Case Number: T 1188/07 - 3.5.03
Application Number: 00958542.3
Publication Number: 1208693
IPC: H04M 17/00
Language of the proceedings: EN
Title of invention: Customizing prepaid service
Applicant: Nokia Corporation
Opponent: -
Headword: -
Relevant legal provisions:
EPC Art. 56, 113(1), 123(2)
EPC R. 115(2)
RPBA Art. 15(3)
Keyword: "Oral proceedings held in the absence of appellant"
"Inventive step - main request (no)"
"Added subject-matter - auxiliary request (yes)"
Decisions cited: -
Catchword: -
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DECISION
of the Technical Board of Appeal 3.5.03
of 11 February 2009

Appellant: Nokia Corporation
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Representative: Honkasalo, Terhi Marjut Anneli
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Composition of the Board:

Chairman: A. S. Clelland
Members: F. van der Voort
R. Moufang
Summary of Facts and Submissions

I. This appeal is against the decision of the examining division refusing European patent application No. 00958542.3 (publication number EP 1 208 693 A).

II. The following document which was referred to in the decision under appeal is relevant to the present decision:

D2: WO 99/18713 A.

III. With the statement of grounds of appeal the appellant filed claims of a main request and an auxiliary request I and submitted arguments in support. The appellant requested that the decision be set aside and that a patent be granted on the basis of the claims of the main request or, alternatively, on the basis of the claims of the auxiliary request I. Oral proceedings were requested.

IV. In a communication annexed to a summons to oral proceedings the board raised, without prejudice to its final decision, objections under Articles 84 and 123(2) EPC to the pending claims; the appellant was informed that, if the claims of either request were held to meet the requirements of Articles 84 and 123(2) EPC, it could be necessary at the oral proceedings to discuss inter alia the question of inventive step having regard to the disclosures of the documents on file (Articles 52(1) and 56 EPC). Further, the appellant's attention was drawn to Article 13 RPBA relating to amendment to a party's case; the board stated that if amended claims were filed, it would be necessary at the oral proceedings to discuss
their admissibility and, if the claims were held admissible, the question of whether the amendments, the claims and the claimed subject-matter complied with the requirements of the EPC, in particular Articles 123(2), 84 and 52(1) EPC, respectively.

V. In response to the board's communication, the appellant filed claims of a new main request and a new auxiliary request and submitted arguments in support. The appellant furthermore requested that, if the board considered that the claims did not solve a technical problem or had no other technical contribution, the oral proceedings be postponed until after the Enlarged Board of Appeal had answered the questions in referral G 2/08 [sic] relating to the patentability of computer implemented inventions.

In a further letter the appellant informed the board that it would not attend the scheduled oral proceedings.

VI. Oral proceedings were held on 11 February 2009 in the absence of the appellant. After deliberation, the board's decision was announced.

VII. Claim 1 of the main request reads as follows:

"A method for customizing in a telecommunications system a prepaid service in which prepaid subscribers of prepaid subscriptions can prepay for their calls by recharging their accounts via vouchers, the method comprising the steps of:

maintaining (304) subscriber information on at least one prepaid subscriber using a prepaid subscription,

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maintaining voucher information,

obtaining, in response to a prepaid subscriber
performing a recharge of the prepaid subscriber's
account via a voucher, values of the voucher, the values
including a credit period of the voucher,

characterized by

defining at least two different prepaid profiles
to be used with prepaid subscriptions, each prepaid
profile defining at least one attribute for the prepaid
service, one of the at least one attribute being an
expiry function (EF) defining how to calculate the
validity time of the prepaid credit;

associating (302) the prepaid subscriber's
subscriber information with one prepaid profile,

calculating, in response to the recharge, the
prepaid subscriber's credit validity time according to
the expiry function defined in the prepaid profile
associated with the prepaid subscriber's subscriber
information, the expiry function using the obtained
credit period of the voucher as an input."

Claim 1 of the auxiliary request differs from claim 1 of
the main request in that between the associating and
calculating steps the following step is inserted:

"maintaining the prepaid subscriber's current state in
the prepaid subscriber's subscriber information,"

and in that at the end of the claim "input" is followed
by "; and calculating for each state a date when the
state is entered".
Reasons for the Decision

1. Procedural matters

1.1 The conditional request for postponement of the oral proceedings was refused, since the point of law referred in G 03/08 (the board assumes that the appellant erroneously referred to G 02/08) is concerned with the application of the exclusion of computer programs as such, Article 52(2) and (3) EPC, and was considered to have no bearing on the decisive issues in the present appeal. The appellant, which was duly summoned, had informed the board that it would not attend the oral proceedings and, indeed, was absent. The oral proceedings were therefore held in the absence of the appellant (Rule 115(2) EPC, Article 15(3) RPBA).

1.2 In view of the observations made in the communication annexed to summons to oral proceedings, see point IV above, the appellant could reasonably have expected the board to consider at the oral proceedings the objections and issues raised in the communication not only in respect of the claims as pending at the time but also in respect of the claims which were filed by the appellant in response to the summons to oral proceedings. In deciding not to attend the oral proceedings the appellant chose not to make use of the opportunity to comment at the oral proceedings on any of these objections and issues but, instead, chose to rely on the arguments as set out in the written submissions, which the board duly considered below.

1.3 In view of the above and for the reasons set out below, the board was in a position to give at the oral
proceedings a decision which complied with the requirements of Article 113(1) EPC.

2. Main request

2.1 The appellant argued that D2 represents the closest prior art. The board agrees.

2.2 The appellant further argued that the method of D2 differed from the method according to claim 1 of the main request in that the method of D2 did not have at least two different prepaid profiles having as an attribute an expiry function, a prepaid subscriber's subscriber information was not associated with a prepaid profile, and no credit validity time was calculated in response to a recharge, the credit validity time being calculated according to an expiry function using a credit period of the voucher used in recharge as an input.

In the board's view, D2 discloses, using the language of claim 1 of the main request, a method of implementing in a telecommunications system a prepaid service in which prepaid subscribers of prepaid subscriptions can prepay for their calls by recharging their accounts via vouchers (see D2, the abstract). The telecommunications system includes a service control point (SCP) 162 (Figs 1 and 2) which includes a computer 180, service logic 182 and a database 184 in which several database records 200, 220, 240 and 260 are stored (Figs 2 and 3 and page 12, second paragraph). The method includes the steps of maintaining subscriber information on at least one prepaid subscriber using a prepaid subscription, to wit in database record 200 (Fig. 3) which includes a so-
called A-number field 202 which identifies the subscriber (page 12, third paragraph, and page 14, third paragraph), maintaining voucher information in database record 240 (page 12, penultimate paragraph, and Fig. 3), and obtaining, in response to a prepaid subscriber performing a recharge of the prepaid subscriber's account via a voucher, values of the voucher, inter alia a voucher number and a voucher secret code (Fig. 5, page 12, penultimate paragraph, and page 14, last paragraph, to page 15, first paragraph). At page 16, second paragraph, it is stated that a voucher may also have a predefined expiry date. The voucher can be used for adding a desired amount of money to the subscriber's account in record 200, i.e. to monetary field 208 of the record 200 (page 12, last paragraph, and page 13, lines 3 to 6).

In database record 200, the prepaid subscriber's subscriber information is associated with a respective prepaid profile, in which attributes for the subscriber's prepaid service are defined in a corresponding field. More specifically, for each A-number, field 212 of record 200 represents possible blocking instructions and field 210 represents an expiry date (page 12, third paragraph, and Fig. 3). Hence, the prepaid service is customized to each subscriber in that for each subscriber the fields 210 and 212 of record 200 define a prepaid profile to be used with the prepaid subscription.

2.3 The subject-matter of claim 1 thus differs from the method disclosed in D2 in that according to claim 1 one of the attributes is an expiry function which defines how to calculate a validity time of a prepaid credit and...
in that, in response to the recharge, the prepaid
subscriber's credit validity time is calculated
according to the expiry function defined in the prepaid
profile associated with the prepaid subscriber's
subscriber information, the expiry function using an
obtained credit period of the voucher as an input.

2.4 D2 does not describe how the expiry date in field 210 of
database record 200 of the subscriber's account is
determined. Starting out from the disclosure of D2, a
person skilled in the art would therefore, on putting the
method of D2 into practice, be faced with the problem of
implementing a means for determining this expiry date.

2.5 In the board's view, it is evident that in the system of
D2, after a recharge via a voucher which has a predefined
expiry date which expires later than the subscriber's
account, the expiry date of the subscriber's account is to
be updated so that the new expiry date is equal to or,
preferably, later than the expiry date of the voucher. In
doing so, the new expiry date in field 210 of the
subscriber's account represents the prepaid subscriber's
credit validity expiry date and is arrived at by using an
expiry date calculation scheme, or expiry function, which
is applied in each of the subscriber's prepaid profiles
represented by the record 200 and which defines how to
calculate the prepaid subscriber's credit validity expiry
date in response to a recharge by the respective
subscriber, in which the expiry date of the voucher is
used as input.

Further, in the board's view, whether the validity
period of the voucher is expressed in terms of a credit
period or a credit expiry date and whether the validity
period of the subscriber's prepaid credit is expressed in terms of a credit validity time or a credit expiry date is, in the context of the claimed method, arbitrary. In this respect, it is noted that in the preferred embodiment the expiry function actually calculates a credit expiry date rather than a credit validity time (see the description as published, page 6, lines 14 to 16). No inventive contribution can therefore be seen in choosing one or the other.

2.6 Putting the method of D2 into practice and taking into account his/her common general knowledge in the relevant field, a person skilled in the art would therefore, without the exercise of inventive skill, have arrived at a method which includes all the features of claim 1.

2.7 The appellant argued that the objective problem to be solved was how to provide customization of prepaid services so that credit validity time, for example, may vary, without it being necessary to increase the number of different vouchers. This problem was said to be solved by having at least two different prepaid profiles, each having an expiry function associating a prepaid subscriber with a prepaid profile, and calculating during a recharge a credit validity time according to the expiry function and using the credit period of the voucher as an input.

The board does not find these arguments convincing. As set out above, D2 implicitly discloses different prepaid profiles; the appellant's formulation of the objective problem does not take this into account. Further, the board notes that, in any case, the claimed method does not require that the expiry function defined in the
prepaid profiles is different for the different prepaid profiles. Hence, it is not clear how the claimed method would actually solve the problem of customizing the prepaid services as formulated by the appellant.

2.8 The subject-matter of claim 1 of the main request does not therefore involve an inventive step having regard to the disclosure of D2 and taking into account the common general knowledge of the person skilled in the art (Articles 52(1) and 56 EPC).

2.9 The main request is therefore not allowable.

3. Auxiliary request

3.1 The amendments to claim 1 according to the auxiliary request introduce the term "state" (see point VII above; "the prepaid subscriber's current state", "each state", and "the state").

3.2 The appellant submitted that claim 1 was amended "to take into account the states according to what is disclosed on page 7, line 29- page 8, line 6, and Figure 2 having DF as a deposit function and EF as an expiry function". Further, it submitted that "on page 6, lines 21-27, it is described that other dates are calculated, the other dates being dates when a corresponding state is entered".

3.3 The board notes however that in the description (see page 5, lines 17 to 25, and page 6, lines 3 to 7 and 24 to 27), the term "state" is used in a specific context only, namely one in which five different subscription states are distinguished, i.e. an "active" state, a
"near the credit expiry" state, a "credit expired" state, a "near subscription expiry" state, and a "subscription expired" state, and in which an expiry state handling function is defined which is used to calculate when one of these states is to be entered as the current state on the basis of the calculated credit expiry date and values ("DTn") which correspond to these different states (see page 4, lines 23 to 27, page 6, lines 21 to 27, and Fig. 2).

Claim 1 of the auxiliary request does not however include these specific features, but merely refers to "prepaid subscriber's current state", "each state" and "the state" without any further definitions. Since none of the claims as originally filed includes features relating to a "state", with the exception of claim 6, in which, however, reference is made to the above-mentioned expiry state handling function only, claim 1 of the auxiliary request defines an intermediate generalisation of what is disclosed in the description and drawings as originally filed, on the one hand, and the claims as originally filed, on the other hand, without there being a basis for this intermediate generalisation in the application documents as originally filed.

3.4 Claim 1 of the auxiliary request therefore contains subject-matter which extends beyond the content of the application as filed and, hence, does not comply with the requirements of Article 123(2) EPC.

3.5 The auxiliary request is therefore not allowable.

4. In the absence of an allowable request the appeal must be dismissed.
Order

For these reasons it is decided that:

The appeal is dismissed.

The Registrar:      The Chairman:

D. Magliano       A. S. Clelland