

NORTHERN TERRITORY RACING COMMISSION

Reasons for Decision

Complainant:	Mr T
Licensee:	Sportsbet Pty Ltd
Proceedings:	Pursuant to Section 85(4) of the <i>Racing And Betting Act</i> – Referral of Dispute to Racing Commission for Determination
Heard Before:	Mr John Boneham (Presiding Member)
(on papers)	Mr Jim McNally Mr David Loy
Date of Decision:	31 January 2017

Background

1. On 22 November 2016, Mr T lodged a betting dispute in which he alleged he had asked the Bookmaker (Sportsbet Pty Ltd) to immediately close his betting account.
2. Mr T alleges that he did this because he had *“maxed out four credit cards and personal loans and a home loan of about \$200,000 and was in deep financial trouble”*.
3. Subsequent to this cancellation of account request he further alleges he received two phone calls from Sportsbet and was able to access his account.
4. As a result of his alleged ability to access his account he claims to have then proceeded to lose some \$37,000 on new credit cards.
5. Accordingly Mr T is seeking a return of these funds as he claims, but for the actions of the Bookmaker and their alleged illegality he would not have sustained the loss.
6. Sportsbet were asked by the Commission for their response to the dispute, their detailed response being received on 29 November 2016.
7. This response included telephone recordings of conversations between their operators and Mr T around the telephone call of 7 June 2016, in which Mr T requested closure of his account and his request to re-open his account, which occurred on 15 October 2016.

Facts of the Matter

8. A betting account was opened by Mr T with Sportsbet (Account number XXXXXX) on 2 November 2009.
9. The Bookmaker has provided an excerpt of the clients account from opening date to 6 December 2016.

10. It demonstrates a significant amount of wagering from 2 November 2009 through to May 2016. No wagering from June 2016 until 14 October 2016 and then a significant amount of wagering from 15 October 2016 until 11 November 2016.
11. Mr T states in his dispute *"Some six months ago I contacted Sportsbet and asked to permanently cancel my Sportsbet account"*.
12. Sportsbet have confirmed that on 7 June 2016, it did indeed receive a call from Mr T requesting his account be closed.
13. An offer of permanent exclusion was made at that time but this was declined by Mr T, indeed the following excerpt from the phone conversation supports the Bookmaker's assertion that the closure request was not a permanent one.
14. When asked by the Operator *"Would you like me to do a permanent self-exclusion for you or would you just like a normal closure?"*
15. Mr T is heard to reply *"Just a normal one mate, you never know in the future I might re-instate it but not for now"*.
16. Additionally, at no time during the conversation does Mr T indicate that he has a problem with his gambling patterns.
17. Mr T alleges that subsequent to the account closure on 7 June 2016, he received two follow up calls from the Bookmaker. The first being in August 2016.
18. He claims that during this call *"I was asked why I quit and if there was any service that could be offered to me"*. He advised the Commission that he was *"Gobsmacked to get this call. I told the gentleman; no I have lost a lot of money"*.
19. The Bookmaker has confirmed the August 2016 call was made, stating that it was made as a request for feedback as to the reason for closure. It again reiterated that at no time was any mention made by Mr T of him having a gambling problem, nor did he mention wishing to have his account closed permanently.
20. This call was not recorded due to it being taken on a mobile device and not Sportsbet's normal landline, due to premises renovations.
21. Whilst not best practise, Sportsbet did not breach Condition 20 of its licence conditions, as this case was in relation to feedback about account closure and not about a wager, complaint or dispute.
22. Condition 20 of Sportsbet's Licence states:

The sports Bookmaker will ensure that all conversations with customers involving discussions relating to wagers, complaints or disputes, regardless of medium, are recorded on approved recording equipment.

23. The second phone call Mr T alleges to have received was *“A few months down the track”*. In this call he claims that the Sportsbet Operator asked him if there was anything they could do for him. Mr T goes on to advise that following this call he *“Jumped online to see if I had access to my account, lo and behold I did. I then re-opened my account and started betting again. I lost some \$37, 000 in less than two months on new credit cards”*.
24. In response to this purported second phone call to Mr T, Sportsbet has advised that they have no record of a second call and contended that it was their belief that it did not occur.
25. In response to Mr T’s statement of being able to access his online account, Sportsbet advised the following: *“Sportsbet can categorically state that this is not the case. Mr T’s Sportsbet account was closed inclusively from 7 June 2016 until 15 October 2016. The account was only re-opened on 15 October 2016 due to Mr T phoning Sportsbet and making a personal request for the account to be opened”*.
26. From telephone recordings in the Commission’s possession, the following facts are clear:
 - the Operator confirms the account is closed;
 - she confirms that it can be re-opened as it was not permanently closed or excluded;
 - she offers to re-open it, to which Mr T agrees with the words *“Okay perfect, so that’s back open now?”*;
 - at no time does Mr T make any mention of any past problem gambling issues.

Consideration of the Issues

27. The primary area of complaint by Mr T is around his claim that the Bookmaker failed to close his account when requested in June 2016, allowing him to subsequently continue to place wagers, which saw him lose some \$37,000.
28. The evidence from the recordings supplied by the Bookmaker confirms that this was not the case with the account being closed when requested.
29. The Commission also looked closely at the assertion by Mr T that the Bookmaker allowed him to gamble after he declared himself a problem gambler.
30. Once again from recordings of conversations it is clear that at no time did Mr T indicate he had issues around problem gambling. In fact given the

opportunity to permanently exclude himself in June 2016, he did not, merely stating that he was tired of losing and wanted to take a break.

31. A secondary consideration is the follow up calls from the Bookmaker to Mr T, which he claims, were inducing him to re-open his account and continue gambling.
32. There is no evidence to support this claim. From information supplied by the Bookmaker, we are satisfied that the call was requesting feedback around the account closure request of 7 June 2016.

Decision

33. The Commission is satisfied that the Bookmaker acted appropriately in its dealings with Mr T.
34. At no time until 11 November 2016, did Mr T give any indication to the Bookmaker that he had problematic gambling issues. Upon being advised that this was indeed the case, the Bookmaker took the appropriate steps and closed the account.
35. With regard to the follow up calls seeking feedback made by the Bookmaker's staff, we are satisfied the first one was in order and handled appropriately, the second does not appear on the record and without substantive evidence being provided by Mr T, the Commission cannot even be certain that it occurred.
36. In conclusion, we find that the Bookmaker acted appropriately in its dealings with Mr T. This assertion is supported by written evidence and telephone voice recordings provided by the Bookmaker.
37. Accordingly, we find Mr T's dispute is not proven and we find in favour of the Bookmaker in all aspects of the dispute.



John Boneham
Presiding Member

31 January 2017