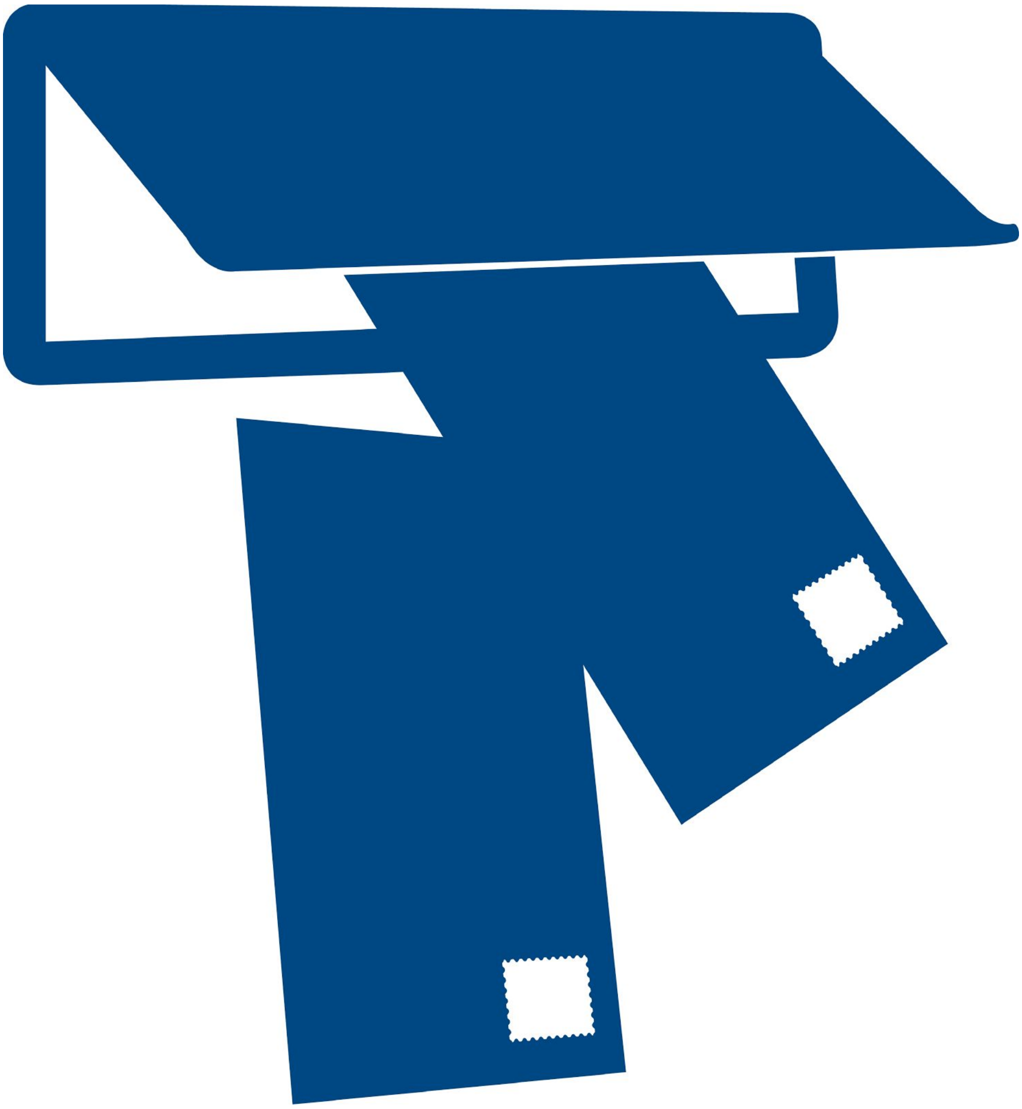
Falling behind

An assessment of debt collection practices in the mobile phone market



citizens advice

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Executive Summary

When it comes to collecting debts from their customers, many industries have adopted fairer practices in recent years. Citizens Advice has worked closely with regulators and firms to make debt collection fairer, particularly in energy, water and financial services. The mobile phone sector, however, has lagged behind. This is not surprising when we think that mobile phone costs have been falling, bills are smaller than for other utilities in any case, and mobiles were a luxury until barely 20 years ago - there hasn't been the same pressure to act. But now, as mobiles become more essential, and debt problems rise amongst young people, we believe the time has come for the mobile industry to clean up its act.

These concerns prompted Citizens Advice to carry out a review of debt collection practices in the mobile phone market, drawing on unique data gathered from across the Citizens Advice service:

- an analysis of 157 evidence forms - detailed descriptive accounts of complex cases - submitted by local Citizens Advice.
- an analysis of detailed information on 26,600 mobile phone debts held by Citizens Advice clients with complex debt problems.
- a survey of 259 debt advisers conducted in July and August 2015.

In this report we set out the findings of this review. In section one we highlight the systemic issues encountered time and again by our advisers when helping clients to resolve their mobile phone debts. In a number of cases the policies and practices of the mobile phone network had actually played a significant role in the consumer falling into debt in the first place. These cases largely fall into three categories: inappropriately extended credit, unclear contract exit procedures and the unfair treatment of victims of crime.

However, the majority of the cases we examined point to cumbersome, inadequate debt collection processes which act as a barrier to attempts by customers and their advisers to resolve debt problems. Three themes emerged from our analysis of these cases: disproportionate and inflexible debt collection processes, poor dispute handling and inadequate communication systems.

These systemic issues are not unique to the mobile phone sector - successful action has been taken to tackle similar problems in the water, energy and financial services markets. In the second and final section we therefore consider whether similar steps could be taken to address these problems in the mobile phone market. We make the following recommendations:

1. Ofcom should **review the way networks assess the affordability of contracts** before sale.
2. Mobile phone networks should be required **to ask consumers to set limits on their spending** for all services at point of sale.
3. The Department for Culture Media and Sport should work to create a real, **industry-wide per MB cap on non-EU roaming charges**.
4. The current voluntary cap on consumers' **liability for bills built up after their phone has been stolen should be made compulsory and reduced to £50**.
5. Ofcom should **introduce a system of gaining provider led switching** which protects consumers from errors made in the contract cancellation process. This system should include a guarantee that consumers will be compensated for losses which are the result of network errors.
6. Networks should **separate the service and handset elements of mobile phone contracts**
7. **Ofcom should extend General Condition 13 to require mobile phone providers** to publish the steps they will take to recover unpaid debts and ensure that all debt collection activity is proportionate.
8. Ofcom should **issue detailed guidance to companies on debt collection**.
9. Mobile phone networks should **inform consumers of sources of free debt advice** when they first experience financial problems, and provide dedicated points of contact for advice agencies

Introduction

Affordability, arrears and the treatment of customers in financial difficulty have been the subject of intense scrutiny and debate across a number of essential services markets over the last decade - most notably in the financial services, water and energy sectors. A combination of strong regulatory action and a growing willingness amongst firms to work in partnership with Citizens Advice and the wider debt advice sector have led to tangible and substantial improvements in the treatment of people in financial difficulty.

For instance, in both 2008 and 2010 Ofgem worked with consumer groups to conduct reviews of energy supplier's policies on debt and disconnection.[1] This work has led to the formulation of high level principles of how the companies can proactively take into account consumers' ability to pay. These included expectations that companies would improve their communication practices, train staff to be able to assess consumers' wider circumstances, and offer customers a variety of debt management solutions, including prepayment meters. The positive results of such action are clear: despite rising prices and stagnant earnings the number of disconnections for non-payment of energy debt fell by over 90% between 2010 and 2014.[2]

We are yet to see the same level of scrutiny and engagement in the mobile phone market. To some extent this is understandable. Research carried out on behalf of Ofcom found that only 14 per cent of consumers have ever experienced difficulties paying for a communications service.[3] At a time when gas and electricity prices have made affordability increasingly pressing political and regulatory issue, the average annual spend on mobile phones has actually been falling.

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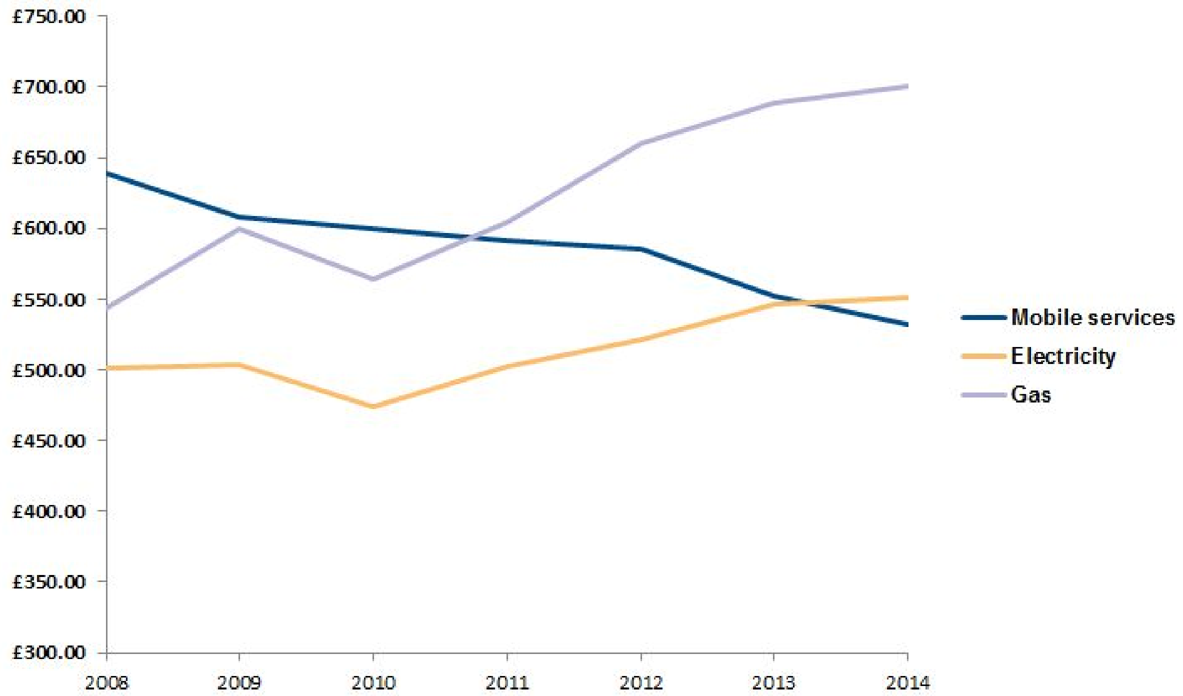
[1] Ofgem, Review of Suppliers' policies on debt management and prevention (2010)
[2] Ofgem, *Domestic Suppliers' Social Obligations 2014* (2015).
[3] Jigsaw Research, *Affordability of Communications Services Essential for Participation: Quantitative Research* (2014)

Figure 1: Mobile bills have fallen in real terms while the cost of other essentials has risen

Average annual cost of mobile phone, electricity and gas bills (£)



Source: Citizens Advice analysis of Ofcom (August 2015) The Communications Market Report data (Fig. 1.12), DECC (December 2014) Average annual domestic electricity bills by home and non-home supplier and Decc (December 2014) Average annual domestic gas bills by home and non-home supplier (December 2015).

In addition, although households are slightly more likely to be in arrears to their mobile phone network than their gas or electricity company - 6.4 per cent of mobile phone customers were in debt to their network in 2013, compared to 5.7 per cent of electricity customers and 6.2 per cent of gas customers - the debts tend to be smaller.[4] At £54, the average mobile phone debt is significantly lower than the average electricity (£406) or gas (£466) debt.[5]

However, there are a number of features of the mobile phone market today which mean that demanding high standards in debt collection practice should be as much a priority here as in other utilities and financial services:

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[4] Ofgem, *Domestic Suppliers' Social Obligations 2013* (2014). Ofcom, *Results of research into consumer views on the importance of communications services and their affordability* (2014).

[5] Ofgem produce several different average debt figures. The one used here is arrears, defined as 'the average amount owed by consumers who have a bill outstanding for three months or more but are not on a formal repayment arrangement.' This may not be directly comparable with the figures for mobile phone, as Ofcom themselves note that 'not all providers calculate the average debt owed per indebted consumer in the same ways.'

- First, mobile phones have evolved from a luxury product into an essential part of modern life. Over 90 per cent of people now own one, and for an increasing proportion of the population their mobile phone is their sole communications service. Low income households are more than five times more likely to be 'mobile only' than the highest earning households - raising a question of equity. One in three people also rely on their mobile phone as their primary means to access the internet.[6] As mobile phones become ever more integral to modern life, the potential implications of mobile phone debt and disconnection become more severe.

- Second, the impact of mobile phone debt on a consumer's financial situation can be severe and long term. When a contract includes a handset it effectively functions as a fixed term loan, with the cost of the phone being paid off over a set number of monthly instalments; mobile phone contracts are credit agreements by another name. This has been recognised by some mobile providers, who, when dividing the mobile service and handset costs into separate contracts, have classified the latter as a consumer credit agreement. Even when contracts are not classified in this way, consumer's payment histories are shared with credit reference agencies. This means that problems paying mobile phone bills can influence consumers' ability to access credit in the future.

- Finally, there are also reasons to believe that mobile phone debt may grow as a problem in the future. As Citizens Advice noted earlier this year, the UK is currently seeing a growth in levels of unsecured debt in general and in consumer arrears in particular - a trend which is particularly marked amongst young people.[7] Our data suggests that mobile phone debts are particularly problematic for this age group- telephone and broadband debts are the second most common debt issue for clients aged between 17 and 24. Only council tax debts were more common. Young people aged 16-24 are also more likely to live in a mobile only household (28 per cent compared to 11 per cent of 44-66 year olds), making the potential consequences of mobile phone debt and disconnection more severe.

There are already worrying indications that the failure to mirror the decisive action taken in other essential markets in the mobile phone market is having a detrimental impact on the consumers of mobile phone services. Advisers across the Citizens Advice service helped people with 1.5 million debt issues last year,

[6] Ofcom, *The Consumer Experience 2014* (2015)
[7] A. Pardoe, J. Lane, P. Lane and D. Hertzberg, *Unsecured and insecure? Exploring the the UK's mountain of unsecured personal debt - and how it affects people's live* (Citizens Advice 2015)

including 60,000 telephone and broadband debts. The data gathered from these interactions gives us unrivalled real time insight into the problems people encounter in markets on a day to day basis and the ability to look across markets and draw comparisons.

Our advisors report a growing concern that debt collection practices in the mobile phone market are falling significantly short of those seen in markets which have been subject to stronger regulatory action. They tell also us that mobile phone networks are amongst the most difficult and inflexible of all the private sector creditors when it comes to trying to negotiate a sustainable solution on behalf of their clients.

These concerns prompted us to conduct a review of debt collection practices in the mobile phone market - drawing on unique evidence gathered from across the Citizens Advice network. In this report we present the findings of this analysis.

In section one we first highlight the market features and practices consistently identified by our advisers as contributing factors in consumers accruing problem debts. We then turn to those which act as a barrier to consumers reaching a sustainable solution once a debt has been accrued. In section two we consider whether measures introduced in comparable markets, including energy, water and financial services could usefully be replicated in the mobile phone market to tackle these systemic issues.

Chapter 1: A review of debt collection practices in the mobile phone market

Citizens Advice helps people with over 1.5 million debt related problems every year. Through this work we gather an unparalleled range of evidence and insight into the behaviour of creditors, and the effect that they can have on individuals in debt. In this chapter we present the findings of an analysis of our evidence of debt collection practices in the mobile phone market.

We first highlight the market features and practices consistently identified by our advisers as contributing factors in consumers accruing problem debts. We then turn to those which act as a barrier to consumers reaching a sustainable solution once a debt has been accrued.

The analysis in this chapter is based on three sources of data:

- **An analysis of detailed information on 26,600 mobile phone debts held by Citizens Advice clients**. Clients with complex debt problems often require in-depth face to face debt advice. Detailed information on the income, expenditure and debts of these clients is recorded on a case management system. The details of 26,600 mobile phone debts, held by 15,400 individual clients, totalling nearly £11million were recorded in this way between Q1 and Q4 2014/15.

- Local Citizens Advice advisers submit more detailed descriptive accounts when a client's case is intractable and requires a change in policy, practice or law. Last year we received 50,000 of these **'Bureau Evidence Forms'** (BEFs). Between 1st August 2014 and 31st July 2015 advisers sent in 157 evidence forms about unique cases of mobile phone debt.[8] An analysis of these cases forms the basis of the analysis presented in this chapter. The case studies in this chapter are also drawn from these evidence forms.

- **A survey of 259 debt advisers conducted in July and August 2015**. This survey asked respondents to compare their experience of working with 11 different types of creditors, from both the public and private sector - including mobile phone networks.

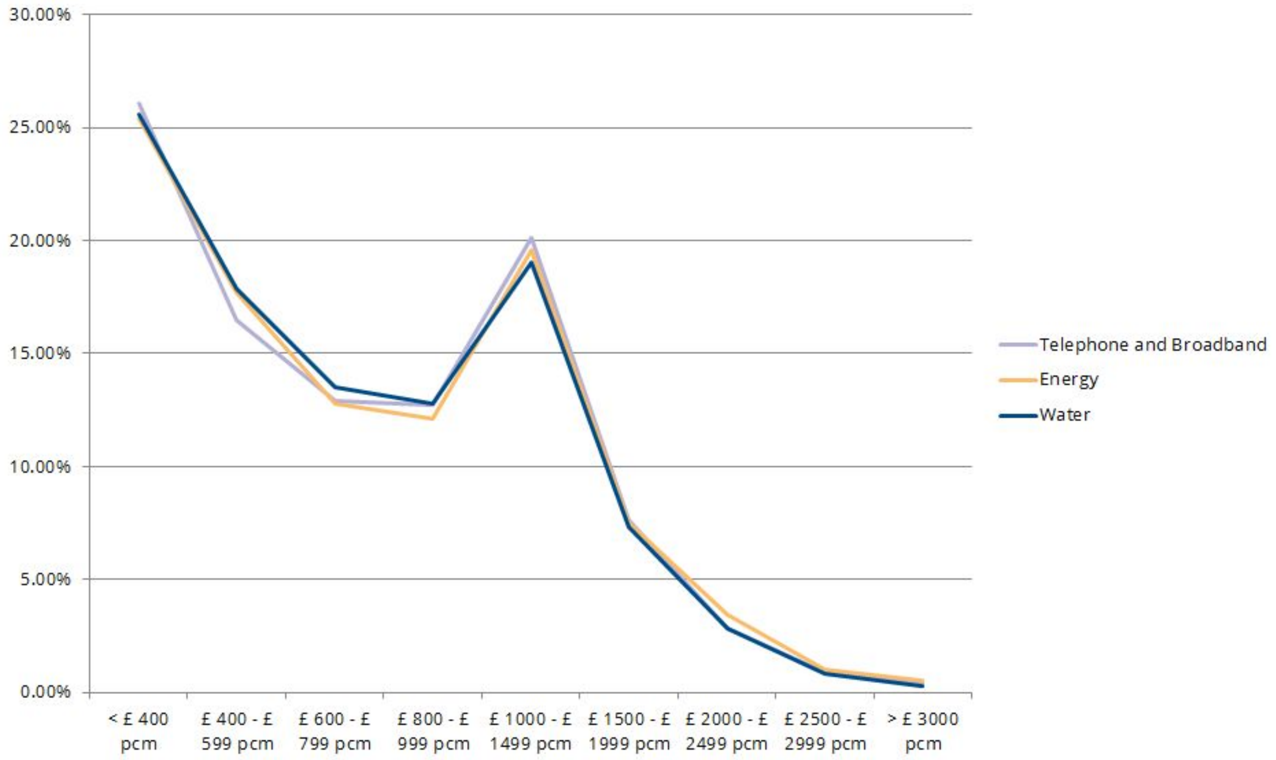
[8]Cases were only included if they had reached the point where the consumer was in arrears and/or being pursued for the debt. This means that some examples of the problems with commonly lead to debt (such as theft, or an unexpectedly high bill), were excluded because they had not yet reached this stage.

1. The causes of debt

There is no comprehensive research on the causes of mobile phone debts, but our client data gives us little reason to think that they are substantially different to the causes of other consumer arrears. The income profile of the people who come to us with problems with telecommunications debts is almost exactly the same as for those who come to us with energy and water debts; they are also similar in terms of employment status and housing tenure.

Figure 2: The income profile of clients with mobile phone debts mirrors that of debts in other utilities

Income profile of Citizens Advice clients with telephone and broadband, energy and water debts



Source: Citizens Advice client profile statistics for the year 2014/15

The only notable difference is that clients with phone and broadband debts are likely to be younger. In the last financial year 14 per cent of such clients were under the age of 24 compared with six per cent for both energy and water. We can not be entirely certain why this group of consumers are so much more likely to get into debt to their telecoms provider than to other utilities. It could be a transitory problem, reflecting the specific financial pressures experienced by young people, including which services they are most likely to be responsible for paying for themselves. Alternatively, it could be the sign of a new set of consumer behaviours, indicating that mobile phone debt is likely to grow as a problem in the future. However it seems likely that the majority of mobile phone debts are currently caused by general financial pressures on consumers, such as squeezed income, tightened access to mainstream credit, or sudden changes in circumstances such as unemployment or ill health.

The cases in the evidence forms do, however, point to some problems specific to the mobile phone contract market which can cause consumers to inappropriately, and sometimes unknowingly, build up otherwise avoidable debts:

- **Inappropriately extended credit**

Mobile phone contracts can be a significant financial commitment. When signing up to a contract consumers are committing themselves to monthly payments which can total several hundred pounds over a period of up to two years. In addition, the use of 'out of bundle services', for example making international calls or exceeding the monthly data allowance, can lead to bills of thousands of pounds.

Several of our evidence forms described situations where the provider had not made a reliable assessment of whether the consumer was in a position to be able afford their bills, either when selling a contract or as the costs of individual bills grew. This led to consumers entering into contracts that they could not afford and building up unrepayable monthly bills.

There were several examples in the cases we analysed of people taking out multiple mobile phone contracts despite already being in debt to a mobile phone company. Our money advice data suggests that these cases are not exceptional - over a third (36 per cent) of clients who received in depth debt case work had more than one mobile phone debt. For instance:

> Greg came to his local Citizens Advice with over £3,000 in debts across six different phone contracts. Greg had bought a new phone, with a new contract every year, and had been able to do so despite outstanding debts on his existing contracts.

Mobile phone networks usually conduct basic credit checks before selling contracts, but the evidence suggests that these checks are not always effective. In some of the cases clients had been able to buy expensive contracts even when they had pre-existing debts with the same company. For example:

Jannan, a 23 year old man who was unemployed came to his local Citizens Advice with £2,700 worth of debt. This was mainly due to seven outstanding mobile phone contracts. Six of these contracts had been taken out with just two networks - which had allowed him to take out three contracts each.

Other cases involved people who had received a single unexpectedly high bill. Such bills are usually caused by consumers using services not included in their standard monthly tariff, including: calls made to premium rate lines, charges for data use above their allowance, in-app purchases, and international roaming charges. Mobile phone contracts effectively function as an open ended source of credit for consumers to purchase these services in arrears, an arrangement which leaves consumers at risk of racking up bills they can't afford to pay.

In addition, the way in which the costs of these services are structured can make it difficult for consumers to effectively manage their costs. Recent research into international roaming charges by Citizens Advice highlighted how the cost of data varied widely from country to country, catching consumers unaware. For example, it would only cost a consumer £5 to upload five photos to facebook if they were travelling in an EU country. The same activity can cost them up to £212 in the USA.[9] It is far from straightforward for consumers to be confident how much using their phone abroad will cost. We see clients with bills totalling hundreds and even thousands of pounds. For example:

Martin was in the British Armed Forces and had been deployed overseas. He contacted his mobile network provider before travelling and, based on their advice, believed he had disabled data roaming. He took his phone with him and used Skype to stay in touch with his wife back in the UK, believing he was connected via Wi-Fi and that Skype calls would therefore be free. On arriving back in the UK, Martin found he had been billed £3,700 for data roaming.

This problem is compounded by a lack of effective account management tools. Mobile phone networks do now send text messages alerts to consumers when they are about to exceed their monthly data allowance. However, these alerts do not inform consumers how far above the allowance they have gone, and are not consistently available for other services, such as voice calls. Mobile phone networks have also rejected calls for consumers to be able to set financial caps

9 https://www.citizensadvice.org.uk/about-us/how-citizens-advice-works/media/press-releases/holidaymakers-face-lottery-on-mobile-phone-roaming-charges/ accessed 14/01/2016.

on their total usage.[10] Without such tools it is all too easy for consumers to make mistakes which leave them with bills far higher than they ever expected to receive. For instance:

> Mark had recently changed his work patterns and so he'd started using his phone to watch films during the night, greatly increasing his data usage. The network did send him a text message to inform him when he was getting near his monthly allowance, but as he normally went a little over he was not unduly concerned - until he received a bill for £2,000. He was unable to pay this, which led to his service being cut off.

Although Ofcom estimates that the average unexpectedly high bill is just £36, in cases like Mark's they can reach thousands of pounds.[11] It is often not possible for consumers to pay off such sums immediately, if at all, placing them in debt to their network. As elsewhere in the mobile phone industry, a generally positive overall picture obscures extremely high detriment for some groups of consumers.

- **Difficulty exiting contracts**

Another set of problems emerging from the evidence forms were debts caused by mistakes made when the client had tried to leave a contract. Mobile phone contracts have two characteristics which can lead consumers into debt. First, they are open-ended and have to be formally cancelled by the consumer. This can cause problems if either the company or the consumer fails to follow the appropriate procedure for cancelling the contract. When this happens the network will continue to bill the consumer each month, causing the buildup of debt which keeps accruing until the formal contract exit process is complete. For example:

> David came to his local Citizens Advice after receiving a letter from a debt collection agency about an outstanding debt of £55. This was for a mobile phone contract he was sure he had left five months earlier. It turned out he had, incorrectly, thought that the contract automatically finished at the end of the minimum period, and had therefore simply cancelled his direct debit. The network continued to bill him for the intervening five months before passing the account on to a debt collection agency.

The cases we analysed also included cases where the client had told their network they wanted to leave over the phone, but the network had failed to end

[10] Ofcom, *Unexpectedly High Bills:Update on Ofcom's March 2012 statement and action plan* (2013)
[11] Ofcom, *Incidence of Unexpectedly High Bills 2014 Report* (2014)

the contract. These consumers had then cancelled their direct debit and stopped using the phone, only to be chased for the remaining charges several months later.

Second, consumers will normally have to pay exit fees if they want to cancel their contract before the minimum contract period has expired. Ofcom rules limit these fees to the total cost of the remaining monthly payments, but they can still amount to several hundred pounds. The median mobile phone contract length is currently two years and the average monthly tariff is £17.50. A consumer wanting to leave a contract with these terms after three months would be faced with a bill of up to £367.[12] The unexpected arrival such large fees can instantly place a consumer into debt or prevent them from leaving a contract.

The evidence forms contained some examples of consumers not being aware that they would be charged a fee, or how large that fee would be, until after the contract was already cancelled. The most concerning cases involved clients who had been led to believe that the exit fee would be waived, for example in cases where they were leaving due to a mid-contract price increase. The following case is not untypical:

> Joan received a letter from her network in May informing her that her charges would be increased in July, and that she could exit her contract if she notified them before the end of June. She decided to cancel and was therefore shocked when a £300 charge was taken out of her bank account in the middle July. The next month this was followed by a letter from a debt collector informing her that the bill now stood at over £600.

In response to complaints that communication providers are 'systematically making it difficult for customers to exit their contract', Ofcom recently launched a monitoring programme on contract cancellation.[13] Our evidence suggests that problems with contract exit do not just act as a barrier to switching - they can also cause consumers significant financial problems. Many consumers do not have clear information on the procedure for, or financial consequences of leaving. In addition the networks themselves seem frequently to make errors during the cancellation process. Such problems can push people who are not experiencing financial difficulty in other areas of their life into arrears, causing

[12] A.Pardoe, C.Smith and J. Plunkett, *Calling the Shots: exploring opportunities for more assertive protection in the mobile phone market* (Citizens Advice, 2015)

[13] http://stakeholders.ofcom.org.uk/enforcement/competition-bulletins/open-cases/all-open-cases/cw_01158/ accessed 19/10/2015

both short term emotional distress and long term damage to consumers' credit ratings.

- **Unfair treatment of victims of crime**

Our analysis also revealed several examples where clients found themselves in debt as a result of falling victim to criminal activity. Mobile phones are attractive targets for criminals - the handsets are often high value products in themselves and, because of their open ended nature, can be used to spend large sums of money very quickly. Mobile phone crime can therefore leave consumers, through no fault of their own, without a handset and with a large bill they cannot afford to pay.

We found three different types of criminal activity in our evidence forms. First, consumers can fall victim to a scam. The cases we saw involved clients being persuaded by another person to take out a phone contract on the understanding that the other person would pay the costs. For example:

> Mary was asked to buy two phones by a man she met on a dating website. He had said he was not able to sign up to the contracts himself but assured her they could be transferred into his name afterwards. When this didn't happen she reported the case to the police who gave her a crime number. Despite this the network continued to send her bills, which at the time of her seeking advice amounted to £1,800. The debt had subsequently been passed on to a debt collection agency.

Second, unexpectedly high bills can also be caused by identity fraud. In these cases clients received bills for new mobile phone contracts which had been purchased using personal data which had been stolen from them. Others found that charges for services they had not used themselves had been added to their existing accounts.

Finally, some clients had received a bill for services used after their handset had been stolen. Last year, the five largest mobile phone networks agreed to cap consumers liabilities in such cases. From October 2015 consumers will only have to pay the first £100 of any bill if the theft is reported to the network within 24 hours[14]. The cap is a welcome step, but still leaves some consumers vulnerable to receiving unaffordable bills through no fault of their own. The cases described in the evidence forms occurred before the policy had been implemented by all networks, but in some of the cases the client would not have been helped by the

[14] Mobile Broadband Group, *Mobile networks to offer £100 liability cap for consumers when bills run-up on stolen mobiles* (March, 2015)

new protection. For instance, one person facing a £8,000 phone bill had only noticed their phone was missing three days after it had been stolen - 48 hours after the new deadline for reporting the theft would have expired.

These three issues raise the central question of how liability for financial losses incurred as a result of criminal activity should be shared between the consumer and the network. Although some consumers ultimately had these bills waived or substantially reduced, in many of the cases the mobile network initially demanded payment of the full amount. Such demands effectively place the entirety of the financial risk of crime on the consumer. This distribution ignores the fact that networks have the capability to mitigate these losses by effectively monitoring accounts and setting appropriate limits on the total amount of out of bundle costs a consumer can accrue on their account. It is also important to recognise that networks will derive profit from these unexpected bills, and are therefore profiting from criminal activity. For instance:

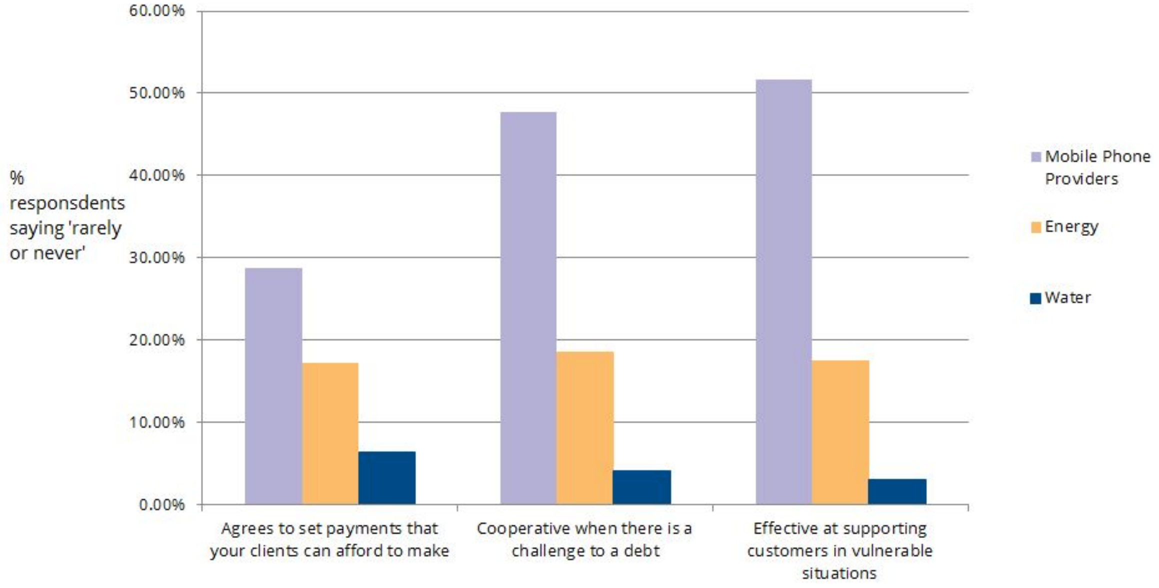
> Jacob came to his local Citizens Advice after four mobile phone contracts had been placed on to his account by thieves who had guessed his security questions. In the 48 hours before anyone had realised this had happened the thieves had managed to run up a bill of over £11,000, despite Jacobs' normal usage being around £50 a month. At the time he sought our advice the mobile phone network was insisting that the bill must be paid in full.

The distress caused to consumers in situations like Jacob's was exacerbated by networks' behaviour when collecting the debt. We turn now to our evidence on problems arising from the poor debt collection policies and practices our clients encounter in the mobile phone market.

2. Debt Collection Practices

The vast majority of the evidence forms (76 per cent) we analysed described problems with the way mobile phone companies collect debts. Taken together they paint a picture of how poor debt collection policies and practices can actively get in the way of consumers' attempts to resolve their debt problems . Our survey of our debt advisers, who rate the debt collection practices of mobile phone providers as far worse than those of energy and water companies, reinforces this message:

Figure 3: Mobile phone providers are falling behind other utilities when it come to debt collection practices
Advisor ratings of mobile phone, energy and water companies in relation to three aspects of debt collection practices



Source: Citizens Advice Survey of Debt Advisers 2015

Three major themes emerge from our evidence on the debt collection practices of mobile phone companies: the systems in place and action taken are often disproportionate and inflexible, networks continue to pursue bills which are being disputed, and it can be difficult for consumers and their advisers to communicate with them effectively.

- **Disproportionate debt collection action and inflexible systems**

Our evidence indicates that mobile phone companies often escalate debt problems quickly, even when they are for small amounts of money or have been caused by minor consumer errors. Such premature action can extend as far as a customer having their service restricted (for instance not being able to make outgoing calls), or even having their entire contract cancelled. For instance:

> Sarah was disconnected from her mobile phone service because her network said she had not paid the previous month's bill. She was certain that she had, and was able to supply a copy of the bank paying in slip to prove this. Staff at the network's high street shop were unable to help her and gave her a customer service number to phone instead. However, as

> she was unable to use her mobile phone to call the number, she had to go to her local Citizens Advice in order to make contact. It took several appointments to resolve the problem, leaving Sarah without a mobile phone until the problem was resolved. This was particularly worrying for her as she had a young son and was left without means to be contacted in an emergency.

Mobile phone companies do not typically make their full policy on disconnection available to the public. All of the four mobile network operators' (MNOs) core terms and conditions state that they reserve the right to suspend their service if a payment is missed. However, they do not set out how long they will wait or what steps they will take to contact the consumer before taking such action. This lack of information makes mobile phone providers unique among essential utilities - disconnection is prohibited in the water market, and the circumstances in which energy companies are permitted to cut people off are clearly set out in regulation. Energy companies are also required to publish the details of their disconnection policies.

Our research suggests that mobile phone networks sometimes disconnect prematurely, cutting consumers off from a vital service for small debts and easily remediable mistakes. This is particularly problematic as cutting off the service can make it substantially more difficult to contact the company to resolve the issue.

Our evidence forms also reveal that networks and the debt collectors they employ can be inflexible and often refuse to adapt their procedures to take into account consumers' circumstances. In particular, there were several examples of networks refusing to negotiate affordable repayments. Respondents to the adviser survey reported similar problems, only 15 per cent agreed that mobile phone companies 'almost always' agree to set payments that clients can afford to make.

Mobile phone companies even demanded full payment in cases where the customer had received an unexpectedly high bill. For example:

> Shreeta was shocked to receive a bill for £405. After contacting the network she discovered that the majority of the bill was accounted for by calls to Vietnam - which she denied ever having made. As £405 was more than she earned each month, Shreeta was unable to pay the bill immediately. However, the network refused to allow her negotiate a plan to repay it in installments. As well as causing distress, this lack of flexibility also resulted in the bill increasing by over £180 due to additional charges

in the five months between the bill arriving and her seeking advice from Citizens Advice.

When clients and their advisers do succeed in negotiating more sustainable arrangements, clients can still find themselves pursued for the complete debt. The cases contained several examples of consumers being contacted by debt collection agencies who appeared not to be aware that the mobile phone network had agreed to an alternative repayment schedule or to waive part of the debt.

Such demands for payment were even recieved in cases when the debt had been listed under a Debt Relief Order (DRO), an alternative to bankruptcy for those on the lowest incomes who need formal relief from unmanageable debts. Pursuing a debt which is listed under a DRO is a breach of insolvency rules, and undermines the purpose of an order which aims to help consumers to regain control of their finances. Companies in the energy and retail banking markets have taken steps to ensure that consumers are not contacted in pursuit of debts listed under a DRO and have even taken to writing to consumers directly to keep them updated as the status of any debt which is under an order.[15]

Inflexibility can be particularly damaging when the consumer is vulnerable in some way. A consumer can be vulnerable for a variety of reasons, for example because they are on a low income, are disabled, or have been a victim of crime. But what connects all of these situations is that there is an increased risk of harm to consumers if the policies and practices of a company do not take their circumstances into account. The cases contained several examples where networks did not make any allowances for the additional difficulties that these consumers might face in repaying a debt. For example:

Pauline came to Citizens Advice when she was being pursued for a mobile phone debt of £492. At the time her only income was from Employment and Support Allowance and she was being housed by a charity after having been homeless for five years. She therefore had no way to pay the debt. Despite this she was being contacted by both her network and a debt collection agency demanding payment of the debt in full. The company's demands were causing her to worry about how she could repay the debt, exacerbating her existing problems with depression and anxiety.

[15] Debts listed in a DRO can not be pursued during the 12 month moratorium period, and are written off completely at the end of the year. A. Chisholm, *Cutting our Losses: the need for good debt collection practices for people with debt relief orders* (Citizens Advice, 2015)

- **Continuing to pursue disputed debts**

The evidence forms also highlighted issues around the treatment of consumers who were disputing a debt- our analysis uncovered several examples of clients being pursued for debts they were in the process of querying. This was backed up by the results of the adviser survey: nearly half (48 per cent) of the respondents said that mobile phone companies are 'rarely or never' cooperative when there is a challenge to a debt. Such practices are distressing for consumers, and can cause the debt to grow as a result of additional charges. Threats of further action, (such as being taken to court) can also lead clients to settle the case prematurely. For example:

> Duncan was querying a bill for £159 which had built up because his network had taken a month to disconnect him after he told them his phone had been stolen. He made a formal complaint to the network about the bill but received no response, and three weeks later he was contacted by a debt collection company. He immediately contacted the ombudsman, but was told that they could not take up his case until eight weeks after the initial complaint. In the meantime he was expecting to receive a visit from debt collectors and was worrying about being taken to the county court.

Ofcom's code of practice contains a clear procedure for how telecommunication providers should deal with complaints. Under these rules, if the company and consumer can not reach agreement between themselves the consumer should be given the opportunity to have their case heard by an Alternative Dispute Resolution scheme.[16] However, networks often fail to send consumers to an ADR provider at the appropriate point. An analysis of Ofcom's complaint data showed that 27 per cent of people who contacted them had cases which were eligible for the scheme. Only 4 per cent of them were actually referred.[17]

The failure of telecommunications providers to follow these guidelines is particularly concerning when the complaint involves a debt. The principle that there should be a clear complaints process culminating in independent adjudication in such cases is undermined if consumers are threatened with debt collection action when they try to complain. This is particularly pertinent as such action, including county court judgements, can have a long term effect on a consumer's credit rating.

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[16] Ofcom, *Approved code of practice for complaint handling*
[17] GFK, *Alternative Dispute Resolution Research* (2013).

- **Poor communication**

The final problem highlighted in the evidence forms was that both consumers and advisers often find it difficult to contact mobile phone companies to attempt to resolve a debt problem. This was also apparent in the adviser survey results - fewer than one in five (18 per cent) advisers said that they could 'almost always' reach someone at the mobile networks to discuss a debt.

Networks' first line of customer service is usually an automated phone system, which can make it difficult to reach someone who can discuss an outstanding bill. Even when a consumer has managed to speak to someone, call centre staff often do not have the authority and discretion to be able to deal with such cases. If the problem requires more than one call to resolve, clients find it difficult to get through to someone who is up to date with their case and are sometimes given contradictory messages by different members of network staff.

Providers' reliance on phone and online systems also caused problems for consumers who preferred to resolve complaints via post. In some cases clients found themselves to unable to either send or receive key documents because they did not have email and networks did not reply to letters. This finding was also backed up by the adviser survey - just 8.2 per cent of advisers said that networks would 'almost always' respond to letters promptly.

> Jack had received a bill for £14.40 for a contract that he thought had been cancelled. As he was unsure about why he'd received the bill he tried to contact the network, but failed to get through as he was kept on hold for so long. The company had refused to post him a confirmation that the contract had been cancelled, claiming that could only send documents to an email address which Jack did not have. They were, however, able to send letters demanding the unpaid amount.

As the survey results indicate, our advisers also have difficulties communicating with mobile phone providers. They too get caught in automated systems, which they are often unable get past due to not having the relevant account passwords. Even when advisers do reach an appropriate member of staff, networks can make it difficult for them to help clients. The evidence forms contained examples of mobile networks refusing to accept forms of authority, which give advisers permission to negotiate on clients behalf. In the words of one adviser:

> "[The main problem] is lack of a correspondence address which we can use, and the fact that none of them appear to have any departments that

> we can speak to in person without going through layers and layers of security… There's no point trying to ring mobile companies on their general 'contact us' numbers, as we just end up in the depths of an automated system which asks for information we don't have, like account passwords."

Compared with other essential utilities, the mobile phone market is unusual in that providers have not established alternative channels for debt advisers to communicate with them. Many energy and water companies have dedicated phone lines which allow advisers to speak to them directly about a debt, and some have appointed members of staff with responsibility for liaising with the free advice sector.

Mobile phone companies' unresponsiveness also impedes advisers' efforts to help consumers with their debts to other creditors. In order to draw up a common financial statement, a tool used by advisers to calculate reasonable debt repayments, it is necessary to have full details of the client's income, expenditure and debts. Similarly, when applying for a Debt Relief Order it is necessary for advisers to build up a complete picture of a client's' financial circumstances. When mobile phone networks do not readily supply this information it can lead to costly delays to the implementation of urgently needed debt solutions.

The analysis in this chapter suggests that there are serious and systemic problems with the way in which mobile phone networks deal with customer debts. Firstly, flaws in their assessment of affordability and procedures for contract exit can lead to consumers building up unpayable debts which could have easily been prevented. Secondly, networks' debt collection practices are inflexible and unresponsive to consumers individual circumstances. This can make it harder for consumers and debt advisers to resolve debt problems, and increase the financial and emotional distress that these problems cause.

Chapter 2: Lessons from comparable markets

The systemic issues highlighted in the previous chapter are not unique to the mobile phone market. Similar problems have been found in the energy, water and financial services markets. A combination of strong regulatory action and a growing willingness amongst firms to work in partnership with Citizens Advice and the wider debt advice sector have led to tangible and substantial improvements in the treatment of people in financial difficulty in these sectors. That these sectors are far ahead of the mobile phone companies when it comes to responsible debt collection is to some extent unsurprising; these markets have long been recognised as essential services, whereas mobile phones only gained that status comparatively recently. But as mobile phone services come to play an increasingly important role in our lives it is essential that the industry takes steps to mirror the progress made in comparable markets.

In this chapter we take a closer look at the protections in place in the water, energy and financial services markets and consider whether similar steps could be taken in the mobile phone market. We also make a series of practical recommendations which, if acted upon, could lead to substantial improvements in the experience of mobile phone consumers in financial difficulty

Preventing debt problems: learning from financial services

Mobile phone contracts now represent a significant and long term financial commitment, and share a number of features with consumer credit. This is particularly true when the handset is included in the cost of the contract. In these circumstances the consumer has agreed to repay the mobile network for the phone over a series of fixed monthly payments, so the contract is effectively a short term loan. Furthemore if the consumer fails to meet the agreed payments it can be registered as a default on their credit file. Parts of the mobile phone industry have recognised this fact; providers including GiffGaff, O2 and Virginmedia have introduced products which separate the service and handset costs into two different contracts - classifying the latter as a fixed term consumer credit agreement.[18]

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[18] See for example http://static.o2.co.uk/www/docs/termsandconditions/o2r13740n-phone-plan-cca-tcs-1st-april-2014.pdf

Mobile phone contracts also allow consumers to pay for services in arrears, in a similar way to a credit card. For instance, when a consumer makes a premium rate call, texts a charity to make a donation, or buys in-app content, the mobile phone company is effectively extending them credit for a purchase from a third party. Both of these characteristics mean that mobile phone contracts carry financial risks, which, as the previous section has shown, can lead consumers into unmanageable debt. Considering the protections available to consumers when they use other forms of consumer credit reveals several actions that mobile phone companies and Ofcom could take to address the problems highlighted in chapter one.

- **Assessing affordability**

Before entering into most consumer credit agreements lenders are required to assess whether the consumer will be able to afford the product. Affordability is defined by the Financial Conduct Authority as the 'potential for commitments to adversely impact a customer's financial situation and the customer's ability to make repayments that fall due within a reasonable period.'[19] Mobile phone providers are not formally required to make such assessments, and our evidence demonstrates that some customers are sold contracts which would be unlikely to meet these criteria.

Our evidence does not allow us to identify the root cause of this issue - the evidence forms do not reveal whether these contracts were sold by the networks themselves or by third party retailers. Furthermore, there is very little publicly available information on the criteria mobile networks use when they do carry out credit checks. Our analysis does, however, suggest that the checks which are already in place are not always sufficient. There is therefore a case for further investigation into the mobile phone networks' pre-contractual credit and affordability checks.

> Recommendation 1: Ofcom should **review the way networks assess the affordability of contracts** before sale.

- **Effective credit limits**

Many problems with unexpectedly high bills could be avoided if mobile phone contracts had effective credit limits. When a consumer takes out a credit card there is an explicit limit on the amount of debt the customer can accrue using the card. Furthermore, the lending code specifies that whenever this limit is

[19] FCA, *Credit Card Market Study: Interim Report* (2015)

raised, the credit card provider must make an assessment of whether the customer is likely to be able to afford the new amount.

In contrast there are rarely such explicit limits on the size of mobile phone bills, and the balance owed can increase rapidly regardless of a consumer's ability to pay. This is particularly concerning as, at a time when the average household monthly mobile phone bill is £44.37, there is little reason to think consumers are considering the possibility of debts worth thousands when they take out a contract.[20] There is a clear case for allowing consumers to set a cap on the out of bundle charges they are permitted to accrue each month. Setting such limits should be a routine part of the process of buying and setting up a contract.

> Recommendation 2: Mobile phone networks should be required **to ask consumers to set caps on their monthly spending** for all services at point of sale.

As outlined in chapter one, many of the unexpectedly high bills our clients seek advice in relation to are incurred as a result of using data roaming services abroad. The cost of these services range from 17 pence per megabyte in the EU to more than £12 per megabyte outside of the EU. The amount a consumer will pay in a particular location also varies significantly depending on their network. Per megabyte charges are now capped within the EU, and are set to be banned altogether. This action was taken based on the diagnosis that 'weak competition' had prevailed in the European roaming market to the detriment of consumers. These same conditions persist outside of the EU and consumers travelling further afield continue to be exposed to confusing, inconsistent and disproportionate charges. The Government should therefore work with the industry to broker a fairer deal for UK consumers.

> Recommendation 3: The Department for Culture Media and Sport should work to create a real, **industry-wide per MB cap on non-EU roaming charges**.

- **Liability for fraudulent use**

Mobile phone networks could also learn from the way in which the risk and liabilities of crime are shared between consumers and firms in the credit card market. For example, the lending code protects consumers from identity fraud by exempting them from paying any charge which is incurred as a result of their card being used without their permission. Crucially, the burden of proof in such

[20] Ofcom, *The Communications Market Report 2015* (2015)

cases lies with the company - if they want to hold the customer liable for such a bill, they have to demonstrate that the fraud occurred as a result of the customer's own actions. These provisions recognise that credit card companies have far greater resources to prevent fraudulent use, through monitoring of accounts and setting sensible spending limits, than individual consumers do.

The parallels between credit card and mobile phone theft have recently been recognised through the implementation of a cap on consumers' liabilities for phone bills built up after their handset has been stolen. In March 2015 the five largest mobile networks came to an agreement that consumers' would only have to pay the first £100 of any such bill. This agreement was based on similar rules contained in the lending code, which cap the cost for victims for credit card theft.

However, the mobile phone cap is only voluntary and is a far weaker protection than that in place in the credit card market. Mobile phone customers are only protected if they report the theft within the first twenty four hours - there is no such time limit for credit card theft. Victims of credit card theft are also only expected to pay the first £50 of any bill. Protections for victims of mobile phone crime should be strengthened; the cap should be compulsory rather than voluntary and the time limit should be removed. The total maximum liability should also be reduced to £50 in line with the protections enjoyed by credit card customers.

> **Recommendation 4:** The voluntary cap on consumers' liability for bills built up after their mobile phone has been stolen should be made compulsory and reduced to £50. The 24 hour time limit within which thefts must be reported should also be removed.

- **Gaining provider led switching**

Problems at contract exit could be reduced by the implementation of gaining provider led switching. The mobile phone market currently operates a losing provider led system, which means that in order to change network consumers have to contact their current provider and cancel their contract. In a gaining provider led system, the consumers' new network would take responsibility for ensuring that the customers old contract is terminated and opening the new account.

In 2013, in order to increase competition between banks, BACS launched the Current Account Switching Service, a gaining provider led system which transfers consumers' current accounts within seven days. Crucially, this service is covered by the Current Account Switch Guarantee, which assures consumers they will be refunded any charges or interest that occurs as a result of the process going wrong. The service is popular with consumers, with 85 per cent of personal current account users describing themselves as satisfied with the experience.[21] The energy sector also operates a gaining provider led system. Among the essential utilities communication providers are very much the exception in not doing so.

The introduction of gaining provider led switching in the mobile phone would make the switching process simpler and more secure for consumers and, as the gaining provider has an incentive to ensure that the switch goes smoothly, should help to prevent the problems, and avoidable debts, arising from contract exit outlined in chapter one.

> Recommendation 5: Ofcom should **introduce a system of gaining provider led switching** which protects consumers from errors made in the contract cancellation process. This system should include a guarantee that consumers will be compensated for losses which are the result of network errors.

- **Splitting out the cost of the handset from the service charge**

As outlined above, several phone networks are now offering mobile phone deals which separate out the cost of the handset from the cost of the service. Making a distinction between these two elements has several advantages for consumers, the most significant of which is that consumers automatically stop paying for the cost of the handset after the end of the minimum contract period.

Having separate contracts would also be beneficial for people who incur mobile phone debts. Firstly, it would make a clear distinction between the cost of the handset and the cost of services, which could allow for more flexible solutions to payment problems. Consumers who are consistently struggling to pay their bills could be offered opportunities to reduce the costs of their mobile services, whilst guaranteeing that the network would still receive full payment for the phone itself. Secondly, the handset contracts would be consumer credit agreements, which offer consumers a higher level of protection than mobile phone contracts. These protections include consumers having the right to request a full statement of the debt, and a requirement on providers to issue a formal default notice before proceeding to debt collection or entering a record onto a consumer's credit file.

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[21] FCA, *Making Current Account Switching Easier: The effectiveness of the Current Account Switch Service (CASS) and evidence on account number portability* (2015)

Recommendation 6: Networks should **separate the service and handset elements of mobile phone contracts**

Improving Debt Collection practices: the use of guidance in the energy and water sectors

Over the past decade there have been concerted efforts to improve the debt collection practices of energy and water companies. Effective consumer advocacy, clear leadership from regulators, and engagement from the companies have resulted in both markets having a consistent, widely understood framework of minimum standards and best practice in debt collection.

Setting clear expectations

These frameworks are made up of a combination of formal regulations and informal guidance. Under condition H of their licences, each water company must publish and gain Ofwat's approval for a code of practice for debt recovery. This requirement is supported by a set of guidelines issued by Ofwat called *Dealing with Household Customers in Debt,* which describes what the regulator considers to be reasonable practice.[22] Similarly, under licence condition 27, energy companies are required to 'take all reasonable steps to ascertain the Domestic Customer's ability to pay[.]' This expectation was further explained in an open letter from Ofgem which described what energy companies should do to fulfil the requirement.[23]

Mobile phone providers do not have such clear and binding expectations. Ofcom's General Condition 13 states that providers of 'publicly available telephone services' should ensure that all action to retrieve unpaid bills is 'proportionate and not unduly discriminatory' and publish a full description of the steps they'll take before disconnection. However, this requirement only applies to fixed line providers, which means that there are no sector specific regulations for mobile phone debt collection. Extending General Condition 13 to mobile phone providers would be an important first step in improving collection across sector. It would help both consumers and advice agencies to resolve debt problems by making network's policies more transparent, and establish a high

[22] Ofwat, Dealing *with Household Customers in Debt* (2015)
[23] Ofgem to Energy Companies, *Debt Review report: key Principles for taking ability to pay into account, 03/06/210*

level expectation that companies should monitor, and where necessary reform, their practices to ensure that they are 'proportionate'.

> Recommendation 7: **Ofcom should extend General Condition 13 to require mobile phone providers** to publish the steps they will take to recover unpaid debts and ensure that all debt collection activity is proportionate.

Although Ofcom recently published a set of guides for consumers' who are in debt, they have published no public guidelines for the companies themselves.[24] The consequences of this lack of direction are clear in our survey results, where advisers consistently rate energy and water companies far more highly than mobile phone networks. Existing guidance in the energy and water sectors point to several changes of practice which could usefully adopted in the mobile phone market.

Firstly, energy and water companies are expected to proactively contact consumers in order to prevent problems. Ofgem's principles state that energy companies should make 'early contact to identify whether a customer is in payment difficulty.' Similarly, water companies have to send out at least two reminders to consumers *before* pursuing any form of debt collection activity. In contrast, mobile phone companies often make their first contact a demand for immediate payment and then move straight to debt collection or disconnection. If they were to adopt this more preventative approach, small debts could be resolved more simply, and consumers would have time to seek advice in the case of more substantial arrears.

Secondly, energy and water companies have been encouraged to improve the way they communicate with consumers about debt. The Ofwat guidance specifies that a 'variety of communication methods should be considered to establish contact (telephone, mail, visiting and so on)', which recognises that no one method can be relied upon to reach all consumers. Crucially, water companies are also expected to make it easy for consumers to get in contact with their company to discuss any debt. All communications about debt must include clearly signalled contact numbers on which can reach the company, and they are invited to consider providing free dedicated debt lines.

As our evidence has shown, one of the biggest challenges consumers with mobile phone debt issues face is being able to speak with someone at their network with the authority to help them with their problem. If mobile phone

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[24] http://consumers.ofcom.org.uk/phone/mobile-phones/problems-and-complaints/disputing-a-bill/ accessed 14/01/2016

networks were to implement systems which made it straightforward for consumers to contact them, it could make recovering debts quicker for the network and less distressing for the consumer.

Thirdly, a fundamental principle of both the water and energy guidance is that companies should always take into account a consumer's ability to pay. This includes recognising both their income and other existing spending commitments (including debts) when setting repayment rates. It also involves being flexible about the schedule of repayments, including allowing consumers to repay in either weekly or monthly instalments as appropriate.

It is not enough just to acknowledge this principle. Energy and water companies are expected to train frontline staff to be able to enquire about consumers' circumstances and to negotiate reasonable and appropriate payment plans. Ofgem has also encouraged energy suppliers to review their staff reward structures, to ensure that customer service staff and collection agents are not incentivised to push for immediate full repayments or to set repayment rates at a level which means a customer is likely to default from the payment plan.[25] Our evidence indicated that mobile phone networks should do far more to ensure their staff are aware of these issues – particularly in cases which involve consumers in vulnerable circumstances.

Finally, mobile phone companies could learn from the energy market's use of prepayment as an alternative to disconnection. Consumers who find themselves unable to pay their fuel bills have the option of having a prepayment meter installed, which can also be used to recover the outstanding debt. Allowing mobile phone customers in similar circumstances to switch to a pay as you go deal with the same provider would give consumers a way of repaying what they owe whilst maintaining a continuous service.

> Recommendation 8: Ofcom should **issue detailed guidance to companies on debt collection**. The guidance should set out how networks should do to comply General Condition 13's requirement for debt collection activity to be 'proportionate and not unduly discriminatory' and include, but not be limited to, expectations that:
>
> - Multiple attempts should be made to contact and negotiate with consumers before networks commence debt collection activity
> - Mobile phone networks should offer all consumers the opportunity transfer to a pre-pay or basic monthly tariff as an alternative to full disconnection.

[25] Ofgem, *Review of Suppliers approaches to Debt Management and Prevention* (2010)

- It should be simple and quick for consumers to reach someone with the authority to resolve debt problems - including when the consumer is no longer a customer of the network concerned.
- No attempt should be made to collect any bills which are being queried until the dispute is officially resolved.
- Mobile phone network's front-line staff should be trained to take consumers' financial and other circumstances into account when negotiating repayment schedules.

- **Signposting**

Finally, guidance in the energy and water markets specifies that companies should work closely with providers of free debt advice. For instance, their communications about unpaid bills typically highlight that customers can seek help from charities such as Citizens Advice. Such suggestions are not only helpful to the customer they are also in the company's self interest - early advice can prevent temporary payment difficulties becoming an unmanageable debt problem. Some customers prefer to talk about their circumstances with an independent adviser than with the companies themselves - which makes it easier to establish a debt repayment plan that is truly sustainable.

As well as referring people in need, energy and water companies are required to co-operate directly with advisers acting on customers' behalf. Water companies have to help advisers draw up financial statements *and* accept any 'reasonable' payment amounts they suggest. Ofgem have also encouraged all energy companies to have dedicated contact numbers for advice agencies. This means that advisers have direct access to staff with both the knowledge and the authority to deal with complex and sensitive cases. This working relationship makes it substantially easier for advisers to help clients – in contrast to the significant amount of time our advisers currently spend unsuccessfully trying to get in contact with staff at mobile phone companies.

Recommendation 8: Mobile phone networks **should inform consumers of sources of free debt advice when they first experience financial problems**, and provide dedicated points of contact for advice agencies

Conclusion

Mobile phone networks’ approach to debt needs to catch up with the changing nature of their product and the increasingly important role they play in people’s lives. Problems paying for mobile phone bills can have significant and far-reaching consequences for consumers, including being cut off from what is now an essential service. The evidence we see from across our network shows that mobile phone providers’ practices often fail to take this into account. As we have shown, this can lead to unmanageable debts and act as a barrier to resolving debt problems.

Mobile phone contracts are a substantial financial commitment. Currently networks allow consumers to build up levels of debt which are far beyond their ability to pay, either through selling inappropriate contracts or allowing practically unlimited spending. Networks can also pursue consumers for substantial sums which are the result of criminal activity. Avoidable errors during the contract exit process can also result in the accrual of unnecessary debts and leave marks on customers’ credit records - affecting their ability to take out loans in the future. Networks need to take more responsibility for mitigating these risks.

At the same time mobile phone’s evolving status as an essential utility means that a fundamental change is required in the way that debts are pursued. Too often we see cases where an inflexible set of systems has made problems worse. Consumers can find it hard to get through to people who can resolve their problems, and, when they do succeed, too often find that staff will not respond to what they have said. Networks often fail to understand that people’s mobile phone debt problems do not happen in a vacuum and do not always take into account consumers’ wider circumstances, especially when setting repayment rates. Furthermore they can neglect the crucial role mobile phone services now play in people's lives and disconnect them prematurely.

Fortunately, these problems have already been encountered and tackled in other comparable markets. The mobile phone industry and its regulator can learn much from the measures which have been taken in the energy, water and financial services industries. Market wide efforts to learn these lessons, including firm leadership from Ofcom, could lead to rapid and significant improvements in the experience of customers in financial difficulties in the market. Building strong relationships with the free debt advice sector, including Citizens Advice, is a key part of this process.

www.citizensadvice.org.uk

Citizens Advice is the operating name of the
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