

**Selected cases of
HDTV Set-top Box Complaints**

Case No. 1 – Loss of over \$6,000

The salesman, accompanied by a person dressed like a technician, claimed that they were carrying out installation work of HDTV antenna for all units in the building. Further, the complainant was told that without the installation of HDTV set-top box, reception of TV broadcast would soon be terminated. The salesman also claimed that the Chairman of the Incorporated Owners Committee of the building living upstairs had already installed the same device (this turned out to be untrue).

As there were 3 TV sets in the house, the salesman persuaded him to buy 3 set-top boxes at \$2,880 each including installation cost. The complainant later agreed to buy 2 set-top boxes only as the 12-inch TV set was in need of repair. He was told the set could be fixed by the technician for \$300. Thus the complainant paid altogether \$6,060 in total.

Mediation outcome: the company declined to make any settlement.

Case No. 2 – Barred from calling for help

The complainant (also an elderly) in a village house, answering the door, was offered by the salesman an inspection of the TV antenna free-of-charge. But once inside the house, the salesman began his sales pitch on HDTV set-top box claiming that he was authorized by the Government and that all neighbours in the village had already installed the device.

The complainant was undecided and tried to telephone a neighbour or his children for advice; but was stopped doing so as, the salesman claimed, making a telephone call jointly with the set-top box would produce radiation. Indeed, no phone call should be made within one hour of installation.

Under the relentless persuasion of the salesman, the complainant reluctantly agreed to the installation, signed a document and paid in cash – let alone reading the terms and conditions in the contract.

Mediation outcome: the company denied and refused to make any settlement.

Case No. 3 – Payment by Credit Card

The salesman represented himself as agent of the telecom authorities to install HDTV set-top box in order to enable reception of TV broadcast signals. In the course of installation, the salesman claimed that an additional set-top box was needed to avoid interference from the use of computer, and that the complainant if dissatisfied could have the device returned within 7 days.

Eventually, the complainant agreed to install 2 set-top boxes. The salesman requested payment by credit card with the promise that there would not be any immediate transfer of money. Later in the evening, the complainant's family members became suspicious and called up OFTA for enquiry. The next day they found that the company had through the bank took out a sum of \$5,760.

Mediation outcome: the company made no response to the allegation.