

# IFO

THE INDEPENDENT  
FOOTBALL OMBUDSMAN



Chartered Trading  
Standards Institute  
ADR Competent Authority

The Independent Football Ombudsman is approved by Government under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015

**IFO COMPLAINT REF: 20/18**

## **REFUSAL OF SUBSCRIPTION EXTENSION AT BIRMINGHAM CITY**

### **The Role of the Independent Football Ombudsman (IFO)**

1. The office of the IFO has been established by the three English football authorities (The Football Association [FA], The Premier League and The English Football League [EFL]) with the agreement of Government. The IFO has been designated as the final stage for the adjudication of complaints which have not been resolved within football's complaints procedure. The IFO is an Approved Alternative Dispute Resolution Body and its findings are non-binding. IFO Adjudications will normally comprise two parts: an impartial assessment of the substantive complaint and a review of the procedure by which the complaint was handled. The IFO's role is to investigate the complaint and judge whether it was dealt with properly and whether the outcomes were reasonable for all parties concerned. Under the procedure agreed by the Football Governing Bodies, the adjudication of the IFO is final and there is no right of appeal against IFO findings.

2. The IFO must make clear that in investigating this complaint he has received full cooperation from Birmingham City FC.

### **The complaint**

3. A long-standing Birmingham City supporter complained that the Club had refused to honour an undertaking given to her to extend her access to BluesTV by three months to compensate for the match postponements caused by Covid-19.

### **The facts of the case**

4. The complainant had a subscription to BluesTV valid to 12 July 2020. On 28 February she switched off the auto renew on her account as she was not sure that she could afford it, and there had been problems with live streams which she had reported to the Club. After the Covid-19 lockdown had been imposed, the complainant received a service update saying that the Club had decided to freeze her subscription until the end of April. In June the complainant received a message saying that her video subscription would resume on 13 June in preparation for restart of the Championship season. They said "To compensate for the Covid-19 match postponements, we have extended your current annual subscription by three months at no additional cost." According to Club records, the complainant accessed games until the last game of the season on 22 July.

5. On 21 August the complainant emailed the Club. She had accessed her account and found that her subscription had expired, even though they had told her it would be extended by three months. Having had no reply, she emailed again on 29 July. The Club replied that the extension had not been carried over as she had cancelled her account. The complainant pointed out that her subscription had been valid to 12 July and the three months extension was meant to be in lieu of being able to watch matches for which she had paid. The Club replied that they could not offer a refund or an extension as she had cancelled her account. On 21 October the IFO accepted the complaint for investigation after the complainant's further correspondence with the Club had failed to find a resolution.

### **The investigation**

6. In their comments to the IFO the Club said that extensions had been given only to those with active BluesTV subscriptions; the complainant was not entitled as she had cancelled her subscription on 28 February. The Club had sent the following to all active subscribers who had not cancelled:

**"Your BluesTV annual subscription will resume this Saturday, 13 June, in preparation for the restart of the Championship season. To compensate for the Covid-19 match postponements, we have extended your current annual subscription by three months at no extra cost. That means if your subscription fee was previously due on 1 September, it will now be taken on 1 December each year going forward."**

7. The IFO found it difficult to see why the Club should draw a distinction between someone who had turned off the auto renew and someone who had not; both had subscriptions current at the time of the resumption and both had been similarly affected by the impact of Covid-19 on football matches. Turning off the auto renew did not equate to cancelling the subscription as the Club had implied; presumably the option was always there for the complainant to renew it at the end of her then current subscription on 12 July. That was not a decision

the complainant considered she had to make at that time, as she had been led by the Club to believe that she would be granted the extension, a situation compounded by the fact that she was able to access the final games of the 2019/20 season, which took place after the end of her subscription on 12 July. In the circumstances, the IFO put it to the Club that they should award the complainant a subscription of three months, as she had been led to expect.

8. In response the Club said that system checks had brought to light that the complainant had somehow managed to find a way around their system to purchase a £110 annual video pass, which was something that they had not even offered since March and therefore not something to which she was entitled. That meant she was able to bypass the pay-per-view (PPV) fees and watch all games without additional cost. While other fans were paying the standard £10 PPV fee each game, she was receiving the games at an average of under £3 per match.

9. The complainant subsequently explained to the IFO that her husband had opened his own account with the Club. As they live in Spain, the option to purchase the pass had been available. However, when he tried to log in after paying with his Spanish card, his account stated that he had no subscription. In the meantime, on 5 September the complainant had received an automated response from [bcfcsupport@streamamq.com](mailto:bcfcsupport@streamamq.com) to her personal email account, confirming that they had successfully taken £110 from her paypal account for her BluesTV subscription, and her Club account showed an annual pass starting 5 September 2020. The complainant immediately emailed [marketing@bcfc.com](mailto:marketing@bcfc.com) pointing out that it had been her husband's purchase. On 7 September the Club's Commercial Department told her that the payment had been made on her account. (The complainant told the IFO that the payment was then showing on both accounts, but access to the matches had been only through her account.) The Club asked if she wanted the pass changed but she elected to leave it on her account. The complainant told the IFO that at no stage had it been mentioned that an international pass had not been available.

10. In response to that additional information in paragraph 9, the Club said that the BluesTV sign up and technical side are handled by an external company. The Club assured the IFO that, from their perspective, there were no annual passes available this season, regardless of an applicant's location. They said that in light of the fact that the complainant had been able to access the post lockdown matches and that she now has an annual subscription for the season at superior value compared to PPV, they did not consider that she has been disadvantaged.

11. In light of that information the IFO accessed the Club's website. It said, under the heading "BLUESTV. HOW MUCH DOES IT COST?", that a season pass for overseas supporters was £110 and payment could be made by debit or credit card. When the IFO pointed that out, the Club said that the entry had obviously not been updated and they maintained their stance that annual subscriptions had not been available for the current season. They said that they would arrange for their website to be updated.

## **Findings**

12. The Club have been unable to provide an explanation as to how the complainant's husband was able to go through the online process to acquire the subscription, when they maintain that it was not available, despite its apparent availability for overseas applicants still appearing on their website. Also, there has been no explanation as to how it was that their Commercial Department corresponded with the complainant on the matter without realising that. In that context, the IFO must make clear that he is satisfied that the complainant has done nothing wrong in acquiring the annual subscription. The IFO must consider the potential impact on the complainant if the Club are correct in saying that she has apparently unwittingly benefited from a glitch in the system which has allowed the purchase. One of the IFO's guiding principles is as far as possible to put the complainant in the position he or she would have been in had the Club handled matters properly, but to do so in that scenario would be to the complainant's disadvantage. It would mean the IFO recommending that the Club award the complainant the three months' extension, as she had been led to expect, but she would have to forego the annual subscription and rely on PPV at £10 per match. In financial terms the benefit of the annual subscription far outweighs what she would have gained from an extension (see paragraph 8). Cancellation of the subscription would obviously be to the detriment of the complainant, and the Club said that they are prepared to allow it to remain in place. In addition, the Club decided that, although the complainant appeared to have been able to watch the final three matches of the season after her subscription had expired, they would make her a pro-rata refund of £6.60 for those matches.

13. The completion of this adjudication has taken longer than usual because of the pandemic, which has led to staffing problems at the Club.

## **Conclusion**

14. Although the Club have been unable to account for how the complainant managed to acquire an annual subscription for the current season, when none should have been available, it is clear that by doing so she has unwittingly benefited to an extent which outweighs a three months' extension of her original subscription. The Club have allowed the current subscription to remain in place and have made a pro-rata refund for the three delayed games played after the expiry of her original subscription. The IFO is satisfied that this all represents a suitable outcome to the complaint.

**Professor Derek Fraser, Ombudsman**

**8 February 2021**

**Alan Watson CBE, Deputy Ombudsman**