



## REPORT OF THE ADJUDICATOR

**WASPA Member:** MTN Internal WASP Service (IWS) (0035)

**Service Type:** Subscription

**Complainant:** Public

**Complaint Number:** 25839

**Code Version:** 13.0

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### Complaint

In essence, the complainant submitted that he was unable to contact the WASP's call centre to unsubscribe from spam messages.

In a second submission the complainant questioned who gave the WASP his number and why the spam does not stop when he sms's "STOP" and in general.

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### WASP response

The WASP stated that this number is not subscribed to any of their services.

In a second response, in which the adjudicator asked for a response on the clause, they said that while they are simply acting in partnership with the WASP who is in fact responsible for this matter, they have confirmed that the number has been unsubscribed as from 10 March; and that systems have been improved so that the word "Stop" triggers an unsubscribe request.

## Sections of the Code considered

Clause 5.14 of the Code was identified, which states:

Members must have a procedure allowing consumers to lodge complaints regarding the service provided. Members must acknowledge receipt of complaints expeditiously, and must respond to any complaints within a reasonable period of time.

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## Decision

I start by noting that the only clause that is validly before me is Clause 15.14. The complainant has raised issues that trigger other clauses. However, I am neither empowered to consider them nor raise the clauses myself in terms of the WASPA Code. In this respect, and acting on accordance with clause 24.30 of the WASPA Code, I refer the following issues back to WASPA for investigation, at their sole discretion:

- The question of where the complainant's details were obtained from;
- The issue of the "STOP" command.

Turning to Clause 5.14:

Members must have a procedure allowing consumers to lodge complaints regarding the service provided. Members must acknowledge receipt of complaints expeditiously, and must respond to any complaints within a reasonable period of time.

In this respect, I have two relevant pieces of information before me:

- The complainant was unable to lodge a complaint with the call centre;
- The complaint was lodged on 12 January 2015 and the unsubscribe request was only actioned on 10 March 2015.

It is quite apparent that at the time of the complaint the WASP, who appears to take responsibility for this complaint and appears to be working in partnership with another WASP, did not have the correct complaints procedures in place.

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**The WASP is therefore in breach of Clause 5.14.**

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## **Sanctions**

There are factors in mitigation and aggravation of this breach.

In mitigation is that this complaint saw a sea-change in the WASP's attitude. Between the original complaint and response, and my request for specific information, the WASP appeared to realise that there was an issue with its handling of these matters, and it appears *ex facie* that this was taken in hand and hopefully corrected.

That being said, the WASP still failed to give a direct response on the actual cited clause, despite a direct request to do so. In addition, the nature of the breach is severe – a consumer's access to an efficient complaints handling system is fundamental to the good standing of the WASP industry.

In matter 25771, the following sanction was imposed:

*My sanction is as follows:*

- *The WASP must review its processes and ensure that unsubscribe requests are honoured within 48 hours, and that informal complaints are properly followed up;*
- *A fine of R10 000 is imposed for the current breach;*
- *A suspended fine of R100 000 is imposed for 12 months. Should the WASP be found in breach of Clause 15.25 after the date of receipt of this ruling, or if the WASP is found to have ignored a complaint - whether formal or informal – from WASPA, this fine will be triggered.*

**As this goes more or less to the same type of issue, and arose at around the same time, I am imposing no further sanction.** However, I am advising the WASP that the lenience of this adjudication may be considered should they find themselves in breach of this clause and related clauses again.