and Final toll notices. These notices were automated – it's not as if someone from their office reviewed my complaint but decided they had already responded to it on 27 March and were thus entitled to send the collections notices.

Another hypothetical scenario– let's say that a domestic violence victim submits a complaint via email that their ex-partner stole their car and is responsible for the tolls. As there is no mechanism to place a hold on the account - they too would have been issued Overdue and Final notices demanding immediate payment, tacking on additional fees and threatening infringement notices if it remained unpaid.

As Transurban do not have a process to place a hold on collections activity at lodgement of the dispute, they have no way of preventing collections activity on disputed accounts – including for any vulnerable consumers. As such, the issue is systemic and has likely adversely impacted many, many account holders (and will continue to do so unless they revise their process).

After eight months, Transurban still haven't addressed this point head-on. I assume this is because they are unable to refute my claims.

I once more reiterate that this systemic flaw in their debt collection practices represents a contravention of clause (b) of the *Minimum Requirements for Toll Road Operator Debt Recovery Arrangements* they agreed upon with the Victorian state Government as part of the West Gate Tunnel project.

Next steps

At this stage, I ask the TCO to intervene and provide a Determination. At the very least, I ask the TCO to provide some comments as to how they view the issues and what the outcome will likely be based on the available information.

Thank you for your consideration. I understand I'm unlikely to hear back until after the holiday period. I hope all involved enjoy their Christmas break and wishing everyone a happy new year".

- Linkt in early January 2026 confirmed that they had no further response to Mr A.

Current Position of the Parties

- In short, Mr A wants 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. In his words this is irrespective of whether Linkt has breached any debt collection guidelines Mr A also wants an acknowledgement from Linkt that their debt collection process and dispute resolution process is flawed.
- Linkt states, whilst it understands Mr A is frustrated that this matter has taken some time to resolve, it considers it has dealt with Mr A appropriately. Linkt considers the various interactions with Mr A over the last 2 years (including in

particular waiving all toll charges incurred by Mr A) indicates its desire to seek to assist Mr A and answer his questions. It notes also that it has made two offers to settle the matter including one more recently. These offers both included providing credits to Mr A to take into account the delays in resolving the matter. Linkt categorically reject Mr A's allegation that it has breached ACCC debt collection guidelines. Linkt also points out that it had apologised to Mr A for engaging the debt collection agencies to collect the debt whilst the matter was on foot.

- Linkt has also acknowledged during the dispute that the resolution of the dispute has taken too long but was due to a staff shortage and they apologised accordingly.

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 is no dispute between the parties that Mr A travelled on the toll roads on the dates that relate to the toll fees incurred. Both parties acknowledge that Linkt has been very slow in responding to Mr A's queries. Both acknowledge that Linkt has waived all the toll charges and admin fees in respect to the toll road travel by Mr A. The parties differ in their view as to whether Linkt have been clear in their responses to Mr A about their processes in respect to debt collection and dispute resolution. The parties are at odds as to the appropriateness of the debt collection processes of Linkt including the use and management of the debt collectors by Linkt.
- In my view, on the balance of probabilities it would seem that. Mr A was genuinely disappointed about Linkt's debt collection process and more generally its dispute resolution process. In contrast, Linkt considers Mr A should acknowledge that it had waived all of the toll charges owed by Mr A in this instance. It considers that its two offers of settlement representing providing credits to the Customer 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. It also took into account the time it took for Linkt to deal with the customers dispute both before it got into the jurisdiction of the TCO and after.

Determination

- I am satisfied that, in the circumstances and on balance, I am satisfied that, in the circumstances and on balance, Mr A has not established grounds or evidence for his complaint in respect to Linkt breaching the ACCC debt collection regulations. However, this is subject to my comments below about the issue of timeliness of Linkt seeking to settle the dispute and the Linkt debt collection processes particularly in relation to debt collectors.
- As a general observation, I do accept and Linkt accepted through the process Mr A's observation 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. 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.
- In addition, as a general observation, I do accept Mr A's observation that Linkt's debt collection process should be more transparent and should be clear to customers. I note that generally when responding to consumers, Linkt have a significant responsibility to make entirely clear to their customers what are its processes and their potential impact on consumers. Linkt in my view should take an even more stringent approach to communicating their process and having a transparent approach to debt collection for customers. This should be the standard for all debt collection measures including the use of debt collectors. As discussed with Linkt previously, it remains of fundamental importance to consumers that these matters are dealt with in a transparent manner both before and after the matter is in the TCO jurisdiction. The onus is on Linkt to ensure these issues are clear for customers. Once again, I am concerned about the use of debt collectors by Transurban and in particular the way they control and manage the debt collectors who are dealing with their customers. I have mentioned this as an issue that Transurban needs to remedy in previous recent determinations. As discussed previously with Transurban, the onus is on Transurban to ensure that its control and management of debt collectors is always appropriate and in all circumstances.
- On balance, 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 in respect to offering credits to Mr A's account and the waiving of the toll charges of Mr A. Having said that I would like Linkt to consider whether, given my comments above, especially in relation to the management of their debt collectors and how they interact with their customers, they may provide a further offer of more credits to Mr A in the present circumstances. I consider also that Linkt should go to Mr A directly about their debt collection processes and how they are seeking to improve these processes generally for customers.

- I also consider that Mr A has generally been reasonable in advocating his position and making representations in respect of the dispute. However, I think he should take into account and place more emphasis on the fact that Linkt has in these circumstances waived all toll charges the subject of the dispute and offered credits to him as a consequence of his difficulties in dealing with Linkt.
- I remind the parties that under the TCO process, my decision is not binding on Mr A and that he can seek relief in any other forum.

Phillip Davies
Tolling Customer Ombudsman

Dated: 29 January 2026