



Optical Consumer Complaints Service

Annual Report 2008

COMMUNICATION

As has previously been reported, poor communication is frequently the underlying reason for a complaint coming to the OCCS. It is sometimes difficult to explain to the lay consumer the properties of a product and any idiosyncrasies in wear but this can be important. Often the communication problem lies with the consumer's inability to understand, for whatever reason. In a specialist area, it is not always easy to put in plain language an explanation or response for what is, or may become, an issue; and a person's ability to understand will vary according to intellect and life experience and may be affected by age or health.

As mentioned below, advertising and marketing practices are sometimes misleading or unclear. When things go wrong and a dispute arises, it is always more difficult if the patient's complaint is founded on lack of knowledge or misunderstanding. Our perception is that if the effort is made to explain what a patient may experience and to advise accordingly it will avoid or at least reduce the aggravation and time waste that a practice can otherwise incur. Time spent on communication and explanation usually improves customer relations and it is less likely that an aggrieved customer will misconstrue reasonable and proper advice from a practice as a commercial ploy for the benefit of that practice.

The OCCS does not act as judge and jury when a complaint is lodged. Our objective is to assist in the mediation of a dispute and this we try to do by not taking sides and using our best endeavours to explain to each party the concerns of the other, and to promote a dialogue which hopefully leads to an acceptable compromise. As the OCCS Chairman has mentioned in his introduction to this report, we have had more occasions when a practice has contacted us for a view on a complaint made to the practice and we have been pleased to help. On one occasion, the optician explained that his telephone was on loudspeaker and the patient was present, and we are pleased to report that the problem was solved there and then!

In the following paragraphs are general comments on the principal issues that have been the experience of the OCCS over the year. No apology is offered for much of what follows being a repetition of previous years' reports. The same issues arise year after year and we only hope that repetition will bear fruit and not breed contempt - to mix metaphors!

PARTICULAR AREAS OF DIFFICULTY

"Buy one, get one free" - BOGOF offers continue to feature in our 'complaints portfolio' and usually the dispute is about what the offer means. Consumers understand, and the literal interpretation of BOGOF is, that two identical items can be purchased for the cost of one. There are occasions when the second pair of glasses in a BOGOF offer has been different to and/or of not the same quality as the first, e.g. a cheaper frame is supplied for the second pair. If the second pair is different or cheaper, it should be made clear in the terms of the offer and notified to the consumer before he/she places the order. Care should be taken to ensure that the terms of a BOGOF do not contravene *The Consumer Protection from Unfair Trading Regulations 2008*.

"Cataracts" - We still receive complaints from patients who allege that they were dispensed with "expensive" glasses and then within a short period required a prescription change because of deterioration in their sight or following an operation. Many of the complainants claim that they were never told of a cataract. If this were so, two questions arise: Was the eye examination properly conducted? Was there unnecessary dispensing? Of course, the complainant is convinced that either the sight tester was negligent or that he/she was duped into buying new glasses which would be of use for only a short period. As this report has previously stated, the majority of people over the age of 70 have changes to the crystalline lens in the eye which can be described as cataract. In many of these cases, the eyesight is not affected, and it can cause unnecessary anxiety if the patient is told that he or she has a cataract. However, patients have a right to be told as much as possible about the condition of their eyes, so it is important that the clinical condition of the eyes is explained in such a way that unnecessary alarm is avoided. In cases where vision is reduced, and referral to the patient's General Medical Practitioner is necessary, it is important that the patient understands the temporary nature of any new spectacles and the cost implications involved.

"Interpupillary distance (IPD)" is the distance between the centres of the pupils and is a measurement which is not usually part of the sight test, but is an important element in the dispensing of glasses. The sight test determines the prescription required but the choice of frame and type of lenses are matters dealt with when the consumer chooses their glasses. The law requires the sight-tester to provide the consumer with the prescription "immediately following the test" and this enables the consumer to have the prescription dispensed elsewhere. Failure to provide the prescription and refusal to measure the IPD are often elements in a complaint made to the OCCS, as the consumer believes a practice to be obstructive and protectionist in order to secure business. Our response is to confirm the consumer's right to the prescription but we explain the IPD situation. Whilst we acknowledge the right of a consumer to choose where to purchase their glasses, we do not support internet purchases as being in the consumer's best interest; and our experience is that where two practices are involved, it is more difficult to establish whether it is the sight test or the dispensing at fault if there is a complaint. An optician has no obligation to measure the IPD if not supplying glasses, and if asked to do so we accept that a reasonable fee should be charged. We fear that with the increase in internet purchases problems will increase and we will continue to explain to complainants that we cannot act on their complaint