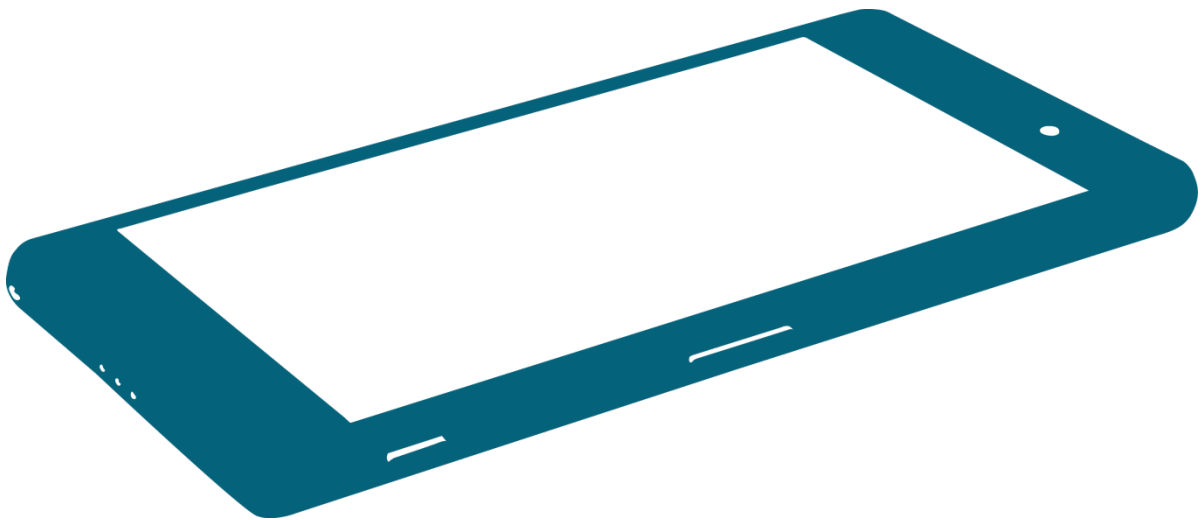


Mobile Phones

A joint financial capability and consumer rights toolkit



**citizens
advice**

**Guidance on finding, taking out
and having a mobile phone
contract**

This session pack has been produced as part of Citizens Advice Financial Skills for Life, in conjunction with the Consumer Strategy team

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Introduction

This toolkit is designed to help advisers provide activities and information to clients that are considering entering into – or have already entered into – a mobile phone contract. Advisers are welcome to provide tailored information to the client at their own discretion, and are recommended to attend our separate training course **'integrating financial capability into advice'**.

Subject information

The toolkit contains all the key information for the topics covered. Any additional information that is given should be taken from an up-to-date and accurate source such as:

- The debt and money section of [the Citizens Advice website](#).
- The consumer section of [the Citizens Advice website](#)
- The [Money Advice Service website](#)
- Other online services as appropriate.

Trainers are encouraged to feedback to the Financial Skills for Life team with any feedback about training materials or resources.

If you have any comments, please contact:
financial.skills@citizensadvice.org.uk

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Toolkit Overview

This toolkit contains a series of activities to help advisers and volunteers provide guidance and information to clients who are thinking about entering – or have entered – a mobile phone contract.

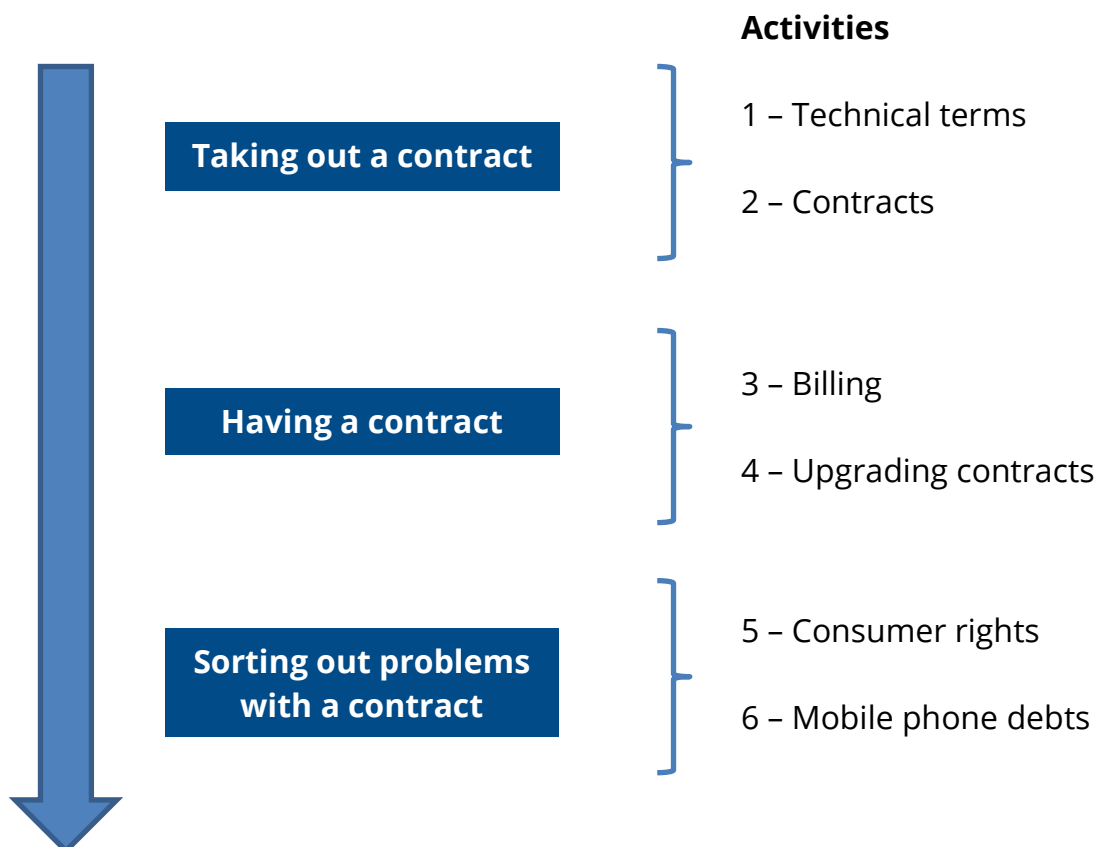
The objective of these activities is to inform clients so that they are empowered to make a confident and appropriate choice for their own circumstances.

The materials in this toolkit were co-designed by the Financial Skills for Life and Consumer Strategy teams within Citizens Advice.

How and when to use this toolkit

The activities in this toolkit can be used in the following ways

- As a single session with a group of clients
- Individually depending on a client's stage in the purchasing process (see below)



Lesson objectives

As part of the Dialling Down Debt mobile phone campaign we have produced three consumer education resources which have the aim of raising consumer awareness of what to be aware of when purchasing some form of mobile phone offer, and three financial capability resources to support a clients decision when making that choice.

Key objectives are,

- To understand key terms that relate to mobile phones
- To consider carefully your mobile user needs before taking up a contract or purchasing a phone
- To understand the importance of managing your billing dates
- To be confident of how and why to upgrade your phone
- To be aware of your consumer rights when purchasing a contract or phone *
- To know how to begin tackling mobile phone debts, and where to get advice
- To know where to get advice if you have a consumer problem with a mobile phone contract, bill, handset or SIM

** Consumer rights come primarily from the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. A brief guidance is submitted in this pack, however more investigation will be required for in depth look at both pieces of legislation. **However it is essential to point out that trainers using the resource should not advise participants on specific cases and should direct the participant to the Citizens Advice Consumer Service.***

Session specific guidance

Manage expectations – Make it clear to clients that the session is an *introduction* to taking out and managing a mobile phone contract and that if they want more detail, they will have to make that clear to the advisor.

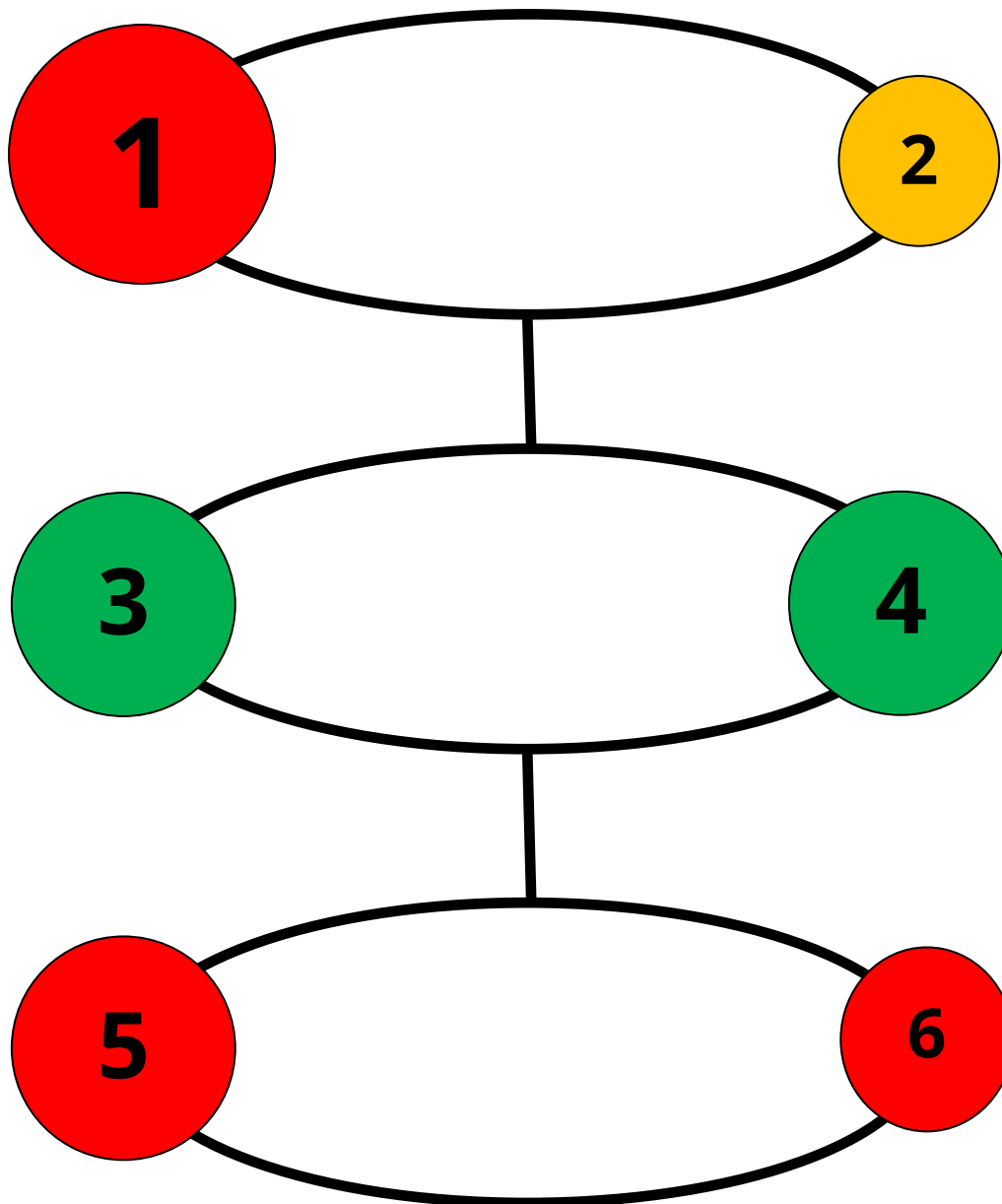
Signpost and empower – Ensure that clients are aware that after the session they will have a clear idea where to go to answer certain queries and to get further assistance.

Timings – All times are only guidelines. Trainers are welcome to be flexible; if that means expanding some activities and dropping others, that's up to the trainer.

Low-pressure commitments – It should be stressed that this is NOT a situation to feel pressure about, and that it is a safe learning environment.

Signposting for advice - If you deem a client to need consumer advice or debt advice on a specific issue, direct them to the appropriate service. This may be their [local office](#) or [the Citizens Advice website](#).

Lesson Plan



This session is intended to take around 60 minutes to deliver, if every activity is undertaken.

Advisers should choose the activities suitable for the client based on which stage of 'using a mobile phone' they have reached.

Red activities – Are **essential** to most session on this topic

Amber activities – Are generally **highly recommended** but not essential

Green activities – Are generally **optional** activities, if time allows

The size of the bubble indicates roughly how much time – relative to the session - to spend on an activity.

Clients Frequently Asked Questions

What is the Consumer Rights Act 2015?

The Act covers goods, services and digital content and aims to make it easier for consumers to understand and access their key rights, including:

- the right to clear and honest information before you buy;
- the right to get what you pay for;
- the right to goods and digital content being fit for purpose, and services being performed with reasonable care and skill; and
- the right for faults in goods you buy will be put right free of charge or a refund or replacement provided.

What is Alternative Dispute Resolution?

Alternative Dispute Resolution (ADR) is a process that enables disputes between a consumer and business to be settled via an independent mechanism outside the court system.

There are different forms of ADR: mediation (where the ADR provider facilitates an agreement between the parties), adjudication and arbitration. In both adjudication and arbitration, the ADR provider makes a decision based on the information provided by the parties (either in writing or in person) but, while the decision of an adjudicator can be appealed to the courts, the decision of an arbitrator cannot (other than in limited circumstances). The decisions of an adjudicator and an arbitrator are both binding on the parties and can be enforced through the court.

What is the Consumer Contracts (Information, cancellation and additional charges) Regulation (CCRs) 2013?

The CCR laws give better protection to you when you are buying goods or services in UK and Europe. Businesses must provide you with information before you buy goods or services. Some contracts allow you the chance to hand back the goods or not have the service within a short time after you have bought the goods or agreed to have the service. How much businesses will have to follow these rules will depend on where or how the contract was made.

- In a shop, garage or business – this is called an **“on-premises”** contract
- In your home, on the street or away from the business address – this is called an **“off-premises”** contract.
- Over the telephone, on-line or by mail order – this is called an **“at a distance”** contract

It is important to remember this information when you are buying goods or services so you know your legal rights. Before you buy goods or services you should be given clear and easy to understand information especially about your rights to cancel the contract and not have the goods or services if you change your mind.

What are your cancellation rights?

Some contracts give you - the customer - the right to cancel the contract. It means you have a short time within which to change your mind about buying goods or services and you can cancel the order. These cancellation rights apply to when you buy goods or services “off premises” or “at a distance”: for example, when you buy goods or services on the street, in your home, online or over the phone. You have the right to cancel a contract made in these ways.

These cancellation rights do not apply when you buy goods or services in a shop, garage or business premises. The cancellation or cooling off period starts the day after the goods or services you have bought have been delivered or the service contract starts. You normally have 14 days to change your mind. Also, if the trader does not provide you with the right information before you buy the goods or services about the

conditions, time limit and how you cancel the contract, this will extend the time you have to cancel the contract.

If that information is provided within 12 months, you have 14 days after receiving it. If it is after 12 months or it is never provided, the cancellation period finishes at the end of 12 months after the day on which it would have ended. So the maximum cooling off period is 12 months and 14 days.

Remember – if you activate a SIM this counts as starting to use the service and means you lose the right to cancel.

Your responsibility as the customer –

- You should understand the contract you have agreed to enter into
- If you do not fully understand the contract ask the trader to explain it to you in a way that you can understand.
- Alternatively you can ask a friend, family member or your local CAB help you.

You MUST tell the trader if you decide to cancel the contract by EITHER using the cancellation form provided by the trader OR a clear statement (in writing) giving your decision to cancel the contract.

Returning goods

You have the responsibility for the return of cancelled goods unless the trader offers to collect them. You must check the terms and conditions in the contract. If it is your responsibility to return the goods you must,

- Send them back or hand them to the trader or their authorised representative
- Use an appropriate address – make sure you are returning the items to the correct place
- Do this as soon as possible and within 14 days of telling the trader you are cancelling
- Pay the direct costs for returning the goods. But you do not have to pay this if the trader/ business has agreed to pay the cost.

- You do not have to pay the direct costs if the trader/ business did not give this information before you agreed to purchase the item.
- Use appropriate packaging and ensure that the goods are returning in good condition.

The trader's responsibility for returned goods

The trader must give you all information for the contract in a clear and easy to understand way. You are not required to pay any other costs for returning or collecting the goods, for example, a stocking fee or cancellation charges.

- The trader/ business cannot charge a fee for accepting the returned goods and must refund all payments: without unreasonable delay within 14 days after the trader receives, or you provide evidence that the goods were sent, if the trader did not offer to collect or within 14 days from when the trader was informed of the consumer's decision to cancel
- The trader should give the refund in the same way that you made the payment unless you specifically agree to receive the money a different way.

The trader's responsibility for supply of a service

The trader should not begin supplying a service during the cancellation period unless you have asked them to. If you ask for the service to be supplied straightaway you must do this in the form of an email or letter (or anything that can be used as evidence or proof that you have contacted the trader).

Activity One – Understanding technical terms

For advisers – The following activity is a **word match** game intended to help clients understand what certain terms specific to mobile phones and their contracts mean. There will be a factsheet provided that can be given to the client after the activity, and this will contain everything discussed on this topic.

Practical tips – Trainers should print out the word cards and their definitions before the sessions. They can be printed in colour, but will also be clearly legible in black and white as well. If trainers are expecting to do this session multiple times, it is recommended they laminate the cards so they can be used repeatedly.

The activity – Trainers should ask clients to match the words to the definitions. There are 25 pairs, so trainers can remove some if they want to make the activity shorter. If the session is being delivered to a group rather than on a one-to-one basis, then the activity should be undertaken in pairs.

Feeding back – After the pairs have been matched, the trainer should guide a group discussion around the answers. Factsheets can be provided then, or after the activity.

- Accelerometer
- Feature phone
- Audio jack
- Dongle
- Smartphone
- 3G/4G/5G
- Gb and Mb
- Bluetooth
- Pay As You Go (PAYG)
- SIM card
- Apps
- SIM only
- Fair Usage
- Data
- Android phone
- iPhone
- Windows phone
- Wi Fi
- Megapixels
- Contract
- Roaming
- SIM free
- Dual lens
- Stylus
- Dual SIM

3G/4G/5G – Third, fourth and fifth generation phones. The later the generation, the more advanced the phone

Accelerometer – This is in a smartphone: it tells how you're holding the phone and flips the screen image accordingly

Android phone – A common type of smartphone, powered by Google and with apps in the Google Play store.

Apps – Small programs that can be downloaded onto the phone to perform tasks. There are apps for everything, from email, maps, music and games.

Audio jack – This is just another word for the socket where you can plug headphones in

Bluetooth – A way of connecting the phone to other devices remotely (like headphones, or a handsfree headset)

Contract – An agreement to pay a monthly mobile phone bill for a fixed period (often 12, 18 or 24 months)

Data – A way of measuring the amount of internet that is being used

Dongle – A device that plugs into a device to give it internet access whether or not there is any internet in the area

Dual lens – This means that the phone has two cameras, one on the front and one on the back.

Dual SIM – This means that the phone can have two SIM cards in it at the same time (useful if you want to use two phone numbers, or have two different contracts)

Fair usage – A way of putting limits on calls/data/texts, even on 'unlimited' contracts

Feature phone – A mobile phone that cannot go online, but can still send texts and make calls

Gb and Mb – Gigabytes and Megabytes are a way of measuring memory. A Gigabyte is around a thousand times bigger than a Megabyte.

Pay As You Go (PAYG) – A PAYG contract is one where you pay for credit in advance with top-up cards. You can then spend this on calls, texts, or data.

SIM card – The small gold chip – like the one on a bank card – that is in the phone. This is what is attached to your phone number and contract.

SIM only – It is possible to buy just the SIM card, and then separately buy a phone handset you want to put this in.

Windows phone – An uncommon type of smartphone made by Nokia and Microsoft. Apps are bought on the Windows Store, which is very small.

Wi-Fi – A brand term for wireless internet.

Megapixel – A way of measuring the resolution of the camera that is built into the phone handset. The more megapixels, the better the image quality.

iPhone – A common type of smartphone made by Apple, with apps purchased from the Apple store

SIM free – A phone without a SIM can have any SIM from any network put into it.

Smartphone – A mobile phone that can be used to go on the internet and can use apps

Roaming – Using your phone overseas

Stylus – A small pen-shaped instrument that can be used to enter information on a touchscreen like a tablet or phone.

Mobile phone terms

3G/4G/5G – Third, fourth and fifth generation phones. The later the generation, the more advanced the phone.

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Apps – Small programs that can be downloaded onto the phone to perform tasks. There are apps for everything, from email, maps, music and games.

Audio jack – This is just another word for the socket where you can plug headphones in. iPhone 7 does not have this.

Bluetooth – A way of connecting the phone to other devices remotely (like headphones, or a handsfree headset)

Contract – An agreement to pay a monthly mobile phone bill for a fixed period (often 12, 18 or 24 months)

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Activity Two – Mobile phone contracts

For advisers – The following activity is intended to help clients understand what factors to consider when taking out a phone contract. Key terms are included, but if the adviser thinks it is necessary, they can also introduce terms from activity one.

Practical tips – Advisers should discuss the first page – and the terms it raises – before asking a client to fill in the grid on the second page.

The activity – After discussing the terms on the first page, advisers should ask clients to fill the grid in. If the session is being delivered to a group rather than on a one-to-one basis, then the activity can be undertaken individually first, and then joined into pairs or groups before whole class feedback.

Feeding back – After the grid has been completed, the adviser should guide a group discussion around the answers.

Remember – There are no right or wrong answers, each clients will have their own needs to consider. For advice on specific issues, a client should contact the Citizens Advice Consumer Service

Choosing your phone contract

There are different types of phone tariffs available to mobile phone consumers. A tariff is the price you will pay for using the item/ service. Consider carefully what your budget is, your user needs, how and where you can buy the product of your choice.

Contract - an agreed term for which you will pay a certain amount per month for an agreed amount of calls/ text/ data. A handset of your choice will be included in the contract.

PAYG - an upfront cost for the phone and then you pay for use based on the tariffs the offer. This will not tie you into a timeframe i.e. 18 month contract or 2 year contract, but you may find the cost per text/ call/ data usage may be higher.

SIM only - same as contract but without the handset - you will need to provide your own phone that fits the SIM. You might also need to unlock the phone to change network, so may incur a charge for this.

Handset only - the phone is purchased directly from a retailer without any link to a mobile phone network. However if you buy a handset second hand you may have to pay to unlock the phone to switch networks.

What else do I need to consider?

Insurance – you may be offered insurance to protect your phone. Check to see if your home insurance or even your bank account policy already covers the phone: if you are covered, check what the excess amount on the claim is. If insurance is something you are interested in, check to see what the cost is, what the insurance covers, and what evidence you will need if you are making a claim.

Data roaming – if you are planning to use your phone abroad you may be offered data roaming, which will allow you to use your phone abroad. This means you will know how much you are paying in advance and what usage you can use. Check the costs of calls/ texts/ data if you don't have data roaming. Check which countries this offer applies to and also consider how often you are likely to use this facility.

Discounts on additional devices – some companies may offer you an extra tablet/ or phone at a discounted price when you take out a contract with them for a phone. Consider if you need this and also if you can afford it.

So what do I do now?

It is essential to consider what type of mobile phone user you are...

- Do you mostly make calls?
- Do you mostly text?
- Do you mostly use social media and therefore need data?
- Do you download films/ music/ photographs and therefore need lots data?

Use the table below to establish what might be the most suitable tariff to suit your needs.

	Your Budget	Monthly cost	Texts/Calls	Data	Duration	Extras	Cancellation fees
Contract							
SIM-only							
PAYG							
Handset only							

Activity Three – How do billing dates work?

For advisers – The following activity is a pair of **case studies** that are intended to help clients understand how taking out or renewing a contract will be billed from their account.

Practical tips – Trainers should make sure that clients understand the difference between billing periods, billing dates, and payment dates before attempting the activities. The first case study – **Carly's new phone** – should be attempted first. The second case study – **Carly's phone upgrade** – is more complex.

The activity – Trainers should ask clients to read the first case study and then attempt to answer the questions. If the session is being delivered to a group rather than on a one-to-one basis, then the activity should be undertaken in pairs.

Feeding back – The trainer should guide a group discussion around the answers. As long as the clients have understood the principle, the trainer can then repeat the activity with the second case study.

Remember – These are broad rules only. Some providers will have slightly different processes, but the key thing is for clients to be aware that these issues exist around billing dates, and that they can be understood.

If this was useful, why not try –

Financial Capability resources – Topics - Banking activities - Direct Debits

Activity answers and explanations

Carly's new phone

When is her first billing date?

18th February 2017

How much is it?

£15

What billing period is this for?

18th January 2017 to 18th February 2017

When is her first payment date?

11th March 2017

How much is it?

£15

What billing period is this for?

18th January 2017 to 18th February 2017

When is her last billing date?

18th January 2018

When is her last payment date?

11th February 2018

What billing period is this for?

18th December 2017 to 18th January 2018

What date do you think she should pick, and why?

She should pick the 10th, as it's when she gets paid and this will help her budget for the rest of the month.

Activity answers and explanations

Carly's phone upgrade

When did she make her last payment?

Her last payment was actually on the 18th January 2017 – today – which happens to be the same day she's taking out her upgrade.

How much was it?

It's still £15.

What period does this bill pay for?

This is for the billing period from 23rd November 2016 to 23rd December 2018. Remember, just because Carly set the payment date to a different date doesn't mean that the billing period changes.

When is her next payment due?

11th February 2017

What is the billing period for that one?

23rd December 2017 to 18th January 2017

How much will this cost her?

It will be a little less than £15, as it is a little less than a normal billing month.

What is the next payment date after that?

11th March 2017

What is the billing period for this?

18th January 2017 to 18th February 2017

How much will this cost her?

£15

How do billing dates work?

Let's look at some situations where you might take out a new phone contract, or upgrade your old one. This needs you to understand the difference between billing periods, billing dates, and payment dates.

Billing period – This is the period you are being charged for. It's almost always a month, and all the costs you build up here are added up on your....

Billing date – This is when your bill for the billing period (normally the last month) is produced. You can normally get this online, or get it posted to you if you prefer. The actual bill gets taken from your account on the...

Payment date – This is the actual date in the month that the money is taken from your bank account to pay your phone bill. Some companies will only take this on a working day, so if this date falls on a weekend then it will actually be taken from your account the following Monday.

Now we have those clear, let's look at some situations where it's important to understand how the billing for a mobile phone contract works.

Carly's new phone

Let's imagine it's the 18th January 2017. Carly has just taken out a new mobile phone on a 12-month **contract** of £15 a month. When she was in the shop, she was told that the **billing date** was the 18th day of every month because that's the day the contract starts, but was told she could change the **payment date** to whatever she wanted. She decided to change it to the 11th, as she gets paid on the 10th of the month.

Let's assume that she never goes over her allowance of minutes, data or texts.

- When is her first billing date?
- How much is it?
- What billing period is this for?
- When is her first payment date?
- How much is it?
- What billing period is this for?
- When is her last billing date?
- When is her last payment date?
- What billing period is this for?

Okay, now let's imagine something if different. Carly has taken out her phone, but was told she could only pick from **four** set **payment dates**. She has the choice of 3rd, 10th, 17th and 24th of the month.

- What date do you think she should pick, and why?

Carly's phone upgrade

Now let's look at something a bit different. Carly still takes out a new **contract**, and still does it on the 18th of January. However, let's imagine she's **upgrading** her contract, so that she can have a better phone handset and more data for the same cost of £15.

Well, her old phone had a **billing date** of the 23rd of the month, but when she'd taken it out she had set her **payment date** to be the 18th of every month.

- When did she make her last payment?
- How much was it?
- What period does this bill pay for?

With her new contract, she decides to change her **payment date** to the 11th, as it suits her better.

- When is her next payment due?
- What is the billing period for that one?
- How much will this cost her?
- What is the next payment date after that?
- What is the billing period for this?
- How much will this cost her?

Activity Four – Upgrading contracts

For advisers – The following activity is a series of tips intended to help clients understand what key steps to take before upgrading their contract

They can then do some self-guided research to look into technical terms often used when upgrading phones: detailed information is provided for the adviser to support this.

To discuss with the client

When we come towards the end of a contract - or our handsets start to wear out - we think about what we would like next from our phones. That can be things like:

- A cheaper deal
- More data/ texts/ call time
- A better handset
- Freedom from a contract

It's important to take your time to investigate options and possible better deals. Most providers will keep on a rolling monthly contract whilst you establish what deal might be best for you but you must check this and also check if you are due an upgrade.

Don't be rushed into agreeing to an upgrade without knowing all the relevant information and make sure you're not going to incur any fees if you do decide to leave before the end of your contract!

What should I do if I want to upgrade?

Understand your usage -

When considering upgrading your phone on contract, ask your current provider to go through your recent bills for up to 6 months to get a good idea of your actual usage. Sometimes deals that state unlimited texts or double data might sound appealing but if they're not what you need you may actually be paying more for services you're not going to get the most from.

It can also be good to shop around to see if there are better deals available; once you have come to the end of a contract you do not need to take the upgrade offered.

Consider switching providers -

- You should try to go through an accredited site if available
- Check how information on deals is being filtered
- Check how often the information is updated
- Use a number of different price comparison sites before committing to a product or service
- Check the identity of the business operating the price comparison site, including its business address and not just its website address, before going ahead with a purchase or switch.
- Before you agree to an upgrade or switching to another provider make sure you have established what you need to do in order to keep your contacts and telephone number.

Remember



When using switching sites look for the OFCOM accredited logo

<https://www.ofcom.org.uk/phones-telecoms-and-internet/advice-for-consumers/costs-and-billing/price-comparison>

What do I need to know before I upgrade?

Use an online search to find out what the following words and acronyms mean and note down any relevant information that you might want to discuss with the salesperson.

NUC

Pixels

PAC

Trade-in

Back-up data

Storage

T&Cs

Answers

NUC - Network Unlocking Code - If you want to keep your phone but change network providers, you will need a network unlocking code. Check if there is a fee for this. Once you have unlocked the phone you will be able to use a SIM from a different provider.

PAC - Port Authorisation Code - This is a unique code which will make your phone number portable (this means that you can move it). Requesting a PAC from your provider will allow you to move your phone number to a different provider. Check if there is a fee for this and how long the process might take.

Back up data - Before you consider changing phones or network providers, back up your data to an email or cloud. If you do not back up your data you may lose photos, contacts or downloads as it may not automatically transfer to another phone or network provider

T&Cs - Terms and Conditions - It is essential that you understand the terms and conditions of an upgrade or switching to another provider. Don't be rushed into signing a contract and if you are not sure what something means don't be afraid to ask the salesperson to explain it. If you are agreeing to a contract over the phone, online or from a catalogue (in other words, not on the shop premises), you will be entitled to a cooling-off period in which you can change your mind and cancel the contract within 14 days. Check the contract and get advice from the Citizens Advice Consumer Service as soon as possible if you are unsure.

Pixels - Pixels are the digital dots which a digital camera uses to capture an image. The more pixels, the higher the image resolution will be. A megapixel is equal to one million pixels. If taking good photos on your phone is important to you, read reviews as to how good the camera and imaging is.

Trade In - This is when you can get cash or credit for your old handset. You may be able to put this towards the cost of a new phone, or sell it separately and use the money towards a new phone. You may want to shop around to get the best price, but do be careful about sending the phone off to a company you have picked out online without checking. Unfortunately there are plenty of scammers out there and not only may you not get the cash, you may never see the phone again!

Storage - Check how much storage is available on the phone for your own data, apps, and games. It might also be worth checking how much of the storage is taken up by the pre-installed apps. You may need a memory card in addition to the storage provided. Again check what the actual storage is and the cost of buying additional storage or memory cards.

If this was useful, why not try -

Financial Capability resources – Digital Money Coaching – Etude One

Activity Five – Your consumer rights using your phone

For advisers – The following activity is a guided list of important consumer questions that are intended to help clients understand their rights when buying a mobile phone. Advisers should lead clients through these.

Remember -

Under the Consumer Rights Act 2015 you have certain rights when buying goods or service, which states that service provided must match up to what has been agreed and provided with reasonable care and skill. The Act also covers faulty items and how consumers can resolve these issues. In addition to this if you buy an item or a contract at a distance (such as over the phone, online or catalogue) you have additional rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Whilst there is consumer protection available under these regulations (which are part of what is known as your statutory rights) it is important for you as the consumer to make an informed choice by asking for as much information about the product as possible and fully understanding the cost, length of any contract and any responsibilities you have towards the purchase. The questions below are aimed to help you to make an informed decision about your purchase.

What is the network coverage in my area? i.e how good is the reception expected to be?

Ofcom have developed a webpage and free app for consumers to check the network coverage within their postcode area. Use this before signing up for a contract with a mobile phone service provider <https://www.ofcom.org.uk/phones-telecoms-and-internet/advice-for-consumers/advice/ofcom-checker>

Do bear in mind that networks do sometimes have black spots or connectivity problems. If a problem persists, keep a record of the problem and speak to your provider.

What is included in my purchase?

Make sure you are fully aware of the total term of the contract or purchase, the cost, VAT, the costs involved in going over on your set usage. Any numbers that aren't included in 'free call time.' The seller of the phone should provide you with all the information needed for the purchase, including

What can I do if the price of my contract changes half-way through the agreement?

The service provider should notify you in advance of any changes to costs or Tariffs. If you are not happy with this you may be able to cancel the contract, speak to the provider as soon as you notice to avoid accruing any debt and what might also be seen as you accepting the increase. Get advice from the Citizens Advice Consumer Service.

What can I do if my handset is faulty after a month into my contract?

If the phone is part of a contract then you should speak to the service provider as soon as you notice the fault. If you bought the phone yourself and it is not part of a contract you will need to speak to the retailer. Be aware that if you notice the fault after six months the onus will be on you to prove you haven't caused the fault. Check with the company about their procedures and get some advice on your statutory rights from the [Citizens Advice Consumer Service](#).

I have bought a PAYG mobile phone online but now it has arrived I don't think it is the right phone for me. Can I get a refund?

Check the returns policy and how to return the item. Under the CCR regulations you have up to 14 days to cancel the item because you bought it at a distance, but because you have changed your mind and there is nothing wrong with the order you will be responsible for the return of the item. Make sure you package it correctly and send as a recorded delivery so that you have fulfilled to consumer responsibility.

Remember – if you have activated the SIM, you have started to use the service and have lost your cancellation rights. Make sure you definitely want your phone before inserting the SIM and switching it on.

Activity Six – Mobile phone debts

For advisers – The following activity is an **action plan** intended to help clients understand what key steps to take if they find themselves in mobile phone debt.

Practical tips – Trainers should provide the Factsheet to the clients, and should discuss the first sheet with them during the session. It is important that clients understand the ways that mobile phone debts can be pursued, and affect their credit ratings.

The activity – Trainers should talk through the steps with the clients, either individually, or in groups. At each stage, trainers can use external sources such as websites or local knowledge to add more context to each tip.

Feeding back – There is no further feeding back of this activity.

Tips for dealing with mobile phone debts

There are lots of reasons that you might have trouble paying your mobile bill: for example, you may have had a change in income, or you may have gone over your phone allowances.

Once you are in debt, it's important to treat it seriously: otherwise your account will default and the mobile provider may then start the debt collection process to recover the outstanding bill. This can then lead to warning letters, phone calls from creditors and eventually County Court Judgments (CCJs) which can have a very damaging effect on your credit rating.

Because this can be such a serious issue, we've put together a one-page action-plan to lay out some simple, straightforward tips of what to do if you have mobile phone debt.

Remember – you should always try to get free debt advice from your local Citizens Advice: we're impartial and confidential, and help clients with debt problems every day.

Dealing with mobile phone debt

Is the debt correct? - Check your contract carefully, and see what your allowances are. It doesn't happen often, but mobile phone companies can make mistakes about people's bills, especially when it comes to overseas charges or internet use.

Can you change your tariff? - Is your current tariff right for you? Shopping around and changing tariff could save you money.

Draw up a budget - Making your own budget is an important step before getting any advice, as the adviser can use this information to start to work out whether you can make any small payments towards the debt. This is very important when contacting the company.

What are my alternatives to mobile phone contracts? - There are such things as SIM-only or PAYG contracts. Contact your provider and consider moving over to them.

Can you cancel the contract and stop the debt increasing? - You can contact your mobile provider and cancel the contract, but it is normal for the cancellation fee to be the full line rental cost of the contract until it ends. It's still worth looking into, as some companies may be willing to freeze your contract for a few months.

Where can I get money from? - It's a radical step, but you could consider downgrading your phone. A cheap handset can be as little as £10, and this then gives you the option of selling your smartphone. These can go for several hundred pounds, depending on the model.

Contact the mobile phone company - Ask them if you can pay in smaller instalments: a Citizens Advice adviser should be able to help with this. They are more likely to agree to a monthly payment plan if you communicate with them honestly and make at least some offer of payment.

Further Information

Further resources and information can be found at:

The **Citizens Advice Consumer Service**, providing clear and practical consumer advice over the phone and email. They can be contacted [here](#), or by calling **03454 04 05 06** (**03454 04 05 05** for welsh speakers) between 9-5pm Mon-Fri.

The **Phone-paid Service Authority** is the UK regulator for content, goods and services charged to a phone bill. That includes premium-rate services, including mobile phone text services and ringtones. They can be found [here](#), and have lots of useful information, including a tool that lets you identify any unknown numbers on your phone bill!

Ofcom is the communications regulator for the UK, and can be found [here](#). Although they do not get involved with disputes between you and your telecoms provider - or about premium-rate services (including mobile-phone text services and ringtones) - they make sure that people in the UK get the best from their communications services and are protected from scams and sharp practices.

Don't forget that providers have to be members of an Alternative Dispute Resolution scheme, and the [Ofcom ADR checker](#) is an ideal place to check this.

The ASA is the **Advertising Standards Authority**, and can be found [here](#). They are the UK's independent regulator for adverts across all media, including adverts found on the internet.

Useful links

<http://www.moneysavingexpert.com/phones/unlock-mobile-phone>

https://www.citizensadvice.org.uk/Global/Migrated_Documents/corporate/the-real-deal-final.pdf

<https://www.citizensadvice.org.uk/about-us/policy/policy-research-topics/consumer-policy-research/consumer-policy-research/hung-up-on-the-handset-an-investigation-into-sales-practices-in-the-mobile-phone-market/>










Evaluation Guidance

citizens
advice

Areas that underpin client financial capability

These are the Citizens Advice Financial Capability Areas that were carefully researched and developed by The Impact Team at Citizens Advice to help local offices measure client financial capability robustly and consistently across services. They were developed in line with the MAS UK Financial Capability Strategy Adult Outcomes Framework. Sample questions and scales can be found overleaf. An Impact Tool is available in Petra for recording responses and progress.

Keeping track of money	Controlled spending
 <ul style="list-style-type: none"> Keep track of money going out, money coming in and calculate what's left over. Check my current balance and keep my papers in order. 	<ul style="list-style-type: none"> Spend or save only what I can afford after covering the basics I need to live, like food, housing and electricity. 
Having enough money to live	Planning ahead with money
 <ul style="list-style-type: none"> Have enough money to cover the basics I need to live like food, housing and electricity. 	<ul style="list-style-type: none"> Know when my bills and payments are due and keep on top of priority bills, like for electricity, loans and council tax. Put some money aside for big or unexpected costs. 
Looking for the best deals	Staying informed about money services
 <ul style="list-style-type: none"> Look at different options and buying the best deal for things like food, clothes, large items or services like phone, electricity or insurance. Get different opinions on what I am buying, like from reviews and comparison websites. 	<ul style="list-style-type: none"> Read the main information about money services I get like banking, benefits and loans. Stay on top of changes to these or get help when I don't understand. 
Mindset	
 <ul style="list-style-type: none"> Confidence about taking action on my money matters. 	

Sample questions and scales for measuring client financial capability

These questions can be used to ascertain how good someone's financial capability is and so, what their level of need is. They also allow you to track progress by being used to follow-up with how someone is getting on after you have helped them.

Score 1 to 3	Score 4	Score 5 to 7
Low financial capability	Average financial capability	Advanced financial capability
High need	Medium need	Low need

Keeping track of money

- Calculate money going out, money coming in and what's left over.
- Check my current balance and keep my papers in order.

Rate your knowledge about the above	No knowledge	No to some knowledge	Some knowledge	Some to good knowledge	Good knowledge	Good to excellent knowledge	Excellent knowledge	Don't know
	1	2	3	4	5	6	7	□
How often do you do the above?	Never	Never to sometimes	Sometimes	Sometimes to often	Often	Often to very often	Very often	Don't know
	1	2	3	4	5	6	7	□

Staying informed about money services

- Read the main information about money services I get like banking, benefits and loans.
- Stay on top of changes to these or get help when I don't understand.

Rate your knowledge about the above:	No knowledge	No to some knowledge	Some knowledge	Some to good knowledge	Good knowledge	Good to excellent knowledge	Excellent knowledge	Don't know
	1	2	3	4	5	6	7	□
How often do you do the above?	Never	Never to sometimes	Sometimes	Sometimes to often	Often	Often to very often	Very often	Don't know
	1	2	3	4	5	6	7	□

Mindset

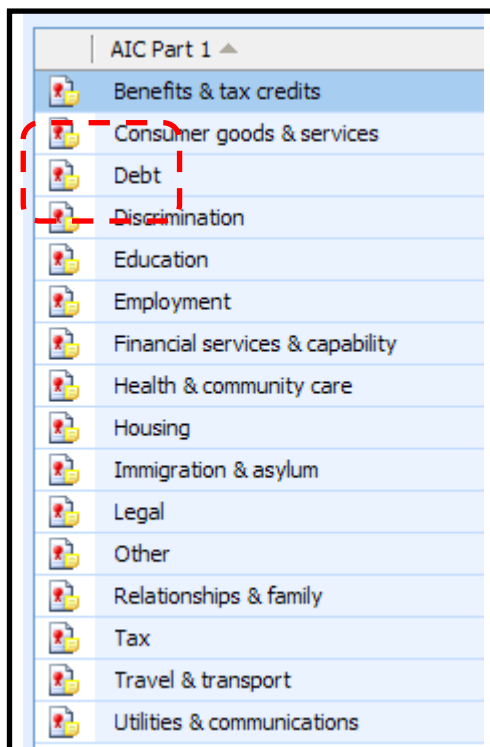
How much confidence do you have about taking action on your money matters?

No confidence	No to some confidence	Some confidence	Some to good confidence	Good confidence	Good to high confidence	High confidence	Don't know
1	2	3	4	5	6	7	□

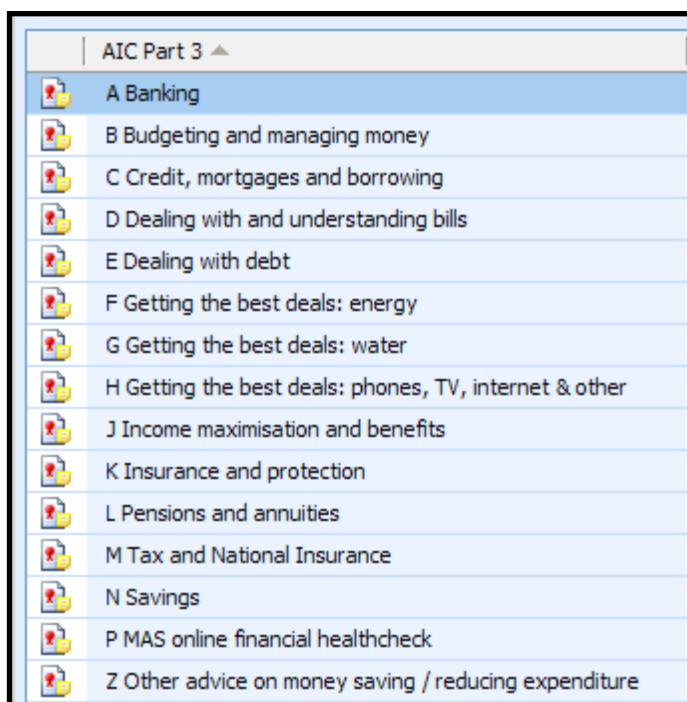
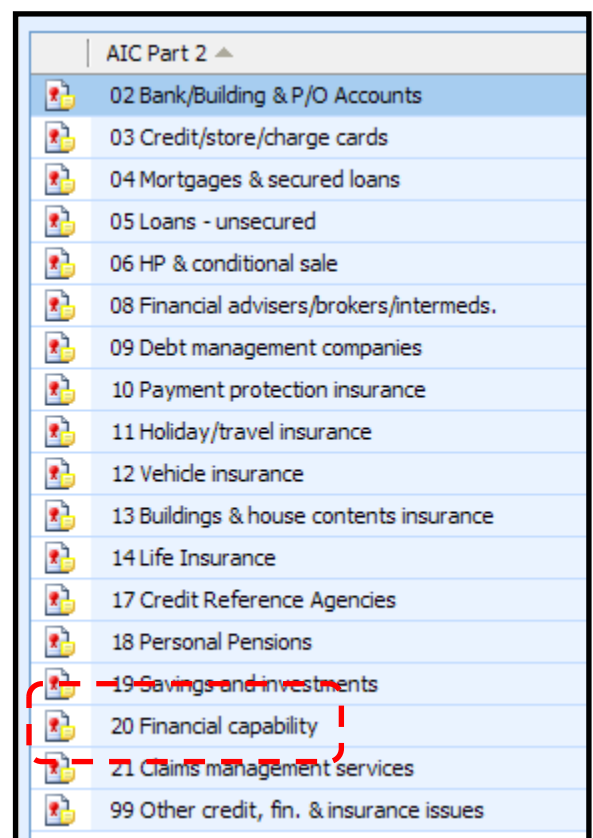
Appendix – Petra codes

Current Petra codes look like this, and it's here that you need to log any financial capability that you do.

Here is the first stage of advice issues codes (AIC) on Petra



Here is the second stage of codes. Note that code **20** is the critical one that you must use to record financial capability.



Within code **20** are these AIC codes. Please use as many as you feel reflect the advice given to the client.

Who this pack is for

Main user groups: Advisers and support workers working with clients across England and Wales who are interested – or have already taken out – mobile phone contracts

Other user groups: anyone who has an interest in providing community learning

Acknowledgments

Thanks to Kate Hobson, whose expertise and guidance was invaluable.

Updates

Although every care has been taken to ensure that this pack is accurate at the time of delivery, many of the areas contained within will evolve and change over time. This means that there may be short periods where the information in this toolkit will require updating. All the Citizens Advice financial capability toolkits will be subject to regular reviews to ensure that these occasions are kept to a bare minimum.

Feedback

We'd be happy to get your feedback on this toolkit, and in fact on any of the financial capability resources. You can email us at Financial.skills@citizensadvice.org.uk

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