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1.0 Auto Diallers

1.1

T provided a telephone line to C. T contacted C to discuss the high value of calls on the account and C discovered these were charges for unauthorised international calls made from C's line. It appeared that these calls had been accessed via C's computer equipment from auto diallers that had been inadvertently downloaded. C contacted ICSTIS and was notified that it could not help with international numbers. C complained and T began investigating the calls. T maintained that the calls were the responsibility of C and that a credit would be added for the shortfall in customer service received by C in the delay experienced in dealing with the complaint. A further credit was raised. C wrote a number of letters to T disputing liability for the calls but T considered that C was ultimately responsible for any calls, authorised or not, from Cs telephone line.

The Ombudsman sympathised with C in the distress caused by the unauthorised dialling of international numbers. She was aware of the current problem but considered that the protection of a customer's equipment in accessing such services without authorisation was the responsibility of the customer. T could not restrict access to numbers at its own discretion. She considered that T should take some responsibility for the notifying C of the high value of the account and the possibility that the calls were unauthorised, and noted that T had addressed this. C was ultimately responsible for the payment of the outstanding charges so she required T to contact C to discuss call barring and convenient repayment options.

1.2

C received a call from T to advise that it had been looking in to a rogue dialler and confirmed that a large number of high value calls had been made from C's second telephone line. C claimed that this exceeded the limit previously set for a whole quarter. C had many conversations with T and sent it two letters of complaint yet T maintained the charges. C maintained T did not contact C until that evening by which time further calls had been made.

The Ombudsman found that T had not placed the appropriate bar on to C's line when it could have and also that C received conflicting information regarding C's DD and credit limit. Therefore the Ombudsman required T to credit C's account with a goodwill payment for its failure to apply a bar and any shortfall in customer service. C remained liable for the outstanding balance once the credit had been applied.

1.3

The Ombudsman concludes C disputed charges to an internet service and to a technical support helpline number. Based on the information made available to her the Ombudsman considers T correctly generated and maintained these charges. The Ombudsman accepts T's position that whilst connected to the internet, the computer user is wholly responsible for taking appropriate measures to ensure protection against any kind of problem that may be encountered whilst accessing the World Wide Web.

Whilst the Ombudsman does not rule out the calls were made unbeknown to C, she finds no justification for releasing him from his liability to pay the outstanding balance on the account.

The Ombudsman considers T failed to provide an adequate explanation or handle this complaint satisfactorily. The Ombudsman requires T to issue a formal letter of apology and explanation of the customer service issues raised on this case. The Ombudsman directs T to reinstate the services on the proviso C pays the outstanding balance on the account.

1.4

C complained that T had charged the account with calls that had not been made. T clarified the calls had been made by computer equipment attached to its line. T acknowledged its delay whilst investigating C's issues. T awarded C a good will gesture in recognition of its delay. T alerted C to the unusual call pattern and preventative measures available to avoid this incident happening again.

The Ombudsman accepts T's good will payment in recognition of its customer service issues as satisfactory. With regard to the outstanding balance on the account she considers C to remain liable. She requires T to take no further action in light of this complaint.

1.5

C complained that T had charged the account with calls that had not been made. T clarified the calls had been made by computer equipment attached to its line. T acknowledged its delay whilst investigating C's issues. T awarded C a good will gesture in recognition this delay. The Ombudsman directed T to make a further payment of in recognition of its poor customer service and its failure to alert C to the unusual call pattern. With regard to the outstanding balance on the account she considers C to remain liable. .

1.6

C received a telephone bill from T which included 28 international call charges. C complained that T should have noticed the problem earlier, and notified of the excess charges involved, so something could have done. T highlighted that it now has a system that alerts when high usage occurs, but this was not available at the time. T advised C to contact ICSTIS, and provided advice on anti-virus, firewall and call bars; it also highlighted that standard security advice is available on its website. T offered C a payment plan which was not acceptable to C. C suggested a smaller one, but T stated this was insufficient. C then paid the outstanding balance in one payment. C believed T had not provided an adequate level of customer service, and complained that it had failed to protect C.

The Ombudsman fully appreciated the frustration felt by C, but did not believe T had been negligent in the advice or customer service it has provided C. She also believed T had legitimately applied the charges and had attempted to set up a payment plan to assist C. The Ombudsman welcomed these actions, and did not require any further action to be taken by T. She also felt that compensation was not appropriate in resolution.

1.7

C disputed international call charges on their bill and complained to T. T maintained the call charges and stated they related to a rogue dialler. T offered C preventative and protective help. C continued to dispute the call charges.

The Ombudsman was satisfied that T had provided a reasonable duty of care to C. The Ombudsman did not require any further action to be taken by T in this instance.

1.8

T contacted C to advise on increased call charges due to a rogue dialler and T applied a call bar to the account. C disputed the charges and T offered C preventative and protective help and advice. C continued to dispute the charges.

The Ombudsman considered that T had provided C with a reasonable level of care and contacted them in a timely manner to advise on the increased charges. The Ombudsman did not require any further action to be taken by T.

1.9

C received a bill with unrecognised calls to a rogue dialler. The calls were disputed but T requested payment in full as it did not recognise that it had been at fault. T offered to make a credit due to the delay in investigating the case.

The Ombudsman found this to be reasonable and required no further action from T. C is liable for any remaining outstanding balance.

1.10

C contacted T as charges for PRS calls were discovered on billing. C added that incorrect advice was given by T in relation to contacting the mainline provider to add PRS call barring. Further charges were incurred after the alleged advice was given. T acknowledged C's contact and stated that there was no evidence to suggest that incorrect advice was given, but offered to clear the disputed PRS charges after C's initial contact as a goodwill gesture. The Ombudsman concluded that the offer made by T to refund of all calls incurred through the rogue dialler after the initial contact was reasonable in the circumstances. There is no clear evidence to corroborate the advice given to C by T's staff regarding PRS barring.

Therefore, T was required to maintain its offer to refund of all calls incurred through the rogue dialler after C's initial contact.

1.11

C complained that T had charged the account with PRS calls that had not been made. T clarified the calls had been made by computer equipment attached to its line. T acknowledged its delay whilst investigating C's issues. T awarded C a good will gesture in recognition of its poor customer service and its failure to alert C to the unusual call pattern.

The Ombudsman accepts T's good will payment in recognition of its customer service issues as generous. With regard to the outstanding balance on the account she considers C to remain liable. She requires T to take no further action in light of this complaint.

1.12

C received a letter from T advising of high call usage on C's account due to an International number. C maintained C did not make the calls. C complained to T and received five letters from T stating that C was liable for the calls but that it would credit his account with a goodwill payment for its delay in responding to C's complaint. As resolution C wanted T to waive the cost of the international calls. The Ombudsman found that T had acted appropriately in contacting C to make C aware of the high usage as soon as possible and also T restricted any further similar calls. The Ombudsman found that T had responded appropriately to C's complaint and that T's credit was adequate recompense for its initial delay in responding to C's complaint. The Ombudsman required no further action from T.

1.13

C disputed PRS charges and film ordering on the account. C says that T has responded by sending demands for payment. C has sent T five letters of complaint and has received no response. C says that T has charged film viewing after the termination date.

The Ombudsman is disappointed that T did not supply a case file and that it failed to action C's request for a block to be put on her film ordering in September 2004. The Ombudsman requires T to refund the cost of these films and to apply the amount to the outstanding balance. The Ombudsman requires T to make a goodwill gesture for its' disappointing level of customer service and again this should be applied to the balance outstanding. The Ombudsman understands C's frustration at trying to resolve this issue and that C suspended the payments to T. The Ombudsman considers that part of the balance outstanding is payable to T.

1.14

C received a bill with unrecognised calls to a rogue dialler. The calls were disputed but T requested payment in full as it did not recognise that it had been at fault.

The Ombudsman required no further action from T. C is liable for any remaining outstanding balance.

2.0 Billing

2.1

C was a long standing customer of T. C cancelled C's DD on receipt of a bill from T. C believed C was incorrectly charged for a number of calls made on the bill. C had many contacts with T but was offered differing information. C paid the undisputed charges on T's advice but then had C's services downgraded for non payment. C had correspondence with a number of T's offices and was offered a small goodwill payment but rejected this. C sent five letters of complaint to T including letters to its Managing Director (MD) but remained unhappy with its response. The Ombudsman found that on the balance of probability T billed C correctly however C did experience a shortfall in customer service. Therefore the Ombudsman required T to credit C's account with a small goodwill payment and C was then liable for the remaining balance.

2.2

C raised various complaints, including some which were more relevant to the regulator and it was advised that those matters should be re-directed.

T had provided a service without authority. C complained as a charge was made for the service – a part refund was provided and T was required to assess if the service had ever been used to gain benefit, if it had this would be enough but if not a full refund was to be provided.

Explanation was also provided that some international call carries connect when the call reaches the foreign exchange thus it appeared that calls were being charged for a number of times when the person called had not picked up - as this was systemic it was referred to the regulator.

2.3

C requested a broadband service from T and was told that it could not be provided but was then charged for it and continued to be charged for it even after bringing this to T's attention. Having requested a different package C was then charged for this and the service that was not being provided. After continued efforts to have the situation

amended C was then told that his service was being disconnected and promised call backs were not provided.

The Ombudsman required T to provide an apology and a refund of any over charged amount as well as a revised and justified account dating back to the start of this problem and a small goodwill gesture for the poor customer service level that has been provided.

2.4

C complained to T about a poor connection. T identified that a rogue dialler had replaced the correct dial-up number. T provided advice regarding the service and explained how to change the number back. This prevented further charges being incurred. However, C disputed liability for the charges incurred prior to changing the dial-up number back. T maintained the charges but admitted that there had been some customer service issues. C complained that T had failed to respond to the request for a deadlock letter.

The Ombudsman was of the opinion that T had acted appropriately in respect of the initial complaint and she could see no reason why C should not pay the charges. The charges had been incurred over a short period of time and there was no reason why T should have identified the unusual usage on the account. However, T was required to address the issue of the poor service. T was required to issue a letter of apology for the shortfall in service and apply a goodwill payment to the account. The remaining charges once the credit had been applied were considered valid and payable by C.

2.5

C was contacted by T and offered its services. C supplied information to T, as requested, but only on the basis that T would provide information. T took over the service and started to charge C. C complained, but later agreed to stay with T if T resolved C's concerns and complaint, but T failed to respond. T later offered 2 credits and one was provided to C. The Ombudsman concluded that C had received a poor service from T and acknowledged T's first credit. A further credit was requested, as T had suspended C's service, even though it had not addressed C's complaint.

2.6

C disputed charges for international calls as a premium rate service (PRS) bar was already on the account. T explained that the bar did not cover international calls. T had notified C of the high charges, due to a rogue dialler, and prevented further charges being incurred. However, C felt that more action could have been taken. C also complained that the calls were only possible because the Broadband service provided by T had failed. C withheld payment of the disputed amount but maintained payment of the remaining charges on the account. T barred the service and commenced debt collection. C then paid the balance.

The Ombudsman was satisfied that T had addressed the Broadband issue and that the charges were the responsibility of C. She explained that C was responsible for ensuring that appropriate protection was installed on the PC. However, the Ombudsman noted that T failed to bar the calls as soon as the high charges had been identified. In view of this she considered that there had been a shortfall in service. The Ombudsman was also of the opinion that the debt collection action was commenced prematurely and she considered this to be further evidence of a shortfall in service. T was required to issue a letter of apology for the shortfall and issue a credit to the account equivalent to the cost of calls incurred after they were first identified. The credit also included a goodwill element of the shortfall in service. The Ombudsman did comment that the charges had been raised correctly and that the credits applied were for the shortfall in service only.

2.7

C reported a fault to T. T repaired the fault but C then reported a further fault. T repaired the second fault and offered a credit to C's account. C rejected this in favour of a request for a higher amount. T advised that the sum offered was appropriate to the period without service. C wanted T to admit that the fault had not been repaired in the first instance but T was unable to do this due to the length of time taken for C to raise the issue. T offered a substantial goodwill credit, which C refused.

The Ombudsman was satisfied that T had made every effort to resolve the complaint and she considered the goodwill payment offered to C to be generous. No additional action was required of T and the Ombudsman recommended that C accepted the offer.

2.8

C disputed a call charge but complained that T failed to provide a satisfactory response. C requested to cancel the contract but T asked C to call back at a later date. C attempted to make the request on the date specified but was unable to get through to T. C wrote two letters of complaint but T failed to respond to both letters.

The Ombudsman was of the opinion that there has been a shortfall in service, although there was no evidence to suggest that the call charge was incorrect. T was required to issue a letter of apology for the poor service and also apply a goodwill credit to the account. The contract was to be cancelled without charge and the credit balance issued to C.

2.9

C noticed billing errors on the monthly statements C received from T and maintained that T had not kept to the initial agreement and had charged for calls C had not made. C sent numerous letters of complaint to T, including a cancellation request and via recorded delivery, but received no response. C did receive some phone calls from T but no action was ever taken. C then received threatening demands from a debt collection agency, and administration charges also appeared on C's statement. C enclosed a cheque for payment with the final letter, but whilst the cheque was cashed, no response

was received. In this instance there was no evidence presented to suggest either way that any agreement had been broken, however it was clear that T had received C's cancellation request, but that this, along with C's complaint was not addressed properly. T had since advised it would waive the outstanding balance and the Ombudsman required T to carry this out and confirm the close of the account in writing to C along with an apology and also confirmation that no information had been passed on to any credit reference agency.

2.10

C requested account termination from T. T failed to observe the request and continued to send C bills. C requested cancellation in writing on more than one occasion and paid invoices sent, however T referred C to a debt collection agency.

The Ombudsman found that the customer service from T had been poor and required it to offer an apology and a goodwill payment. She also required T to ensure no adverse information was retained by any credit reference agency.

2.11

C did not receive bills from T but T was still taking direct debit payments. C called T and sent two letters but received no response. C then requested to cancel service but this was not actioned.

T said that C changed billing address and did not inform T. T said that first letter received did not request cancellation. On receipt of second letter T arranged to cancel service.

The Ombudsman said that T had not responded to C's letters or investigated the complaint as it promised to. The Ombudsman said that T should send C a letter of apology and credit the outstanding balance with a nominal goodwill payment.

2.12

C entered into an account with T but the service was never fully operational. C requested termination but T continued to send bills. The account was later closed, only to have bills sent to C for another account the C did not recognise.

The Ombudsman concludes second account was agreed by a third party and the access for it was also not fully operational. She required T to ensure the first account was fully terminated, access for the second account to be resolved and award a goodwill gesture for the inconvenience and confusion.

2.13

C complained to T about billing errors on the account. T admitted errors had been made and refunded all money taken incorrectly. However, T made further errors, and C complained again. T apologised admitting that further billing errors had been made, and again refunded the money, but this time applied a goodwill gesture to the account. T was unhappy with the level of compensation received and requested a larger payment.

It appeared that T had now rectified all billing errors, but provided no information to the Ombudsman despite two requests.

The Ombudsman accepted that errors had been made, but believed the billing problems had been rectified by T. She advised C that the Ombudsman's role was not to make punitive awards but felt that T had provided poor customer service by not responding to all letters. She required T to provide a breakdown of the account, and to reduce the balance with a further goodwill gesture. T was also required to send a letter of apology.

2.14

C requested cancellation of the landline and mobile service provided by T. T failed to action the request with a reasonable timescale. C complained and then received further bills in respect of late payment charges. The charges increased every month, and C continued to complain, both in writing and by telephone. However, T failed to respond, and passed the debt to collection agents. C brought the complaint to the Ombudsman, with T admitting it had failed to respond to letters correctly.

The Ombudsman required both accounts to be fully cancelled, with no further bills received, the outstanding balance cancelled on both accounts, and written confirmation provided. She requires T to ensure any adverse information was resolved, and provide written confirmation of the actions taken. The Ombudsman also required T to send a cheque payment as a goodwill gesture.

2.15

C decided to cancel T's services and written confirmation was provided to C's bank that the DD was to be terminated at the end of the month. C went away but on the return discovered a further bill had been raised by T. C complained to T, and T's investigation showed C had prematurely cancelled the DD. It was unclear the reason why this bill had been created, but it appeared that this was T's last bill and retrospective to the charges raised. The bill included a non-DD administrative charge, and C made a payment less the charge. T explained that this created bills each month including further administrative charges and late payment fees.

The Ombudsman accepted that this situation had been created out of confusion rather than any wrong on T's part. However, she felt that this case may highlight that this situation had never been fully explained to C, and that C possibly had received some level of poor customer service. Therefore, the Ombudsman required T to ensure the account was terminated, with the outstanding balance waived as a goodwill gesture, and written confirmation provided to C. She also required T to send a cheque payment as a further goodwill gesture, and this was to be provided with a letter of apology.

2.16

C disputed bills with T and said that he has been over charged. T investigated and confirmed to C that the bills were correct. C did not pay bills and so service was

disconnected. T credited outstanding balance with a goodwill payment due to any misinformation given but C was not happy with this.

The Ombudsman said that C was liable to pay the outstanding balance. The goodwill payment already made was acceptable. The Ombudsman required T to send a letter of apology and confirmation of what C owed. C to then make payment immediately.

2.17

C cancelled a service with T but T continued to take payments from C's account. C complained to T and the service was cancelled but the payments were not refunded as promised. C wrote to T and made numerous calls regarding the matter but T failed to respond.

The Ombudsman was of the opinion that there had been a shortfall in customer service and she required T to issue a written apology for this. In addition, T was required to issue a refund to C to cover the payments taken in error and also to include a goodwill payment for ignoring the complaint.

2.18

C notified T of a change of address. T wanted to charge for this but later waived the fee. C had intermittent internet service, lack of billing information and the wrong tariff price.

The Ombudsman required a goodwill gesture from T and summarising bills to ensure complete account records were available to C.

2.19

C says that he contacted T to query a bill however did not receive a response and thus decided to cancel the account and switched to another supplier. C says that he received a letter from the Debt Collectors attempting to recover monies which C did not recognise and requested an explanation but to no avail.

The Ombudsman found that in light of the information available that C received poor customer service levels from T as C had been in contact with the company to ascertain an explanation for the charges and on this basis requires it to terminate the customer's account and cancel all charges on the account.

2.20

C contacted T to cancel his account which was duly acknowledged and confirmed by T. C however received a further invoice which related to a period after the disconnection which he queried with T and was advised to ignore it as it would be cancelled. Instead payment was withdrawn from the account. C contacted T on numerous occasions to obtain a refund of the amount and was advised that this would be provided but to no

avail. T says that there was a billing error through no fault of the customer and has provided the credit to the account.

The Ombudsman found that T's lack of initiative to resolve the C's until his contact with otelo amounted to poor customer service. While the Ombudsman welcomed T's gesture to credit the account failed to provide any recompense for the inconvenience it has caused. The Ombudsman therefore required providing a goodwill payment and issuing a letter of apology with this regard.

2.21

C moved address and setup a new direct debit. This caused problems as he noticed the payments withdrawn from his bank account were not reconciled against the correct account. C contacted T on a number of occasions, but it failed to resolve the issue. C then terminated the account giving notice. T later continued to bill C for amounts. T advised the Ombudsman that due to an administration error it carried on billing C. T said it has now resolved the situation as 'the account had been closed and charges cleared.' The Ombudsman was satisfied that T had taken the necessary actions by disconnecting the broadband service and clearing the outstanding charges on the account. However, she felt that this action came a little late and wasn't actioned within a reasonable timeframe. As C had demonstrated that C had incurred costs by sending letters via recorded delivery, made telephone calls and spent time dealing with the complaint against T she required T to provide C a goodwill payment via cheque and an apology for a shortfall in customer service levels.

3.0 Broadband

3.1

C signed an agreement with T for broadband services for £17.99 per month and then discovered that they were being over charged. C complained to T and received a reply. C felt that the email response did not answer the question. C wrote to T on four separate occasions and did not receive a response.

The Ombudsman requires T to recalculate C's bills using the package price of £15.99 and to send copies of these calculations with a letter explaining them to C. The Ombudsman considers that T's customer service could have been more helpful and requires it to make a goodwill gesture. This amount is to be deducted from the outstanding arrears. The Ombudsman requires C to settle the balance outstanding

3.2

C complained to T that the Broadband service was available. After investigating the problem T confirmed that the problem was due to an area fault and not C's equipment. However, T refused to refund the charges for the period because T had identified an

erroneous discount on C's account. C disputed the length of time that the discount had been applied in error but T maintained that the error had been ongoing for some considerable time. T explained that the charges would not be backdated but that the Broadband service would not be refunded as well. C wrote to T regarding the matter and explained that billing information suggested that T's calculations were incorrect. T failed to respond to the letters.

The Ombudsman was satisfied that T had charged C incorrectly but as the fault was that of T she could see no reason why T should offset the amount against another service that C had not received. T was required to issue a letter of apology to C for the shortfall in service and for failing to respond to the complaint appropriately. T was also required to refund the Broadband charges for the disputed period and to ensure that the additional charges were not backdated. Finally, T was required to issue a credit to the account as a gesture of goodwill for the shortfall in service.

3.3

C encountered several problems with their account and had been overcharged for broadband and modems that were not needed. T agreed to refund the overcharge as it was an error. C stated they experienced a delay in the provision of service. T said this occurred when C's system needed to be converted. C requested compensation but T stated that they did not qualify for this. C experienced a poor level of customer service.

It seemed that a significant shortfall in customer service had occurred in this instance which would have caused C a degree of inconvenience. A generous goodwill credit was awarded for the shortfall that had occurred and T was required to write a letter of apology.

3.4

C requested T's broadband service but there was a long delay before C received the modem. C continued to use T's dial up service whilst they waited for the modem and complained about the charges they incurred. C stated they were unable to connect to broadband and requested cancellation of the service without penalty. T stated that C had reasonable usage of the service and provided a copy of the connection report to show this. C's account was disconnected for non-payment and an early termination was applied to the account.

The Ombudsman was of the opinion that C did experience a shortfall in customer service whilst waiting for the delivery of the modem. However, following receipt of the modem it appeared that C had been able to connect to T's broadband service and had used it for reasonable periods. The Ombudsman believed that C should remain responsible for the account charges as they did have reasonable access to and use of T's broadband service. The Ombudsman required T to provide C with a credit for the dial up charges incurred whilst waiting for the modem, as a gesture of goodwill. C remained responsible for the outstanding account balance.

3.5

C says that since T installed a broadband connection she has not been able to use the service to connect to the Internet. C says that she contacted T on numerous occasions in order to resolve the issue but to no avail. The issue also meant that C had the computer examined by a PC company (at a cost) to be informed that there was no fault. Furthermore, T continued to request payment even after she requested a cancellation of her contract which while was agreed was not forthcoming. C says that T continued to request payment and she incurred bank charges as a result of T's actions as it unduly attempted to collect payment from her account. T says it attempted to resolve the customer's issue but the customer was not willing to participate in any of its requests. Furthermore, the issues with the computer arose due to the customer disabling the anti-virus.

The Ombudsman found that clearly C had experienced ongoing technical issues with her broadband connection which meant that she has been unable to connect to the internet. The Ombudsman was also concerned with the length of time it had taken to resolve the customer's issue particularly as it was agreed that the broadband account would be cancelled without any charges. T had proposed to cancel the account and provide a goodwill credit. The Ombudsman welcomed T's initiative however required it to increase the goodwill payment and issue an apology letter to the customer.

3.6

C applied for Broadband with T. The Broadband was not installed on the agreed date and so C contacted T. T said that there was a DACS unit on the analogue line and advised C to contact the network provider to arrange removal of the DACS. C contacted the network provider as advised to be informed that T should contact it on behalf of C. C went back to T who did then raise a request with the network provider to send out an engineer. The network provider then advised T that it would not remove the DACS as it was too expensive.

The Ombudsman said that C had received poor customer service from T. T did not keep C informed and misadvised C to contact network provider. T to award C with a nominal goodwill payment and to contact network provider for a more detailed response as to why the DACS cannot be removed.

3.7

C reported to T that the Broadband service was not working. C had no Broadband service for over three months and when he requested an engineering visit was informed that he would be charged. The fault was then found to be a broken wire/connection at the exchange.

T said that it initiated all the correct tests and raised a fault with T's own service provider for Broadband. T said that no fault could be found when remote diagnostic checks were initiated.

The Ombudsman said that although she appreciated that T had to rely on its broadband service provider to aid with repair that three months was an unacceptable time to repair the service. The Ombudsman requested T to send a letter of apology, refund all rentals paid while the service was faulty and to award a nominal goodwill payment to cover call costs.

3.8

C upgraded to 1Mb 20GB online with T. C then received bills charging for 1Mb 9GB and excess usage. C disputes this with T but received no response. C then could not use the Broadband service and T did not help. C then received a letter advising of a refund but no response to his service issue with the Broadband.

T said that C had opted for the 1MB 9GB service and had been billed accordingly. T said it did then refund one excess charge and one months rental to C and sent him a letter to advise.

The Ombudsman said that T's response to the charge dispute was acceptable. T however had not responded to the service issue and this was viewed as poor customer service. T to send C a letter of apology and confirmation that service cancelled without penalty. T to refund C with rental charged since service stopped working.

3.9

C ordered Broadband service with T with the first two months rental free. C then received bills for rental and contacted T. C said that T agreed to credit the account with two months rental and C also agreed to upgrade his package. C then continued to receive bills for rental and so requested to cancel the service. T advised that C would be liable for a termination fee as the service was contracted for twelve months.

The Ombudsman said that there had been confusion with regard to the two months rental and that T should send a written response to C with a full breakdown of all charges and credits raised. T to also apologise for any confusion caused. The Ombudsman said that C had agreed to the service, either online or verbally, and so is liable to pay the outstanding balance. If C wishes to still cancel then C is liable to pay a termination fee.

3.10

C changed from one Broadband service to another with T and was not aware that a new contract term had started. C then called T to cancel service and was informed of contract term. C disputed this and sent letters to T but was not happy with the response.

T did not provide a case file so its views were not taken into account.

The Ombudsman said that T should cancel the service and not charge a termination fee. T to send a letter to C for any misinformation given.

3.11

C complained to T and was promised a new piece of equipment. T failed to provide the equipment but then advised that it was a software problem. T still failed to provide the software and C requested cancellation of the service. T claimed that C had not provided the opportunity to resolve the matter. T also claimed that C had been advised to contact another department to request the equipment that was needed. C had not taken this action and therefore T considered that it was C's fault that the service had not been received. T advised that a termination fee would be applied if the service was cancelled. C wrote a letter of complaint to T but T failed to respond.

The Ombudsman was of the opinion that T had provided a poor standard of customer service. C should not have been expected to pass messages between departments and the Ombudsman was of the opinion that the service had not been received as [promised. T was required to issue a letter of apology for the shortfall and to issue a credit to the account as a gesture of goodwill. In addition to this, T was required to cancel the contract without penalty.

3.12

C took a broadband service with T which although satisfactory initially it deteriorated. After the problems got worse C made enquiries with the largest service provider in the country which indicated it was surprised broadband had been supplied in this area. T expressed its own surprise at this comment as it was this T that had provisioned the supply of Broadband originally.

T refunded all Broadband charges collected from C and offered to take up the issue as to why the 'principle' T had provisioned the service originally if the address was unstable for it.

The Ombudsman felt this was a reasonable and appropriate resolution.

3.13

C ordered broadband service for which a start date was provided. This date was not kept and further dates were also missed. C eventually transferred to an alternative service provider but due to markers on the line the new T could not provide a service. The original T said the marker was not its but the T that had left the marker was moving it. C was left without broadband for six months.

3.14

C ordered a broadband service from T but could not use it as the modem would not work. Technical assistance could not resolve the problem so C returned the modem to t and cancelled the service (within the cooling off period). Months later a demand for payment was received and when challenged T said it would look into it but C heard

nothing further. C attempted to get broadband with another provider but found there was a marker on the line.

The Ombudsman required T to remove the marker immediately and to confirm this in writing with an apology, confirmation that it had been moved and a small goodwill gesture.

3.15

C obtained broadband and telephone service from T. Despite promises T was unable to connect the broadband service. During the disruption phase C was advised by T that it would refund all call charges incurred for dialup costs. The Ombudsman was disappointed and concerned that T had failed to provide her office a copy of case-file details relating to C's. Without the case-file the Ombudsman was unable to take T's views into account. On the balance of evidence available it appeared that C had never received the Broadband service due to problems. She felt that despite C's numerous emails and letters to T it had not taken ownership of her case. In this instance there appeared to be a shortfall in customer service levels delivered to C. However, T later refused and didn't connect the broadband service.

In relation to the dialup charges advice given to C by T the Ombudsman had no reason to doubt C's assertions. On the balance of probabilities it appeared that C may have been advised by the earlier advisors that the dialup charges would be paid by T during the disruption period.

The Ombudsman required T to provide C an apology for poor customer service levels and a goodwill payment in recognition. This goodwill gesture takes into account phone calls that C made to T in order to get the issue resolved, cancel and close C's Broadband account with immediate effect, provide C a full refund in relation to the Broadband service without applying any further charges such as termination fees or line rental charges, provide C a full refund for the dial-up charges C had incurred, contact C and make arrangements to transfer the telephone service to another service provider if required by C, and remove the marker placed on C's telephone line with immediate effect so that C can obtain the Broadband service from another service provider.

3.16

C agreed to a dial up internet service from T following a telesales call in March 2003. C never used the service as he obtained a broadband connection. T rang C many times to ask why he was not using the service and was informed that C had a broadband connection. C never received any bills from T.

After 3 years C received a letter from a debt collection agency. C rang to say he did not owe T any money as he had not used the service nor had any bills. C then discovered that T had placed an adverse credit history on his credit file when he was refused a mortgage. C complained and T credited the amount outstanding on the account but the adverse credit history remained on file marked as satisfied.

T provided a case file to the Ombudsman and stated that T had billed C some 9 months after C had agreed to the service and C had not paid, despite bills and reminders. The Ombudsman found that during this time T still telephoned C to ask why he was not using the service even though T claimed that its bills remained unpaid. T stated that it then disconnected C and placed the amount with a debt collection agency and then recorded it as a bad debt.

3.17

C ordered telephone and broadband from T. The telephone was installed but the broadband connection would not work. After two months trying to get the problem sorted out C asked to cancel the broadband service. T said it would send an engineer to verify that there was no internet connection from the home address but then cancelled the appointment without notice. C again stressed that he wished to cancel. When C tried to obtain broadband from another service provider he was unable to transfer as T had placed a marker on the line. C telephoned to complain and wrote to T to get the marker removed without success.

On referral to Otelo T removed the marker but provided no explanation for why it had been placed other than to say that the service had not been completely cancelled. The Ombudsman found that T failed to process C's cancellation of the broadband service and placed a marker on his line which prevented him from transferring to another service provider. T then failed to respond to C's complaints and prevented C from obtaining a broadband service from another provider.

The Ombudsman required T to send a letter of apology to C and to provide a goodwill refund to compensate C for the poor customer service.

3.18

C contacted T on numerous occasions to cancel broadband, but T failed. T stated that it had no record of receiving a request to cancel but had now cancelled the account and applied credits to the account for the incorrect charges. The Ombudsman required T to provide C an apology for poor service levels and a goodwill gesture.

3.19

C ordered a broadband and landline service from T. C received modem late and received incorrect billing. Despite assurances from T this was not corrected. It was discovered that the landline service didn't fully function as it was a business line. C was not happy that T didn't advise it earlier of this. T stated that C didn't inform it of this and had it done then the service would not have commenced. ?

Whilst the Ombudsman was satisfied that T had taken action by crediting C's account with a goodwill payment; had cancelled and cleared both accounts it had not explained in detail the billing error that had occurred; what amounts it has cleared from both accounts. The Ombudsman was of the opinion that C had received poor customer

service levels from T as C had experienced numerous problems from the outset of the contract. As a resolution and in final settlement the Ombudsman proposed the following action from T, which was to provide C a complete set of invoices for both of the accounts, fully explaining the charges levied on the account, including the credit refunds and goodwill gestures applied and provide C an apology for the poor customer service levels delivered and in recognition provide a goodwill payment.?

3.20

C requested T provide a Broadband package to his business line. T provided this service on the wrong line. After correction, C complained to T that the service was faulty and both lines seemed to be affected with deteriorating service. T suggested that an underground cable provided by BT might be at fault. C has requested that a satisfactory level of service be provided and a detailed invoice produced showing the various debit and credit entries from December 2004 to August 2005. The Ombudsman has requested an urgent investigation be carried out by T to establish the quality of service provision and to bring their case file up to date. On receipt of the latest position the Ombudsman will be able to recommend a resolution to the case. In the meantime T is not to pursue any debt recovery from C

5.0 Cancellation

5.1

T provided C with a digital TV and telephone service. C notified T of an impending move and believed that T had stated that there would be no charges incurred as C was moving to an unserviceable area and so the agreement would be terminated. C then received a final account detailing termination charges as C had been within the initial minimum contract term. C contacted T to notify it but the charges were maintained. C's details were sent to a debt collection agency. T stated that this was on the basis that it was awaiting proof of the new address but that this had not been supplied despite a couple of requests. C notified T of the complaint to OTELO and T wrote to C to notify that the account would be cleared. However C stated that no response had been received to the complaints.

The Ombudsman considered that T had taken the appropriate action in clearing the account and cancelling the agreement without penalty. It had agreed to waive all charges. Unfortunately it appeared that C had not received this letter, possibly due to a slight error with the address, and so T was to resend this ensuring that the address was completely correct. Once this letter had been sent T did not need to take any further action as the Ombudsman considered that the complaint had been prolonged following the failure by C to provide the proof of address that had been asked for by T in order for the charges to be waived.

5.2

C contacted T to cancel the telephone service because of a house move. T updated the details but failed to completely cancel the account. This led to incorrect bills being incurred, and C unable to resolve the problem despite many assurances being provided. Further billing errors were made by T, and promised credits failed to materialise. T admitted the problems experienced by C and clarified C should receive a refund, whilst also suggesting C should receive a goodwill gesture.

The Ombudsman welcomed T's honest appraisal, but was disappointed that No one at T had taken control of the situation. She required T to send a letter of apology, and this was to be provided with written confirmation of the account closure and an assurance that no further bills would be received. The Ombudsman also required T to refund the credit on the account and make a cheque payment as a goodwill gesture. This she concluded would take into account any costs involved and the poor customer service received.

5.3

C complained to T about technical problems 14 days after taking out a contract. T tried to provide technical support over the next few weeks and C again requested cancellation. C stated T agreed to the cancellation, but T stated this was not the case. T highlighted that the actual cancellation request was made outside the cooling off period and stated it had correctly applied its Terms and Conditions. C provided documentation to suggest that T failed to pursue this matter until the full 12 month contract had expired. C complained about T not answering letter and emails.

The Ombudsman concluded that the original cancellation request had been made within the cooling off period, but accepted that T had technically applied its Terms correctly. However, she felt T had not provided adequate customer service and had denied C the opportunity to benefit from the contract by not pursuing this matter until the contract had ended. On this basis, she felt C should not be held liable and required T to ensure that the account was closed with a nil balance. She also required T to send a letter of apology and ensure any adverse credit information was resolved.

5.4

The Ombudsman concludes T failed to advise C the need to request the cancellation of its services in writing. However, she noted there is an onus of responsibility for C to have referred to the terms and conditions of service. Once T received C's written cancellation request it failed to cancel the Broadband service and continued to collect payment from C. The Ombudsman considers this to be a shortfall in customer service.

The Ombudsman found T realised its error and cancelled the services. It then refunded C all payments from the date C initially requested the cancellation. The Ombudsman found this refund included additional days that T was not obliged to refund in line with its terms and conditions. She concluded T acted in goodwill and is satisfied this refund provides adequate redress in recognition of the customer service issues highlighted.

The Ombudsman does not require T to take any further action in respect of this complaint.

5.5

C tried to contact T about a house move, and a request for the services to be cancelled. C complained about being unable to contact T by telephone, and that letters were ignored. C stated that T then agreed to terminate the account from a certain date, but billed for an additional two weeks. T then pursued C for the disputed payment. T failed to provide a case file, whilst C requested termination of the account, with the balance to be waived, and an additional goodwill gesture provided.

The Ombudsman understood that T had correctly applied its Terms and Conditions by terminating the account 30 days after the written request was made. However, she believed the information provided by C on the balance on probability, and felt C's requests were reasonable from the information provided. The Ombudsman required T to terminate the account, with the balance to be waived and a goodwill gesture provided to take into consideration the customer service issues and costs incurred by C. T was to also provide written confirmation of these actions, and this was to include an apology.

5.6

C moved house, but T was unable to provide a service in the new area. C organised termination of the account, but T failed to take the appropriate action and bills continued to be received. C complained, but then received assurances that the account had been terminated. However, further errors were made by T, with bills continuing before a credit was placed on the account. C believed the credit had been placed as a gesture of goodwill for staying with the company, but wanted the service cancelled. C complained to the Ombudsman, but T failed to provide a case file. C requested written confirmation that the account is closed, with assurances that C's credit history had not been affected, and a refund of all promised payments.

The Ombudsman felt these were reasonable requests, but was uncertain if C was entitled to the full credit on the account, or if this was an error on T's part. However, she felt C should be entitled to the full refund as a goodwill gesture and in consideration of the problems experienced. She required T to send written confirmation of the account termination and that this matter had not adversely affected C's credit history. She also requires T to refund the full credit showing as a gesture of goodwill, and this was to be sent with a letter of apology.

5.7

C asked T to disconnect its services, but only a few days before moving. T stated this could not be done due to needing 30 days notice, but should have applied a bar on the line on the moving day. Confusion surrounded these arrangements, and T barred the primary line immediately and left the secondary line open for calls for 12 days after the move. T stated it had applied a generous goodwill gesture in relation to this issue, but C

continued to complain after moving and contacted T several times. C states that during this time T passed C around departments but did not resolve her complaint. T then promised to reply within 28 days but failed to respond. So C contacted T again and was promised a cheque, which T highlighted was a credit on the account. T stated it had now arranged for the refund cheque to be sent.

The Ombudsman believed T made a generous offer for the period C was without a service, and required T to take no further action on this point. She was concerned by the level of customer service provided, and required T to make a further goodwill gesture on this issue. The Ombudsman also required T to ensure the refund cheque was sent, and required T to send a letter of apology.

5.8

C requested cancellation of T's services, and termination was set for 11 September. However, further bills continued to be received until February and C decided to pay the outstanding balance to stop any action being taken by T. T admitted it had failed to terminate C's services in error, and cancelled the account as well as all charges from the termination date. C also complained the payment he had made had not been taken into account, but T stated there was no record of the payment ever being received. T admitted that a separate payment had been taken from C's bank account, but stated this had now been refunded. C made a number of calls to T in an attempt to resolve the situation, but these appeared to lead to contradictory information regarding the account status and the amounts owed being provided. Two letters of complaint were also sent by C, but these did not receive a reply. C requested that no further bills should be received and for some compensation.

The Ombudsman found it unacceptable that T had failed to cancel the account despite so many requests being received from C. It also seemed clear that T had provided a poor level of customer service. Therefore, she required T to make a goodwill payment. This was to be sent with a letter of apology, and confirmation that the account had been terminated and an assurance that no further bills would be received. The Ombudsman required T to review all payments received from C, and to provide a full breakdown of the account. She advised C that if there were payments that had not been taken into account, then C should provide bank statements in clarification, so that this money could also be refunded by T.

5.9

C's main complaint was that T would not allow the services provided to be cancelled. T stated that it did not receive a disconnection request until a month later than a letter provided by C with a recorded delivery slip, but confirmed that the account was now closed. At the time of the disconnection request C's services had already been suspended due to a previous dispute, but C decided to send a payment for the balance, and T reconnected the service despite the disconnection request. T stated it had waived the connection charges as a goodwill gesture. C was concerned about being charged for periods of service that was not required. C complained about PRS charges that had

created this dispute, but T maintained the charges were correct and provided all relevant advice and had referred C to ICSTIS.

The Ombudsman welcomed the actions taken by T over the PRS issue and believed C should be liable. However, she was concerned by T actions after the dispute started and felt C had highlighted poor customer service being received and incorrect charges after the disconnection date. She required T to make a goodwill gesture and send a letter of apology, in addition to an assurance that the account was closed.

5.10

C signed a 12 month internet contract with T in October 2003, but then requested cancellation of the contract throughout June and July 2004. T the contract could not be cancelled as C had not fulfilled the contract. C moved in July 2004, and the account was transferred to the new address. Since this date, T claimed C had agreed a new contract for a further 12 months, but this was denied by C. C complained T continued to take DD's, despite numerous calls and letters requesting disconnection. C stated letters of complaint had been ignored; with T failing to send a copy of its complaints procedures, and failing to deal with his appointed representative. C also complained T provided different information each time it was contacted.

The Ombudsman believed, on the balance of probability, she had to accept C's account, as T had failed to respond to requests for information. She felt C had been unfairly held to a contract that should have been cancelled in October 2004. Therefore, she required T to terminate the contract from the normal contractual end date, with all monthly line rental charges refunded, but any connection charges remained payable by C. To take into account the customer service issues she required T to make a goodwill gesture, and was to be sent with a letter of apology.

5.11

C requested cancellation of T's telephone account, but T had failed to meet this request. C complained that numerous calls had been made and many letters sent in an attempt to resolve this problem. T stated it did not have any record of C's cancellation request. However, after this complaint was received by Otelo, T disconnected the service and credited C's account with all the charges applied to it since the stated date of the cancellation request. T stated this was done as a goodwill gesture. T then refunded the credit balance on C's account, and sent a letter to C confirming these actions. C was worried that this matter was going to lead to credit blacklisting.

The Ombudsman required T to provide a further assurance that the account had been cancelled, and to ensure that this had been done from the correct date. To alleviate confusion, she also required T to provide C with a breakdown of the account. The Ombudsman also required T to ensure that no adverse credit history had been recorded in this matter, and this was to be confirmed in writing to C. The Ombudsman required T to review its procedures to ensure that similar cases did not reoccur. To take into account the customer service issues and any costs incurred, the Ombudsman required T to make a goodwill payment.

5.12

C contacted T to cancel the telephone service because of a house move. T updated the details but failed to completely cancel the account. This led to incorrect bills being incurred, and C unable to resolve the problem despite many assurances being provided. Further billing errors were made by T, and promised credits failed to materialise. T admitted the problems experienced by C and clarified C should receive a refund, whilst also suggesting C should receive a goodwill gesture.

The Ombudsman welcomed T's honest appraisal, but was disappointed that No one at T had taken control of the situation. She required T to send a letter of apology, and this was to be provided with written confirmation of the account closure and an assurance that no further bills would be received. The Ombudsman also required T to refund the credit on the account and make a cheque payment as a goodwill gesture. This she concluded would take into account any costs involved and the poor customer service received.

5.13

C passed away and so C's son contacted T to cancel the service. T did not cancel the service and continued to bill C. Son continued to contact T but still received bills for C.

T said that on receipt of the Ombudsman's case file request it took action to ensure that the account had been cancelled and all charges removed. T said it had only received one of son's letters.

The Ombudsman said that T had let down C's son with regard to customer service. The Ombudsman requested that T award son with a nominal goodwill payment that may be donated to a worthy charity or foundation and send a letter of apology.

5.14

C claimed to have contacted T to terminate C's accounts in June 2004 and to have been assured that they would be terminated one month later. C then continued to receive bills and even received a formal demand for payment from T's debt collectors in June 2005. T claimed not to have received the termination request until August 2004 and not to have received any complaint from C either by telephone or by letter. C had supplied the Ombudsman with copies of three letters sent. The Ombudsman found, on the balance of probabilities that C had cancelled at the time claimed. T admitted that due to a system error followed by an administrative error that billing had continued. T assured the Ombudsman that action had now been taken to clear the balance of C's account. The Ombudsman required T to write to C confirming that the balance of C's account was now nil, confirming that C would not receive any further bills and apologising for the poor customer service C had received on this occasion. She also required T to pay a small sum to C as a goodwill gesture to reflect this.

5.15

C took out two mobile phones with T online and the order was processed through. C experienced problems with the phones and after a few months advised T of C's wish not to use the phones any longer and eventually cancelled the DD. C advised that no correspondence was ever received from T until a debt collection letter was received approximately six months later. C settled the outstanding amount to maintain C's credit rating; however C then received another bill and found that C's credit rating had been affected. C complained to T in writing twice but received no response. C sent a further letter and two months later T responded. The Ombudsman was unable to consider C's issues regarding the service or handset problems as they were outside of her remit; however it became clear that C had two separate accounts with separate numbers. The settled debt was for one account, and the further demands were for the other account. The Ombudsman found that as it was probable that C had contacted T during the initial 12 month contract to cancel the orders, C should remain liable for fees up to the end of the 12 month period. The Ombudsman required T to waive any charges incurred after the date for the outstanding balance on the remaining account as a gesture of goodwill for the poor customer service received, and for both accounts, T was required to ensure that C's credit rating was up to date.

5.16

C contacted T with a view to taking on T's services, however T could not activate many services and C advised of C's intention to cancel the agreement. C received no response to the cancellation request for nearly two months, when T advised C had not cancelled within the stipulated time frame. C continued to complain advising that C received no confirmation from T regarding the service or the agreement that was in place. T maintained that C had agreed to a 12 month contract. The Ombudsman based her decision on the balance of probability in this instance and deemed that C did contact T within its stipulated time frame. C had also raised any issue regarding a credit card (CC) payment, as C had initially set up a Direct Debit payment, and had not given T C's CC details. The Ombudsman required T to close C's account without penalty and zero balance, confirm this in writing to C along with a small goodwill payment for poor customer service, and also offer C an explanation as to how T obtained C's CC details and what the CC details and what services those payments were for.

5.17

C contacted T to cancel its services but T failed to action this and C continued to be billed. C complained continuously to T but to no avail and T, when it eventually requested the cancellation inadvertently cut off C's telephone service. T eventually agreed to cancel C's services without penalty and refund any monies it had taken. C received the said refunds but continued to receive bills and found that T had left its broadband marker on C's line. The Ombudsman welcomed T's belated actions as a solution to the complaint but the evidence suggested that C's service had not all been cancelled and that C was continuing to be billed by T. The Ombudsman required T to cancel C's services with zero balance, confirm this in writing to C along with an apology and remove its marker from C's line as soon as possible.

5.18

The Ombudsman concludes T has failed to provide an adequate level of customer service in this case. C wrote to T giving it notification to cancel the account on 4 November in accordance with the terms and conditions of service. However, T failed to action this request and has continued to charge C for a service not received.

The Ombudsman directs T to close the account with effect from 5 December and clear the total outstanding balance on the account in goodwill. The Ombudsman requires T to write a letter of apology for the delay in cancelling the account when requested and to assure C the action is now complete and no monies are due. The Ombudsman requires T to ensure C's credit history has not been adversely affected by its actions.

5.19

C contacted T to advise of a change of address and to cancel his services. T continued to bill C and C telephoned and wrote to complain. C received no answer to his letters and continued to receive bills. T claimed that C had telephoned to change his mind about the cancellation, which had confused the process.

On referral of the complaint to Otelo T agreed to credit the outstanding balance on the account. The Ombudsman accepted that this was a fair and reasonable goodwill offer to compensate C for the poor customer service. The Ombudsman required T to send a written apology and confirmation that the account was closed and the balance cleared, with no adverse credit history and to ensure that no further demands for payment were sent to C.

5.20

C contacted T to cancel the telephone line. Despite C contacting T via telephone and in writing T failed to action the request. T acknowledged that C had requested disconnection of its secondary telephone line. T stated that it had now disconnected the telephone line and applied a retrospective credit to negate all charges that had been made for the telephone line since the first request for cancellation. The Ombudsman was pleased to find that T had now carried out the required actions by crediting C's account and disconnecting the telephone line. However, the Ombudsman felt that T should also provide C a goodwill payment for providing C poor customer service levels for not actioning C's earlier requests.

5.21

C contacted T to cancel telephone and television service. C later noticed that the service wasn't cancelled by T. Following numerous contacts from C T agreed to refund. However despite promises T didn't refund. T advised that it has applied retention credits

to C's account but didn't cancel as the customer was still within the 12 month contract period.

On the balance of probabilities it appeared that C may have communicated the cancellation to T as evidence suggested that C obtained the television and telephone service from alternative suppliers around the alleged cancellation time. In relation to the customer service element T call records showed that several credits were applied mainly as retention. However, the Ombudsman couldn't determine whether these credits were for mistakes made on the account or purely for retention purposes. The Ombudsman noted that T had now taken action to refund C the disputed amount via cheque. Based on the evidence the Ombudsman was satisfied that action had been taken by T to resolve the complaint. It appeared that T didn't respond to C's recent letter dated and considered there to be a shortfall in customer service levels in relation to this aspect. The Ombudsman required T to provide C an apology for poor customer service levels and in recognition provide C a goodwill payment.

5.22

C contacted T and sent a letter requesting cancellation due to a house move. T did not act on this request and C realised that payments were still being taken from his bank account. C contact T several times and T then collected its equipment from C's new address. C then contacted T to be informed that the outstanding balance had been referred to a debt collection agency. C sent a further letter but received no response.

T did not provide a case file so its views could not be taken into account.

The Ombudsman said that T should refund all rental charged from 6 February. T was also required to send a letter of apology to C and confirmation of what has been refunded. T to also confirm that C's details are not passed to a debt collection agency.

5.23

T called C and offered its Carrier pre select service. C agreed. C received T's documentation. C read it and decided to cancel the service. C stated that C had submitted the cancellation request within the seven days given by T. T denied this, stating that the cancellation request had been submitted late. T therefore applied a cancellation fee to C's account.

The Ombudsman identified calls on C's telephone bills to T which C stated were C's cancellation request. It seemed likely from the length of time shown against each call that a conversation had occurred. T had no record of these calls. The Ombudsman considered it reasonable to assume that these were cancellation requests and therefore required T to cancel the account and clear the outstanding balance.

5.24

C's Internet account was cancelled by T without notice. T took a further payment from C's bank account for charges for the Internet, even though the service was terminated. C complained. T stated that T had received a cancellation request. C complained. T ignored C's letters.

The Ombudsman discovered that T's customer contact log notes showed that T had record of receiving a cancel request and had therefore cancelled the account in good faith. However, it should not have taken the further payment, as it was in respect of the period after the account had been cancelled. T was also found to have ignored C's complaints. Therefore, T was required to refund the payment and to make a goodwill payment to C in recognition of the customer service failings.

6.0 Carrier Pre-Select

6.1

Having accepted a package which included line rental, call charges and internet access from T, C was shocked to find on an invoice from the previous provider. Enquiries were made with T and it was discovered that the Carrier Pre Select had never been applied for by T, however T had continued to claim monthly payments from C.

The Ombudsman required all line rental collected to be refunded to C along with a small goodwill gesture.

6.2

C received call from an Indian Call Centre on behalf of T. C did not agree to service with T or give bank details. C received a letter from T advising that if he wanted the service then he needed to download an Internet dialler. The letter stated that if C did not use the service or download the dialler then his account would be cancelled. Due to this C assumed that the account had been cancelled. C then received a further letter with regard to upgrading to CPS. As C did not have a service to upgrade he assumed the letter was sent in error. C then noticed monies being taken from his bank. C queried this with T as he had not received any further correspondence or bills. T investigated and could find no evidence to support the fact that C had agreed to the service but maintained that C was liable to pay for the calls.

T did not provide a case file so its views could not be taken into account.

The Ombudsman said that although C did make the calls T did not bill him or inform him of when the service was due to commence. The Ombudsman requested that T refund all monies and confirm to C what has been refunded.

6.3

C received a sales call from T and agreed for an information pack to be sent, but then discovered T had transferred the telephone service. As C was ill, C's family called to complain but T refused to speak to the family and took no action. Some time later when bills continued, C sent a letter of complaint and arranged for another service provider to

take the line. However, no response was received, so C complained to the Ombudsman. T advised that the account had now been closed and balance cleared, but it was clear that one payment had been taken. T stated it could obtain a copy of the sales call, but as the account was closed, it felt this was unnecessary.

The Ombudsman was concerned that T had not reviewed the sales call, and concluded that C had not agreed a service and had not received the level of customer service expected. She required T to send a letter of apology and this was to be sent with written confirmation that the account had been closed with a nil balance. The Ombudsman also required T to refund any money taken and provide a goodwill gesture in consideration of the customer service issues. She recommended T reviewed the sales call to see where improvements could be made.

6.4

C started to receive bills for calls from T and from what they thought was current Carrier Pre-Select (CPS) provider. C contacted T to dispute and sent letters. T responded but C was not satisfied. C then had service restricted and received a letter from a debt collection agency.

T did not provide a case file.

The Ombudsman said that C is liable to pay for calls as the calls were made and have to be paid for no matter which service provider bills for them. T to send C a full breakdown of account and to arrange a suitable payment plan.

6.5

C contacted T as the Carrier Pre Select (CPS) service became disabled resulting in C incurring increased charges. C added that a poor level of customer service was experienced in attempting to resolve his issue. T did not respond to the Ombudsman. The Ombudsman was satisfied that C did not receive a level of service normally expected from T and was not advised fully of the implications of setting up a broadband service would have on the CPS. Additionally, in attempting to resolve his complaint, C was not gifted with an appropriate level of customer service. This has been the cause of some inconvenience to C. Therefore, the Ombudsman required T to clear C's outstanding balance to nil as a gesture of goodwill, along with a letter of apology for the overall poor experiences to date and in full and final settlement of the complaint. T should recall the debt from its debt collection agents and confirm in writing to C that no adverse information has been passed to any credit reference agency as a result of this episode.

8.0 Customer Service

8.1

C arranged for a transfer of service using a third party to oversee the transfer. The service was changed but C was unhappy that the original number had not been transferred as requested. C complained to the third party and T but T denied fault.

Correspondence showed that T had acted in accordance with instructions provided by the third party and therefore T refused to contribute to the disputed divert charges.

Whilst it was clear that the number had been requested there was no evidence to show that T had agreed to the request. T provided the service requested on the number indicated on the order and the Ombudsman was satisfied that this action was appropriate. No further action was required of T and the Ombudsman could see no reason why C should not pay the divert charges for the service.

8.2

C raised a query with T but T failed to respond. C issued several written complaints but did not receive a single response from T. C contacted T by phone and T requested a copy of the previous letters to be sent. C refused to do this.

The Ombudsman was satisfied that T had failed to provide a satisfactory standard of customer service. There was no evidence to suggest that there had been a problem with the service provided and therefore the Ombudsman could see no reason for T's failure to respond. T was required to issue a written apology to C and also provide a small goodwill credit to the account as a gesture of goodwill.

8.3

C agreed to a service with T but cancelled the following day. T billed for the service and a termination fee. C disputed the charges and T waived the termination fee. However, C complained that charges should not have been applied to the account because the service was not used and the cancellation request had been made during the cooling-off period. C sent written complaints and also requested information held regarding the account. T failed to respond to the request.

The Ombudsman was satisfied that T had billed for the charges incorrectly and she required T to credit the full balance to the account. In addition to this, T was required to issue an apology for failing to respond to C's letters and request for information. The Ombudsman was of the opinion that this demonstrated a shortfall in service and an additional goodwill payment was required.

8.4

C complained that T had advised that C would benefit from one of its low tariff scheme and C agreed as it would prove a lot cheaper. T later advised that C was not eligible and C required compensation and an explanation. C also complained that having been charged incorrectly for another service which was not active interest should be paid on the repaid amount.

The Ombudsman agreed that C was not eligible for the scheme and that no interest was payable.

8.5

C enquired about T's service but decided against them. C then received notification that the phone service was to be transferred to another provider. C contacted the original provider and asked that it should not be allowed. The transfer went ahead and C contacted T to request cancellation. T acted on the request but charges had been incurred during that short period. C refused payment and T referred the balance to a debt collection agency. C sent written complaints to T but T failed to respond. T later waived all charges and issued a written apology to C.

The Ombudsman accepted that there had been a misunderstanding but she considered that T had taken appropriate action to resolve the matter. The charges were considered to be valid but the Ombudsman accepted that T had waived them as a gesture of goodwill for the shortfall in service. T had also issued an apology and therefore no further action was required of T.

8.6

C asked T to transfer a Broadband service to a new address. T agreed but failed to provide the service on time. Another order was made but the service was not provided. C requested to cancel the service and T agreed. However, T continued to charge C for the Broadband service. C tried to use another provider but T had left a marker on the line, which prevented this. C wrote to T with the complaint but T failed to respond.

The Ombudsman was of the opinion that there had been a shortfall in service and action was required. She acknowledged that T had issued a refund of the charges for the period that C was without a service but these payments had been taken in error. T was required to issue a written apology for the shortfall in service and also provide confirmation that the marker had been removed from the line. In addition to this, T was required to issue a goodwill payment to C for the poor service provided.

8.7

C agreed to a service with T but later requested cancellation within the agreed timeframe. However, T continued with the service transfer and billed C for that service. C continued to request cancellation and also asked for contact details to be removed from T's records. T failed to respond appropriately although a credit to the account was offered.

The Ombudsman was of the opinion that the service had been transferred in good faith and the transfer was not stopped because the other provider failed to make contact to take over the service. However, T did fail to act as promised and the credit was not applied to C's account. The Ombudsman required T to issue a letter of apology, which confirmed that the account had been cancelled and all contact details taken from the active contact list. T was also required to clear all charges from the account, despite being billed correctly, as a gesture of goodwill. Finally, T was required to issue a goodwill payment for the shortfall in service and inconvenience caused.

8.8

C complained to T regarding a service that could not be obtained. T carried out checks and identified that C's equipment was not compatible. New equipment was provided but the service remained unavailable. T offered to cover the cost of recommended equipment but C failed to respond to the offer. C sent numerous written complaints to T but T failed to respond.

The Ombudsman was of the opinion that T had made efforts to resolve the matter but could not be held responsible for C's failure to maintain communication regarding its offer. However, the Ombudsman also considered that there had been a shortfall in customer service and this was evidenced by the lack of response to T's complaint. Despite this, the Ombudsman could see no reason to require T to waive the penalty fee for cancellation of the account. T was required to issue a written apology and a credit as a gesture of goodwill. The termination fee was considered valid, although if C wished to try the service again the termination fee would be cleared and the equipment issued. In the event that the service was still unavailable, T would then be required to waive the penalty fee.

8.9

C experienced problems with a handset on numerous occasions and T provided a replacement. The replacement was not delivered as promised and C made further complaints. T failed to respond to C's written complaints and this caused further problems for C. C requested cancellation of the contract at the end of the minimum period but T failed to act on this request. T claimed that letters had not been received but C had sent them by recorded delivery and therefore was certain that the request had been received. T offered a resolution, which C accepted. However, T failed to provide written confirmation and this exacerbated the issue.

The Ombudsman was satisfied that C had experienced a shortfall in customer service and also encountered problems with the equipment provided by T. However, she considered that C should take a certain amount of responsibility for failing to arrange a suitable delivery date with the courier. However, it was clear that T had failed to provide an appropriate service and action was required. T was required to issue a letter of apology to C and also provide a goodwill payment in respect of the poor service provided.

8.10

C claimed to have written to T in January cancelling C's mobile telephone contract. C had also telephoned and sent emails. C claimed not to have received any reply until August when T wrote to say the account was ongoing and that 30 day's notice was required for cancellation. C claimed that T had created an adverse credit history. T admitted that it had received notice in January and that it should have cancelled the account in March. It also conceded that C had paid everything that was owed. The Ombudsman found that T had delivered poor customer service in not cancelling C's contract promptly, by erroneously creating an adverse credit history and by writing to C

some eight months after C had requested cancellation saying that C's account was ongoing and that 30 day's notice was required for cancellation. The Ombudsman required T to undo the adverse credit history, to waive the outstanding balance and to write to C confirming this had been done. She also required T to apologise to C for the poor customer service C had received and to pay a sum as a goodwill gesture to reflect this.

8.11

C contacted T as she wished to cancel her mobile phone contract and change to pay as you go. T agreed to send one to C within 24 – 48 hours. It was not received. C encountered further delays and had to pay a further two months line rental before she was able to obtain a PAC code from T. T agreed to compensate C. T failed to process the agreed refund for over two months despite letters and telephone calls from C.

When C referred the case to the Ombudsman T arranged for a refund to C's bank. The Ombudsman was disappointed that T had not resolved the complaint without C having to resort to OTELO and required T to send a written apology to C.

8.12

C requested to change a number and T agreed that this would be possible. However, it became apparent that T did not offer the option to change and C had to switch provider to enable the number change. C complained to T that advance payments had been made and requested a refund. T agreed to the refund but failed to provide it. C sent a written complaint but claimed that the response was not received. T provided evidence of the response.

The Ombudsman was of the opinion that there had been a shortfall in service. However, she noted that T had carried out a full investigation and offered a reasonable remedy to the complaint. T was required to issue a letter of apology and ensure that the final bill was calculated. However, T was required to make a refund to C for the approximate amount to bring the matter to a close. A further goodwill payment was also required for the poor service received.

8.13

C complained to T that a letter for reporting the loss of a handset was worded incorrectly. T provided a corrected letter and a small goodwill payment. C then experienced problems with T's service and its website. T apologised for the errors and issued further credits. C remained unhappy with the service and cancelled the account. T issued the credits as a payment to C and also offered a further substantial goodwill payment. C rejected the offer in favour of pursuing a higher payment.

The Ombudsman accepted that the errors with C's account had simply been human errors and that T had addressed each issue. She could find no evidence of a shortfall in

service and therefore no further action was required. C was advised to accept T's offer of a goodwill payment.

8.14

C's father died and his line was ceased without notice. T stated it had sent a letter of intention providing 14 days notice and that as there was no response it had stopped the line. C did not receive this letter. T did not provide a copy of this letter and therefore there could be no certainty that it had been sent. In relation to poor customer service T was required to provide a small goodwill gesture.

C also complained that the line provided by T had an intermittent fault that it had not dealt with. T demonstrated that it had not only made numerous efforts to correct the fault but that it had provided generous goodwill gestures and had offered a further one which had not been accepted. The Ombudsman was of the opinion that T had acted properly and no further steps were required. It was recommended that the last offer be accepted

8.15

C was a customer of T. C noticed that a DD was being collected by T for a service that had not been ordered or received. When T did not correct matters C collected a refund under the DD indemnity guarantee scheme. T then instructed a debt collection agency to recover this amount from T and refused to discuss matters with C when contact was made.

The Ombudsman required T to provide a small goodwill gesture for poor customer service and to provide an apology; assurance that no adverse entry had been entered onto C's credit reference file and to provide contact details for a manager that had taken responsibility for this matter.

8.16

C took up T's offer of 3 months free unlimited landline telephone calls, 12 months free phone line rental and 3 months half price BB. C realised 3 months later that these had not been supplied. C contacted T who agreed to supply the 3 months half price BB but not the other two elements. C wrote several letters of complaint and T has failed to respond.

The Ombudsman is disappointed that T has failed to supply a case file. The Ombudsman is disappointed by the level of customer service given to C. The Ombudsman requires T to send a written apology to C; make a goodwill gesture and refund the necessary charges.

8.17

C requested T to cease a call diversion on the telephone line and for it to be replaced with another service. The original service was ceased but there was a short delay in providing the replacement service. This delay had a greater impact as C represented a firm of accountants and it occurred during its busiest month. T did put forward an offer in resolution but C preferred to let the Ombudsman.

The Ombudsman required C to complete and return an AFL pack to T and for T to provide a small goodwill gesture in respect of customer service issues suffered.

8.18

C agreed to take T's broadband service but experienced problems from the outset. C made several calls to T but the problems could not be resolved so C cancelled the service. T then applied an early termination fee. C wrote to T disputing this on several occasions but T did not respond. Instead it instructed debt collectors. To resolve the issue, T offered to waive the early termination fee. The Ombudsman required T do so and to retrieve the account from its debt collectors and undo any adverse credit history that had been created. She also required T to write to C confirming it had taken these actions. The Ombudsman found that failing to respond to C's letters amounted to poor customer service and she required T to apologise to C in writing and to pay a small sum as a goodwill gesture to reflect this.

8.19

C received a sales call from T and requested information on the offered service. The next day T sent a letter welcoming C to its service. C cancelled the service the same day but T then continued to deliver invoices and collected a line rental. Letters to T were not answered.

The Ombudsman required T to cancel the service and confirm this action and apologise. T was also to refund any payments collected from C in connection with the service and to provide a small goodwill gesture, both to be paid by cheque.

The Ombudsman also recommended that T should consider its training methods for sales advisors making this type of sales call and its advisors in relation to promptly actioning cancellation requests.

8.20

C subscribed to T's services and stated they were not provided with a copy of the Terms and Conditions and were not made aware they needed to pay their account by Direct Debit. T stated that the registration process requires customers to accept the Terms and Conditions and provide bank details for payment by Direct Debit. C made several call back requests but did not receive these.

The Ombudsman was satisfied that T's Terms and Conditions were readily available for all of its customers and that C had to enter their bank account details prior to completing the registration process. The Ombudsman was of the opinion that a shortfall in customer service had occurred and a nominal goodwill gesture was awarded for this.

8.21

C reported several faults to T. T repaired the faults but charged for the service. C disputed the service charge and also the repair fees as the fault was found to be with T's equipment. T offered a goodwill payment but C considered the amount to be too low. C

claimed that the service was less than satisfactory and requested compensation for this. C also requested compensation for the loss of service. T responded to the complaint but rejected C's request. C refused payment on the account for several months and T disconnected the service.

The Ombudsman was of the opinion that the complaint had not been handled well and she required T to apologise for this. She considered T's offer of a goodwill credit to be sufficient to address the loss of one service but it appeared that loss of the other service had not been addressed. However, the Ombudsman was of the opinion that T's action to disconnect the service had been taken for valid reasons. T was required to issue a goodwill credit for the loss of service, in addition to the credit already offered. T was also required to refund the charges for the repair. The remaining balance once the credits had been applied were valid and the Ombudsman could see no reason why C should not pay.

8.22

C claimed to have requested cancellation of C's account in December. T's records indicated that C had telephoned in January and been advised that requests for disconnection were required to be made in writing. T claimed not to have received anything in writing from C but C had provided copies of five letters that C had sent.

The Ombudsman found on the balance of probabilities that C had requested disconnection in January and had confirmed that request in writing on five occasions. She found that failing to respond to C's letters amounted to poor customer service. T had confirmed that C's account was scheduled for disconnection and that it had applied a credit to C's account to bring the balance to nil. The Ombudsman required T to confirm this in writing to C and to apologise for the poor customer service C had received on this occasion and to pay a small sum to C as a goodwill gesture to reflect this.

8.23

C received a bill from T. C was unaware of T's services and called to complain. T failed to respond to the calls appropriately and also failed to respond to C's written complaints. C received further bills, which also included administration charges. C refused payment.

The Ombudsman was disappointed to note that T failed to provide any information regarding the account although an offer was made to waive all charges. The Ombudsman required T to clear all charges on the account, including administration fees. T was also required to issue a letter of apology and goodwill payment in respect of the shortfall in service and provide confirmation that the account had been closed.

8.24

C accepted an incentive offer from a dealer but the offer was not fulfilled. C complained to T and T stated that it had not made the offer and therefore was not obliged to fulfil it. T offered C advice on contacting the dealer. C remained unhappy that T could not fulfil the incentive offer. T offered to assist C in contacting the dealer.

The Ombudsman considered that the offer was not made by T and therefore T was not obliged to fulfil that offer. C needed to pursue their complaint directly with the third party dealer and the Ombudsman was pleased to note that T had offered to assist C to do this. The Ombudsman required T to fulfil its offer to assist C in contacting the dealer.

9.0 Direct Debit

9.1

C transferred her telephone services to T and agreed a direct debit payment. On transfer of the line rental T wrote to C to advise that the direct debit would be increased. C objected and asked to cancel. T delayed in cancelling the service and sent a final bill which was incorrect. C complained by telephone on numerous occasions and in writing but was unable to get a correct bill and confirmation that the account was closed.

On investigating the complaint T agreed that there was an error with its system leading to the increased direct debit demand being incorrectly issued. T also accepted that there had been a number of shortfalls in its customer service and had taken steps to address the issues highlighted. T agreed to refund the overpayment to C, to refund all line rental charges and to compensate her for the poor customer services with a refund.

The Ombudsman accepted T's offer to refund all line rental charges and the overpayment. However, in view of the number of errors on the account the Ombudsman also required T to provide an additional refund as a goodwill gesture in recognition of the poor customer service.

T was required to arrange for the refund to be issued within 14 days together with a written apology.

The Ombudsman was pleased to note that T had taken steps to address the customer services issues.

11.0 Disconnection

11.1

C upgraded to digital television and broadband, including additional cabling with T on 12 January 2005. On 13 January 2005, the equipment was reported as faulty and an engineer was promised for 19 January. The engineer failed to arrive. C cancelled the contract, by telephone and in writing on 20 January 2005.

T failed to action the cancellation leading to demands for payment and threats of further debt recovery action, despite numerous telephone calls and further letters from C. T eventually disconnected the account on 5 May 2005 and collected the equipment after C had referred the case to the Ombudsman. The Ombudsman required T to send written

apology and confirmation that the account was closed with no adverse credit rating and also required a goodwill payment to C

11.2

C received a package from T, including phone service, BB and TV. C moved and continuation of services was requested. T stated that C had originally stated the service may be required by the former partner at the old address and a form was sent out for clarification. The form appeared never to have been returned so T terminated service at the old address. C complained and a service was provided at the new address. T was unable to provide BB or cable TV at the new address, as this was not possible in the area. C complained the new package was mis-sold, and requested termination. T stated that although C was subject to a new contract, it decided to terminate the contract without an early termination fee. C made a number of calls and sent letters of complaint which appeared to largely go without response by T. C complained that the outstanding balance was placed in the hands of a collection agency and requested assurance that this matter had not affected C's credit rating. C requested receipt of a full breakdown of the charges involved and a corrected bill.

The Ombudsman understood the frustrations expressed by C, and accepted poor customer service had been received. In consideration she required T to make a goodwill payment, and this was to be provided with a breakdown of the outstanding balances, and an apology. The Ombudsman did not believe there was clear evidence of mis-selling, but believed confusion had occurred after C's separation, which could have been clarified had C returned the form. She believed T had acted in good faith and appropriately throughout, and on this basis, she felt she could not dispute the outstanding balances. She welcomed T's decision to terminate the account without applying an early termination fee.

11.3

C sold a property and gave notice to T that a service would no longer be required. T failed to action this request and continued to send bills and eventually letters threatening legal action. In an attempt to resolve the dispute, C sent many letters and made numerous telephone calls, but still no action was taken by T. T acknowledged that it had failed to terminate the service when requested and took action to ensure that charges were backdated and any legal action would not have affected C's credit rating.

The Ombudsman was disappointed that T failed to action C's termination request and allowed this matter to go on for so long. She believed C had clearly highlighted poor customer service and found it unacceptable that T had created the situation and then sent letters threatening legal action. The Ombudsman recommended that T should review its procedures to ensure that situations like this did not reoccur. She required T to make a goodwill gesture to take into consideration its failure to respond to letters and telephone calls, the poor customer service received, and the distress the delays and threatening letters caused. The Ombudsman also required T to send C a letter of apology, and this was to include written confirmation of the steps it had taken to ensure that C's credit rating had not been affected. T was also required to send written

confirmation of the status of C's account, and then it was to make a full refund of any overpayment after the termination date.

11.4

C cancelled their account with T but continued to be charged for services. C complained to T on many occasions before T took any action. T recognised that an error had occurred and credited the outstanding balance on C's account. T offered C a nominal goodwill gesture but failed to provide this. C experienced a poor level of customer service.

The Ombudsman was pleased to note that T had recognised its failings in this instance and raised a credit to cover the outstanding balance on C's account. The Ombudsman believed that a shortfall in customer service had occurred in this instance. T was required to increase its goodwill gesture and write a letter of apology to C.

11.5

An incident took place at C's house that left C without a phone line and internet access for three days. C had been advised by C's son that two T engineers were already at C's house when C's son had returned home, in order to replace a cable and run it to T's box. C claimed that the engineers drove off without advising what work had been done. C's phone remained inactive and the engineers had left cables exposed and spilling out. C made many contacts with T over the coming months including four letters of complaint but remained unhappy with its response. The Ombudsman found that T had offered C an amount to cover any inconvenience caused at that time and the Ombudsman found that this amount was fair and reasonable. However she also found that C had received a shortfall in customer service as T did not respond to C's letters when requested, and also that T applied the credit when C was clearly not happy with that as a resolution. Therefore the Ombudsman required T to credit C's account with a small payment as a further gesture of goodwill.

11.6

C contacted T as a loss of service was received and to cancel the services. C added that a poor level of customer service was received upon complaining to T. C stated that billing was received although T had advised that the outstanding balance had been cleared. T acknowledged the loss of service and advised that a credit was provided in light of this issue, but a delay had incurred in applying the credit.

The Ombudsman concluded that C received a shortfall in service and customer service from T. She recognised the offers made by T to credit the account and clear the outstanding balance and finds them helpful in the circumstances.

Therefore, keeping in mind the offers made by T, the company is required to maintain its offer to clear C's outstanding balance to nil, send a goodwill gesture payment, for the overall poor experiences, by cheque, along with a letter of apology. T should re-call the

debt from its debt collection agents and ensure that no adverse information should remain on record, resulting from the subject matter of the complaint or have been passed to any credit reference agency.

12.0 Disputed Charges

12.1

C started to receive premium rate text messages of an adult nature and complained that these had been unsolicited. When C noticed that the texts were being charged C called T to ask for the texts to be stopped. T told C that the texts would be stopped within five days, however C kept receiving them. C reported the problem to the police and asked T to investigate the calls. C then received a response from T in which it said the charges would be maintained. T had also suggested that C had set up a subscription to the premium rate service two month's earlier, however C disputed this. T had refunded the charges for the premium rate texts received after the time C had called to ask for a stop to be put on the phone. However, C remained dissatisfied with T's investigation.

From the evidence, the Ombudsman was satisfied that remaining premium rate text service charges should be maintained and asked C to arrange payment of the outstanding balance. However, the Ombudsman required T to provide C with a written apology and goodwill credit of for the shortfalls in the customer service provided during the dispute and the delay in actioning the stop. The Ombudsman also recommended that C contact ICSTIS.

12.2

C complains that the charges with T were higher than the previous supplier. C rang to arrange that the invoice be paid in two instalments. T suspended C's service. C complained to T and T failed to acknowledge the correspondence.

The Ombudsman is sympathetic to C's situation on receipt of a larger than anticipated telephone bill, however, there is no doubt that C made the calls and as such is liable for the charges. The Ombudsman acknowledges the credits that T has applied to this account; and requires it to refund C the late payment charge and to make a goodwill gesture for failing to respond to C's correspondence; and to apply these to the outstanding account. The Ombudsman requires C to make arrangements to settle the outstanding balance.

12.3

C closed his BB account with T in accordance with terms and conditions of the agreement. T continued to send billing to C. C sent a substantial amount of correspondence to T to request that the account be closed and billing cease. In C's correspondence C also complained about T's service. The correspondence was ignored.

O concluded that T must close C's account and must not send further billing, save for any outstanding balance, to C. T must send a letter of apology for failing to deal with C's correspondence and T must also make a small gesture of goodwill to C for the anxiety caused.

12.4

C gave notice to T to close a mobile telephone account. C believed that billing would cease on an exact date in the following month. C received further billing the month after the cancellation date which was paid by Direct Debit. C complained about this to T. T recommended to C that C should arrange a Direct Debit indemnity refund and C did this.

C then continued to receive further billing. C complained but billing continued and C was sent a debt recovery letter.

T told O that C whilst C's account was to close part way through a month, C was responsible for the full month's charges and C had also continued to use the handset for Premium Rate text messages after the date on which cancellation should have taken place. This action generated further billing.

C told O that she wanted costs for a variety of reasons, including petrol to travel to the bank and arrange the indemnity, time taken to write letters and the costs of telephone calls. O took the view that C's claims for costs were excessive.

O decided that T should have cancelled the account earlier than it did and as a result avoidable inconvenience was caused to C. O noted that T had already sent C a letter of apology and had offered a small goodwill gesture. O concluded that T should slightly increase the goodwill gesture.

12.5

C ordered line and call services from T. Call services were commenced but before line migration took place C queried the order. This action by C resulted in a delay into a cancellation of line migration which caused accounting problems, in that C was charged for line rental C did not receive.

T attempted to reorder line migration and in doing so it had to deregister and then reregister C's account. This caused further billing problems. T then assumed line migration had taken place but it had not. Further charges were made to C for line rental.

C asked for the charges to be refunded but there were delays in arranging this. C decided to stay with C's original service provider and T agreed to send final billing. C complained to T and T accepted that it should have dealt with the concerns sooner than it did and offered a small gesture of goodwill by reimbursing C with any call charges. C did not feel that this was sufficient.

O concluded that the problems emanated from C's actions in doubting and delaying the original migration order. However T should have resolved issues much sooner and refunded inappropriate charging. T increased the goodwill offer to O and promised to rectify the problems and send C a letter of apology. O was satisfied that this goodwill gesture was sufficient and T should maintain it. O commented that credit was due to T for accepting it was at fault and for dealing with C's letters of complaint in an efficient manner.

12.6

C disputed high charges on a bill and asked for disconnection. T acted on the request but maintained the charges. C continued to claim that the household had not accessed the services charged for but T explained that agreement had to be obtained before the websites could be accessed. C asked for the charges to be waived and for the line to be reconnected.

The Ombudsman was of the opinion that T had acted on C's requests appropriately and she could see no reason for the service to be restored without prior payment. The Ombudsman also noted that T had provided information for C to enable C to seek a refund from the website company. The Ombudsman was of the opinion that T had acted appropriately and no further action was required. However, the Ombudsman recommended that T discuss a payment plan with C to clear the balance and to discuss reconnection of the service if this was appropriate.

12.7

C contacted T as disputed charges were raised on billing received. C added that a poor level of customer service was received upon complaining to T. T stated that the amount charged was valid.

The Ombudsman concluded that C has received a shortfall in customer service.

C was in the belief that the account was taken over from the initial account holder account and continued to use the service. From the evidence provided, there is no clear indication that the account was transferred and therefore the initial account holder remained as the initial account holder. Therefore, the Ombudsman believed that T should not chase C for any outstanding usage as the account has never been in C's ownership. The initial account holder should be chased for payment as it contractually remains liable for any usage made on the account even if the calls has not been made directly.

Therefore, T was required to offer C a goodwill gesture payment, by cheque, for the shortfall in customer service along with a letter of apology

12.8

C complained to T about international and premium rate call charges. T investigated the charges but maintained them as accurate. C queried the charges further and T advised that they were valid but failed to respond to a specific query from C.

The Ombudsman was satisfied that the charges had been raised correctly and she could see no reason why C should not pay the charges. However, it was clear that T had failed to respond to a specific query and for that shortfall T was required to issue a letter of apology and goodwill payment to C's account.

12.9

Based on the information provided to her, the Ombudsman concludes C's account was not satisfactorily administered from the outset. T attempted to resolve the complaint however it failed to complete this action. C's services continued to be restricted for non-payment of the account despite C's payment in full. The Ombudsman noted T authorised a goodwill credit, however the Ombudsman is uncertain if it actually was actioned. She therefore directs T to investigate if this payment was made, if not credit the account accordingly.

The Ombudsman considers there has been a shortfall of customer service on this case. In recognition of this the Ombudsman directs T to close the account without charging C an early termination penalty and make a goodwill payment. The Ombudsman directs T to issue a formal apology to C and ensure C's credit rating has not been affected by its actions.

12.10

C had a contract with T for telephone calls. C wanted to transfer the contract to a new address and asked T to arrange for this to happen. Following a number of calls to both T and the landline provider, T confirmed that the service would continue at C's new address and that T would bill for the call charges. C then received the bill from the landline provider and noticed that it had charged for all calls made since the day C had moved house. C complained that T had also charged for the period since C had moved. C called T who agreed to refund the payments taken on receipt of C's landline bill. T offered C a credit but this was much lower than C had expected. C asked T for an explanation of the credit but T refused to provide this. C wanted the full amount credited and compensation for the inconvenience caused.

From the evidence it was clear that C's service was not transferred to the new address and that T continued to take payments from C's Direct Debit. The Ombudsman therefore required T to compensate C for the extra call charges billed by the landline provider and to provide C with a clear explanation of the credits due for the period that C had paid for T's service. T was also required to provide C with a letter of apology and goodwill payment for the poor level of customer service offered.

12.11

C contacted T as charges were taken from C's account and maintained that overdraft charges were incurred. C added that a poor level of customer service was experienced upon complaining to T. T acknowledged that incorrect charges were taken and immediately refunded them back to C. T requested specific proof of losses to enable it to validate and refund the alleged charges incurred by C. The Ombudsman considered that C had been inconvenienced to some extent regarding the disputed charges being taken initially from the account. However, C raised the issue of charges incurred as a

result of T's actions. The Ombudsman did not find T's request to prove the charges incurred unreasonable, to enable it to validate them and refund accordingly. Additionally, C also received billing from T for a charge that was incorrect. This was a shortfall in service. Therefore, T was required to offer a goodwill gesture credit for service shortfalls received along with a full apology. C was required to contact T with specific proof of the alleged losses, and if proven, T should refund this amount.

12.12

C moved house and then incurred call charges through T rather than their CPS provider. T admitted it failed to correctly advise C and agreed to refund the call charges. T advised C to contact the CPS company to arrange the transfer. C failed to do this and incurred further charges through T. T maintained the charges. The CPS provider failed to carry out the transfer when C requested it and further charges were accrued on the account with T. T also maintained these charges but C continued to dispute them. C's service was restricted due to non-payment.

It appeared that T did fail to correctly advise C but it had compensated for this failure. The Ombudsman was of the opinion that T had adequately compensated C for the initial error it made. The Ombudsman did not require any further action to be taken by T and she could see no reason why C should not make full payment for the outstanding balance on their T account.

12.13

C wanted to change his mobile phone and broadband to a Bundle package with T. There was some delay in setting up the bundle and C requested compensation to cover the additional charges incurred whilst waiting for T to set up the service. C also complained that he was overcharged for text messages, as T had not applied the additional number of free texts to his account. C also disputed call charges routed through the French network whilst he was in Spain. T failed to return C's phone calls when he rang to complain.

T had already applied credit to C's account to compensate for the delay in setting up the accounts. Following C's referral of his complaint to the Ombudsman T offered a further credit to compensate for the inconvenience caused by the poor customer service and credit for the additional cost of the text messages.

The Ombudsman accepted that T's further offer was fair and reasonable and required T to send written details of the credits together with a written apology.

12.14

C experienced problems with a mobile telephone contract with T. C had been initially charged for call minutes weekend calls that were supposed to be free. T admitted that this had happened in error for the first two months, but had been subsequently rectified. C was also unhappy that Premium Rate Text Messages had been received, but T stated that these charges were only minor. Advice was given to stop the texts, and C was provided with a new number. C complained that it was only when a formal letter of complaint was sent that any explanation was given by T. Then T sent a deadlock letter

which included an offer by to clear the outstanding balance, but this was by C. C stated the service had now been disconnected, with T confirming that the matter was in the hands of a debt collecting agent.

The Ombudsman believes that this unfortunate situation had been created by T's errors. She was unable to dispute the outstanding balance from the information provided, but was aware that T had previously offered to credit C's account to clear the outstanding balance. She believed that this was the appropriate action to take, and required T to complete this offer and clear the current balance, but C was to remain liable for the remainder of the contract. The Ombudsman requires T to stop any legal action and ensure that no adverse credit information remained. This was to be confirmed in writing to C, with a breakdown of the account and a letter of apology.

12.15

C received a telephone bill from T. C disputed several calls made. T conducted an investigation, and concluded that the calls had been legitimately made. T maintained that C was liable for the cost of the calls.

The Ombudsman was satisfied that T had conducted a thorough investigation, and therefore concluded that T was entitled to charge C for the disputed calls. No further action was required.

12.16

C received a bill from T which included non-geographic numbers, which C disputed making. C complained to T. T informed C that C had fallen victim to a scam involving an auto-dialler, and explained that this would have been inadvertently downloaded from the internet, and would have proceeded to call disputed numbers. T maintained C was liable for the calls.

The Ombudsman was of the opinion that C was responsible for the security of C's computer and therefore was liable for calls made from the auto-dialler. Therefore, no further action was required of T.

12.17

C moved house and some time later received a demand for payment for a collections agency. C contact T and T claimed that C had not paid their final bill. C maintained they had paid but was unable to provide proof of payment. C experienced a poor level of customer service.

The Ombudsman considered that the outstanding balance was not paid by C prior to the house move. The Ombudsman was of the opinion that C had experienced a shortfall in customer service and a nominal goodwill gesture was awarded to reflect this.

12.18

C received a bill from T. The bill contained a late payment fee, and the balance was brought forward from the previous month. C called T. T told C that C's credit card had expired, and that T had tried to call C to inform C of this. C discovered that T had called C's old telephone number. C asked for the late payment fee to be removed. T agreed. C asked for an amended invoice. T agreed, but failed to send one. C therefore withheld payment. T therefore charged C further late payment fees. C asked several more times for an amended bill. T eventually agreed to refund all the late payment fees.

The Ombudsman was of the opinion that C was responsible for keeping T up to date with C's credit card details. Therefore T had been justified in applying a late payment fee. However, when T agreed to refund the late payment fee, it should also have sent an amended bill. T failed to do this, despite several requests. Therefore, C incurred further late payment fees. T eventually apologised, and refunded all late payment fees. It also sent copies of C's bills. The Ombudsman required T to make C a goodwill payment to recognise the problems caused.

12.19

C complained of being charged for premium rate numbers C claimed not to have dialled. T claimed the calls were probably made by a rogue dialler having installed itself on C's home computer equipment. The Ombudsman found, on the balance of probabilities that this was the case. T had taken prompt action to place premium rate bars on C's line to prevent the problem from escalating. C had complained by telephone and in writing but T had not responded to the complaint before sending a deadlock letter.

The Ombudsman found that this amounted to very poor customer service and required T to write to C apologising for the poor customer service C had received on this occasion and to pay a sum as a goodwill gesture to reflect this. The Ombudsman advised C that the company that had made the charges was currently under investigation by ICSTIS and further advised C to access the ICSTIS web site for advice on trying to claim a refund. The Ombudsman queried why T had not undertaken this simple piece of research and advised C accordingly.

12.20

C complained to T that charges had been applied to an account for a period that C was away from home. T investigated the charges and identified that they were due to a dial-up connection to the Internet. C provided evidence that the connection could not have been made due the period away from home. T maintained the charges and explained that the connection could have been made without C's knowledge. C complained that T had not returned information that had been sent via Ofcom but T had not logged receipt of any such information. T offered a goodwill credit for the time taken to deal with the complaint but C rejected this offer.

The Ombudsman was of the opinion that the charges had been billed correctly and were probably due to connection that had been left active, given that the call lasted for several

days. The Ombudsman also noted that T had dealt with the complaint appropriately and there was no evidence of a shortfall in customer service. C was advised to accept T's offer of a goodwill credit and no further action was required of T.

12.21

C disputed calls on bill from T as a phone card was used. T said that C should contact the company responsible for the phone card. T then disconnected service due to non-payment. C also said that second telephone line did not work and C received no response to letter sent to T. T did send a response but this response did not answer the questions asked.

The Ombudsman said that C was liable to pay for the calls and any dispute should be addressed to the Phone Card Company and not T. T to award C with a nominal goodwill payment due to not responding to letter correctly. C advised to make payment immediately or arrange suitable payment plan with debt collection agency.

12.22

C contacted T to complain about overcharging and C's concerns that T had changed C's tariff but did not receive any direct response but C continued to receive bills that C believed were too much. C then gave T thirty days notice as per the agreement in order to end the agreement on its last day, however T did not action this and C continued to be charged. C complained in writing to T but did not receive a response. No billing evidence was presented in this case so the Ombudsman based her decision on the evidence that had been presented. The Ombudsman found that T had credited C any overcharges C had paid as a result of T's errors however the Ombudsman was also concerned that T may have changed C's tariff as it appeared to be different to the one that T had confirmed that C had previously agreed to. The Ombudsman found that C had also made payments after the date of the end of the agreement and although again credits had been applied by T, the Ombudsman was of the opinion that they may still not have been sufficient recompense. The Ombudsman required T to confirm the closure of C account and analyse C's account from its agreement to check for any overcharging as a result of C being on a different tariff, and for any charges C had paid as a result of T not actioning C's cancellation request that had not already been credited. C was to confirm its findings to C in writing and issue any outstanding refunds as a cheque.

12.23

C was required to make several emergency calls to both Indian landlines and mobile phones. C was then barred from making any international calls from C's landline, without warning from T. C was advised C had run up a high bill. C claimed to have been told C was paying a reduced rate for landline calls to India, but was then advised by T that C was in fact paying a much higher rate. C paid half the bill in order to be reconnected the next day, but claims this never happened. C sent three letters and two emails to T but received no reply. One of the emails included C's cancellation request but upon a further conversation with T, it claimed not to have received the request. C then received further

bills from T. The Ombudsman found that on the evidence available, C was given indifferent/incorrect information regarding the pricing of calls to Indian landline/mobiles and C experienced an overall shortfall in customer service. The Ombudsman required T to close C's account immediately with a zero balance and confirm this in writing along with an apology and a small goodwill gesture

12.24

C contacted T as the bill showed 0845 calls being charged at a premium rate number. T advised the Ombudsman that it had advised C that the calls made to local rate numbers were not included in the allowance allocated to the customer.

The Ombudsman examined T's call records including charges and felt that on the whole C had received poor customer service levels due to C's complaint not being handled properly. The Ombudsman felt that T had made no attempts to answer why it had charged C a premium rate charge for two local rate numbers belonging to the Inland Revenue. Records indicated that whilst T had charged C correctly on certain dates for the disputed 0845 number it had charged C incorrectly on a higher rate on other dates. The Ombudsman required T to credit C's account with correct charges for the disputed 0845 numbers based on a local rate charge for an 0845 number. The Ombudsman also required T to provide C an apology for poor customer service levels and provide C a goodwill gesture for the inconvenience caused to C as a result of the matter. ?

12.25

C requested the disconnection of a CPS service by T and this was confirmed as being actioned however T did not action the cancellation. T then restricted C's service without notice and then instructed a debt collection agent to collect the outstanding balance.

The Ombudsman found that poor customer service had been delivered in that T had both failed to take its instructions directly from C nor to indicate its intentions in writing. T was to be provided with a goodwill gesture for the poor customer service and a revised account deducting service charges from the date of cancellation. C was then to pay the outstanding call charges and the line was then to be made available for transfer to a new provider.

12.26

C had paid duplicate bills. She was paying into an old account using an old payment card and the credit was not being credited to her active account. C paid again on receipt of reminders. C did not complain until she was disconnected for non payment and went to her local Citizens Advice Bureau. T initially said that the payments could not be traced and C complained to Otelo via the Citizens Advice Bureau. The credit control department investigated further following the contact from the Citizens Advice Bureau and discovered the missing payments. T arranged to send a refund cheque to C for the over payments.

The Ombudsman accepted T's offer to send a refund cheque and asked T to send a written explanation and an apology to C.

12.27

C contacted T as an invoice was received with an overcharge. C maintained that T stated that a refund was due; however it was not paid into the account. C added that a written request to cancel the television services was sent to T but the service was not disconnected. C maintained that upon complaining to T a poor response was received. T maintained that the overcharge was refunded to C and that C did not make any request to cancel the television services. T did not comment on the correspondence sent by C.

The Ombudsman believed to add clarity to the disputed payment/refund that T should demonstrate clearly to C that it has been paid into C's account. If the company cannot do this then this disputed sum should be paid to C. The Ombudsman noted that T closed C's digital television account and credited back all charges from the alleged request by C to leave a zero balance, and found this action helpful, as there was no clear evidence presented by C to indicate that C had sent the company written confirmation of his request to cancel this service.

It was clear to the Ombudsman that C has been inconvenienced in attempting to resolve the complaint and in not receiving a response to the sent correspondence. This is a shortfall in customer service.

Therefore, the Ombudsman required T to provide C with proof of payment of the disputed sum of into C's account, and if the company cannot do this then this disputed sum should be paid to C. T should additionally send C a goodwill gesture payment, by cheque, and a full apology for the poor experiences and lack of response to the complaint correspondence.

12.28

C claimed to have cancelled the contract with T and paid off the outstanding balance. C then went abroad following this for a week and on C's return found that the handset had gone missing. C provided a crime reference number for this. C then phoned T who advised that the account was outstanding. C complained to T who said there was no record of a request to cancel. C complained that T had not responded to a letter of complaint and that T had provided a poor level of customer service.

C had not provided any evidence to indicate that account should have been cancelled. C had provided a copy of the bill for the period before and during C was away. From the itemized bill it did not appear that there had been any difference in the handset usage during the billing period. Many of the same numbers had been called before and during the time C was abroad and the duration of the calls did not indicate any difference in caller behaviour. It appeared that no call charges had been incurred following the billing period.

On the basis of the evidence, the Ombudsman found no reason to hold T liable for the outstanding balance on C's account. C has not provided any evidence to indicate the account should have been closed and it appeared that C continued to use the phone following the date on which C had made a final payment. The Ombudsman was concerned that though C reported the phone missing, C had not indicated when this had happened or when the phone had last been used by C. The Ombudsman therefore required T to provide C with a statement of the account and an explanation of new charges billed to the account. The Ombudsman also required T to liaise with C to arrange a mutually acceptable payment schedule for the outstanding balance.

12.29

C requested closure of account. T did not complete the request and continued to bill C, eventually passing the unnecessary debt to a recovery agency. C wrote numerous times to T but got no response.

T made an offer of goodwill but the Ombudsman required it be improved and offer an apology.

12.30

C reported the loss of a SIM card on receipt of a bill and disputed the charges that had been incurred. T advised that a bar had been placed on the account once the high charges were noted but as C had not reported the loss prior to this the charges were maintained. C complained that T should have taken more action to prevent the charges reaching the level that they did but T maintained its position.

The Ombudsman noted that T's terms and conditions stated that charges would be valid until a loss was reported. She also noted that C could not confirm the date of loss and therefore it was difficult to determine the exact calls that had been disputed. As many calls had been to a low cost number to route calls the Ombudsman considered that the pattern did not follow that usually seen when a SIM was used without authorisation. In the absence of detailed information, the Ombudsman could see no reason why T should waive any of the charges and she was of the opinion that the actions taken had been reasonable. T offered a payment plan to clear the balance and she recommended that C accept this offer.

12.31

C complained to T about high charges for premium rate services. The calls were found to be special rate non-geographical calls that accessed the Internet and T maintained the charges. C withheld payment of the disputed charges and T applied administration fees. C wrote to T to complaint about the charges but T failed to respond in every instance.

The Ombudsman was satisfied that the charges had been raised correctly, although she was also of the opinion that there had been a shortfall in customer service. T was

required to issue a letter of apology to T for failing to respond to the complaint appropriately and for adding charges when the unpaid amount was in dispute. In addition to this, T was required to issue a goodwill credit equivalent to the administration charges applied to the account and an additional amount as an apology for the shortfall in service.

12.32

C disputed call charges for connections to premium rate services (PRS) and international numbers. T advised of the nature of the calls and promised an investigation. T applied a credit in respect of the delayed response but advised that the charges were valid. C refused payment and requested that T waive the charges. T advised that the calls could have been made by a member of C's family but C rejected this suggestion.

The Ombudsman was of the opinion that the credit offered was sufficient particularly as she could find no evidence of a shortfall in service by T. The charges were maintained as valid but T was required to offer an apology for the assumption that a family member may have made the calls. The charges were relatively low but frequent and would not have attracted attention, therefore the Ombudsman was of the opinion that T had not failed in its duty of care to C. No further credits were required and the Ombudsman could see no reason why C should not pay the balance.

12.33

C disputed charges for international calls. T investigated the charges but advised that there had been no billing faults. T applied a credit to C's account as a gesture of goodwill for the delay in response. C accepted the credit but further complained that the charges were T's responsibility and the calls had been made illegally. C requested copies of the information that T had provided but T failed to respond. T applied an administration fee, which C felt was unwarranted.

The Ombudsman was of the opinion that the charges for calls were valid and payable by C. However, she was also of the opinion that there was evidence of a shortfall in customer service. T was required to apply a credit to C's account in respect of the failure to respond to letters and also the charges applied to the account, which the Ombudsman considered to be unwarranted. T was also required to issue a letter of apology and confirmation of the information previously provided for customers in respect of the dialler problems.

12.34

T had provided C with a telephone service for a number of years satisfactorily until C noticed that T had begun to charge for a reconnection service. C was unaware of what this charge was for and wrote to T. T failed to respond and so C made a complaint.

The Ombudsman noted that limited information had been provided and so on the basis of this required T to review the charges raised that were disputed by C and to provide a full written explanation where they have been properly charged. Where they had been raised incorrectly C was to be fully refunded and an apology made. In any event he was to be satisfied that his credit history has not been adversely marked by the incident. There had been some customer service issues and for the failures to respond to C's correspondence T was to make a goodwill payment, with a letter of apology.

12.35

C claimed T had taken a large payment from their account in error. C said they had received several reassurances that the money would be refunded but this never happened. C experienced a poor level of customer service. T failed to comment on C's complaint.

The Ombudsman was unable to establish why T took the payment from C's bank account or if this was a genuine deduction. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred in this instance. The Ombudsman required T to conduct a thorough investigation into the payment and if this was deducted in error it was to be refunded as a priority. T was required to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

12.36

C complained that when he took out a new contract with T, he was not advised that he was changed to a new tariff. C explained that he had requested to T that his telephone should be allowed to make international calls and this request was obviously met. T's log notes showed that contractual points were discussed during telephone calls, in particular a credit of six months line rental that was applied. T demonstrated that C should have been aware of the new contract through its log notes, and the main dispute seemed to surround international call charges that were incurred. However, T's log notes also showed C had previously questioned international calling cards, and T advised C that it was unable to confirm how much this would cost, as the service was supplied through an outside source. On this basis, T stated it couldn't waive any of the charges incurred. C stopped making payment and T disconnected the account due to non-payment, subsequently applying the remaining contractual line rental to the account. T then passed the matter to a collection agency.

The Ombudsman appreciated the frustration expressed by C, but she could see no evidence to suggest C was wrongly advised when taking out a new contract. It seemed clear to the Ombudsman that T's position on calling cards was fully explained to the customer from the log notes provided, and she felt T had been justified with the actions it had taken. The Ombudsman required no further action to be taken by T.

12.37

C failed to pay T's bill on time. T downgraded C's services. C received a letter from a debt collection agency. C disputed the amount being charged. C contacted T. T quoted a much lower amount outstanding. C was confused. T could not explain the reasons for the difference. C wrote to T to ask for an explanation. T failed to respond. C paid the amount T had quoted. However, C then received another bill from T that C disputed.

The Ombudsman considered that by downgrading C's service without informing C, that T had left C open to incur higher charges than would otherwise have been the case. The Ombudsman also considered it poor customer service for T not to be able to explain its own charges to C, and understood why C had been confused when trying to make payment. Therefore, T was required to make a goodwill payment to C. The Ombudsman had no reason to question C's further bills after payment was made, as the charges seemed reasonable. T was required to send C a copy bill so that C could see what they had been charged for.

12.38

C disputed items on bills. T investigated but could find no faults. C stated some calls were made when no one at home.

The Ombudsman found in favour of T. She could find no evidence that the calls were incorrectly billed and deduced that they must have been made by C or another individual with or without C's knowledge.

12.39

C ordered two handsets from T. C claimed to have returned the two handsets within the cooling off period but T only received one handset. C incurred rental charges for the outstanding handset. C maintained that the handset had been returned. T said if C would return the handset or provide proof of postage for the return then it would refund the rental charges. C wrote several letters to T which remained unanswered.

The Ombudsman had noted that C had incurred service charges for one handset but T had offered to refund those charges if C provided proof of postage or returned the handset and the Ombudsman found this reasonable. The Ombudsman considered that a shortfall in customer service had occurred as T failed to respond to C's written contacts. A nominal goodwill gesture was awarded for the shortfall that has occurred. The Ombudsman recommended that C either returned the handset or provide proof of postage for that handset and on receipt of this; T was required to refund the service charge. If C was unable to do this, they would remain responsible for the rental charges.

12.40

C was a director of a small limited company, which was dissolved. C wrote to inform T and advised that the account balance should be zero in September 2004. T continued to send bills to the limited company and commenced debt recovery procedures. C's credit

rating was adversely affected and he was unable to transfer his telephony services because T had placed a block. C wrote a further 6 letters of complaint to T. T failed to reply to any of C's letters.

On referring the complaint to Otelo, T cleared the account balance and amended C's credit record. T apologised for failing to answer C's letters and dealing with the complaint and reviewed its procedures for dealing with correspondence.

The Ombudsman required T to compensate C for its poor customer service with a goodwill gesture.

14.0 Faults (Equipment)

14.1

C sent a handset back to T for repair as the charger connection would not attach to the phone. T subsequently refused to repair the phone under the manufacturer's warranty as this damage, and other damage to the screen was not covered by the warranty. C complained to T, but mainly in writing. T admitted delays with replies.

The Ombudsman believed T had correctly refused to repair the phone for free, as the evidence suggested C was responsible for the damage. On this basis, she understood the warranty was invalid. However, she accepted there was evidence of some poor customer service and required T to send a letter of apology with a goodwill cheque.

14.2

C incurred a fault on their handset and T took action to resolve the fault. C's handset was then stolen but C did not get a replacement handset. C continued to incur charges. C claimed to have received a poor level of customer service.

The Ombudsman was satisfied that T had raised the charges correctly on Cs account. However, the Ombudsman considered that a shortfall in customer service had occurred. T was required to make a nominal goodwill gesture.

14.3

C subscribed to T's broadband service and claimed that its equipment had damaged her computer. T maintained that its equipment had not caused the damage and it was due to C's negligence. C provided a quote for the repair of the equipment which pre-dated when C confirmed to have received T's equipment. C was unable to use broadband and requested for the service to be cancelled but T failed to do this. C experienced a poor level of customer service.

The Ombudsman considered that T's equipment had not caused the damage to C's computer. The evidence provided suggested that the damage was caused prior to C receiving the equipment. The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. The Ombudsman noted C's wish to cancel broadband and as C had been unable to utilise the service, the Ombudsman found the request reasonable. The Ombudsman required T to cancel C's broadband service without enforcing an early termination fee.

14.4

C contacted T with technical faults with the handset. C also raised concerns over the USIM, accessories not being delivered and customer service. T acknowledged C's technical issues and the delay in responding.

The Ombudsman concluded that C has had repeated service and customer service shortfalls from T over a long period. C also had various service restrictions regarding the USIM and technical faults with his handset. Additionally, C had to wait for a further period to receive accessories that were entitled after the repair of the handset. The Ombudsman noted the many genuine attempts made by C to contact the company and resolve the complaint issues, and that T could have done more to rectify C's issues in a more appropriate and timely manner. T additionally, did not respond appropriately to C's sent correspondence.

In light of the repeated service and customer service shortfalls, the Ombudsman considered that T should offer C a goodwill gesture payment along with a letter of apology

14.5

C's equipment developed a fault and T replaced it but C continued to experience difficulties. C requested to disconnect their account but T failed to act on this for some time. C experienced a poor level of customer service.

The Ombudsman was disappointed that T failed to act on C's cancellation request. She was of the opinion that a clear shortfall in customer service had occurred in this instance. T was required to backdate the service charges to when the initial request was made. A nominal goodwill gesture was awarded for the shortfall that had occurred and T was required to write a letter of apology.

15.0 Faults (Line)

15.1

C highlighted that an order was placed with T for an additional line to be used as a fax line; C also requested an extension on one of the existing lines for internet use. C states

assurances were provided by T that there would be no problem with the requirements, so an office was built by C in readiness for the lines. However, T subsequently stated it was unable supply an additional line due to the lack of line plant, and suggested provision of the line as a DACS. C was not happy with this fact, but this action was completed by T. C detailed that it had fulfilled its obligation to C, but C claimed compensation for the costs incurred, stating that if T had made C aware of the problems, then an office space elsewhere would have been taken. C highlighted the DACS slowed the internet speed drastically, and T admitted this fact, but stated it was not obliged to provide a service for BB. C wanted the network upgrading, and T stated the costs involved meant this was unfeasible. T offered a goodwill gesture for the problems and made C aware of a financial loss scheme it provided.

The Ombudsman required T to provide C with the promised goodwill gesture. She also required T to contact C to explain how the financial loss scheme worked, so it could establish if C was wishing to claim for these losses or claim for further fixed rate compensation under a separate scheme. The Ombudsman required T to send C a letter of apology.

15.2

C's voice mail service, provided by T, developed a fault. C reported the fault to T, who said it would take two days to resolve it. However, it took several weeks. During this period C called what C thought was a free phone number to report the continuing problems. T charged C for the calls.

The Ombudsman accepted that the delays in resolving the voicemail problem had caused C inconvenience. T had made a goodwill credit to C's account to recognise this and the Ombudsman considered the amount credited to be reasonable. The Ombudsman identified a section of T's welcome pack which made reference to T's 0845 number being free, when in fact it was not. T had already agreed to refund the cost of the calls. Therefore no further action was required.

18.0 Information Disclosure

18.1

C complained that T increased charges without providing prior notification. T explained that the increase was not an actual increase in charges but a correction of the rate previously applied to the account. T also advised that the earlier charges would not be backdated, thereby meaning that its customers had benefitted from a lower rate for a significant period. C disputed that the charges were not increased and considered T to be in breach of the terms of the agreement.

The Ombudsman was satisfied that T's explanation was appropriate and she noted that the charges had simply been corrected and not increased. She also considered it to be reasonable that T would not backdate charges for the incorrect period. However, as

there was no evidence that T had acted inappropriately, no further action was required of T in respect of this matter.

18.2

C contacted T as it was discovered that the company had entered C's credit card line in the phonebook as the main switchboard number. T offered a goodwill gesture payment and maintained that it did not have any liability with regards to the error made. The Ombudsman is satisfied that the contractual position of T, regarding its obligation and liability for compensation, is clear, and set within its terms and conditions raised. The Ombudsman considered that the goodwill gesture offered was appropriate in the circumstances. No evidence of any other service shortfalls were found. Therefore, T was required to maintain its offer of a goodwill gesture payment to C along with a letter of apology.

19.0 Installation

19.1

C applied for service with T. On the day of installation the engineer was unable to connect the service due to a broken cable/line. C was informed by the engineer that he would be contacted by T to arrange a visit from a repair engineer. C said this did not happen and he continued to be billed by T for a service he did not have.

T said it had no record of C reporting a fault and so therefore C was liable to pay the outstanding balance for line rental.

The Ombudsman said that T had not provided evidence to show if the service was installed or not on the installation date. The Ombudsman examined the bills and found no evidence of call usage. Therefore the Ombudsman said that C had not received service from T and so T should remove the outstanding balance and send a letter of apology to C,

19.2

T provided C with a telephone line. C stated that an offer of 3 months free line rental was made by T's sales representative. This was not shown on C's bill and queried with T. C also said that T had offered cheap mobile telephone calls but these were not applied. C raised further concern over the state of the site following installation but some months afterwards. C telephoned to complain about the charges and wrote a letter requesting a detailed accurate bill and cancellation of the agreement. C refused to pay the amounts T had charged until this information was received. T requested evidence that C had been offered the free line rental but said that it had never received this and notified C that the term of the agreement had not expired and charges would be applied. C made numerous telephone calls and wrote letters to T in complaint. T considered that C had

become quite abusive and kept terminating the telephone calls with it. C also requested broadband installation but this was never completed although C said that charges were made. C also complained over the level of charges for accessing the technical support of T.

The Ombudsman considered that the initial agreement did contain an offer for 3 months free line rental which was not honoured. There was insufficient information in support of the offer for the mobile telephone call charges for the Ombudsman to make an informed decision but C did write to two offices of T to notify of the dissatisfaction and complaint, along with a request for the agreement to be terminated. As the agreement was terminated within the initial agreement period the Ombudsman considered that C was responsible for these charges but that the line was to be released to another service provider. Broadband was never installed and therefore the service had not been provided, and as such there had been no activation date and all account charges for this account were to be cleared by T and the account closed. A credit was to be applied to the telephone account in accordance with the initial agreement for 3 months free line rental, and a further goodwill payment was to be applied in recognition of the failure to apply the free line rental and failure to terminate the agreement in accordance with the written request of C. A final invoice was to be raised and any outstanding amount was to be paid by C.

19.3

C contacted T upon moving house to arrange the installation of a telephone line at the new address. C stated that after waiting three weeks the line was not installed and applied with a new service provider. C upon complaining to T added that a poor level of customer service was received. T acknowledged the error in installing C's telephone line and offered to clear C's outstanding balance to nil. The Ombudsman noted the difficulties C experienced but considered that T's offer to clear the outstanding balance addresses any service shortfall received. Therefore, T was required to maintain its offer to clear C's account to nil, confirm in writing that the account is fully closed, send a letter of apology, and confirm that no adverse information has been sent to any credit reference agency as a result of this episode. T should ensure that C will not be sent any further billing.

19.4

C entered into an agreement with T for T to provide Internet service. T set up a service but C had connection problems and was unable to access the service. C reported faults to T but T was unable to resolve them. C decided to terminate the service agreement. T expressed that termination charges would be incurred.

O concluded that C had never fully received the service T had agreed to supply. C had reported faults which could not be rectified. O decided that the service should be cancelled without termination charges, service charges should be refunded by T to C, but C should pay for any successful use of the Internet.

19.5

C had T's services installed but experienced several problems during the installation, including damage to their property. C's services were not working following the installation and C requested this to be rectified but T took no action. C wrote several letters to T but did not receive a response. C requested for the services to be cancelled as they were incurring service charges but did not receive a service. T failed to take any action. C experienced a poor level of customer service.

Based on the evidence presented to the Ombudsman, she was appalled by the level of service that C had experienced and she considered that a clear shortfall in customer service had occurred in this instance. The Ombudsman required T to cancel C's account, without penalty and to refund all service charges that were incurred. T was required to assess the damage caused to C's property and rectify this. T was required to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

20.0 International Call Charges

20.1

C complained to T after receiving a bill charging incorrectly for international calls. T maintained the bill was correct and it was apparent that C had not fully reviewed the company's website before agreeing a bundle package. C complained that T's website was misleading and highlighted with screen prints that it had been subsequently changed. T offered to amend C's package to include this option, but this offer was declined by C, as C wanted a total recalculation of all previous bills. T refused to do so, and C brought the complaint to the Ombudsman.

The Ombudsman appreciated C's frustration but could not see any clear evidence to suggest C had been misled by T's website, on this basis she required no further action to be taken by T. However, she recommended that T reviews the case to see where improvements could be made to its website.

20.2

C said he called T to enquire about call charges to and from Saudi Arabia. C said he was informed that incoming calls were free to him. C then received a large bill for calls made to him when in Saudi Arabia. C disputed these with T. T offered a nominal goodwill gesture but C remained unhappy.

T said it had no call recording of what was discussed with C regarding call charges. T maintained its offer of goodwill was fair.

The ombudsman said that as it could not be known what was or was not advised on 2 June then T are to refund C with 50% of the call charges as goodwill.

22.0 Internet Connection

22.1

C complained to T about not being able to make a BB connection, and it was clear that T failed take control of the situation, referring C through various departments. C then instructed an engineer from the PC's manufacturers to investigate the problem, and subsequently incurred costs, but found nothing wrong with the PC. C continued to contact T, without any resolution to the problem, and finally decided to change ISP and took out a CPS service with another company. C then complained about T continuing to bill for these services, but provided no evidence to support this fact. On review, T admitted poor customer service; it then made offers to C for all BB charges to be refunded, a refund the engineers costs, to apply a credit for the cost of C's calls and a further goodwill credit in respect of the problems experienced.

The Ombudsman required T to ensure all promised BB refunds were made, with no further BB charges incurred, and any contractual BB obligations cancelled. She also required T to ensure that any call charges incurred after the CPS routing was refunded, with T to send written confirmation of all actions, as well as a clear breakdown of the account. The Ombudsman felt the offers made by T in respect of the problems experienced were both reasonable and fair from the information provided. She required T to ensure that all offers were applied, and this was to be done with a letter of apology.

22.2

The commencement of T's Internet and telephone services to C were delayed due to delivery problems of modem equipment. It took two months for T to implement services. C complained to T when C received charges for the period prior to service delivery. T credited C's account with the appropriate amount. C mistakenly believed C had also been compensated with three months free service, but this was not the case. C did not pay invoices for three months in the belief that this was C's compensation. T sent C letters warning that call barring would be implemented unless the outstanding balance was met. C did not pay the balance and call barring was implemented.

C complained to T about call barring and claimed calls and letters of complaint had gone unanswered. C wanted a small amount of compensation for inconvenience caused by call barring. T refused but credited C's account with a small amount as a goodwill gesture.

O decided that C had not been given three months free service as compensation for inconvenience caused by the late commencement of services. C was liable for all charges since then. O also concluded that call barring had come about by C's conduct in not settling C's account and ignoring letters explaining that this would take place.

Finally, whilst C claimed that T had ignored calls and letters of complaint, O concluded that in the main C's complaints had been properly dealt with, but there may have been a shortfall and a small goodwill gesture that had already been offered by T was appropriate. O therefore concluded that T need take no further action.

22.3

C experienced problems connecting to the internet and reported the fault to T on several occasions. T did not resolve the fault and C requested for their account to be cancelled. There was a long delay before T cancelled the account. C experienced a poor level of customer service.

It was without doubt that C experienced an ongoing fault which prevented them from connecting to the internet. The Ombudsman was pleased to note that C's account had now been cancelled but considers that a shortfall in customer service had occurred. The Ombudsman required T to refund the service charges for the period C was unable to connect to the internet. T was required to write a letter of apology.

23.0 Itemisation

23.1

C complained that they were disputing calls and made frequent requests to T for itemised billing before they would pay their account. Whilst the itemised billing was not part of C's service package, T agreed to provide itemised billing but then failed to do so in a reasonable period of time.

T said that they had met C's requests for itemised billing on a number of occasions and that C had breached the service contract.

The Ombudsman was of the opinion that whilst C did not have itemised billing as part of their service contract, this was not pointed out to C at the time they made the request and having acceded to C's request T failed to provide the itemised billing within a reasonable time despite repeated requests by C. The Ombudsman came to the conclusion that the level of customer service provided to C was below what a customer could reasonably expect to receive and decided that T should make a small gesture of good will to C.

24.0 Mis-selling

24.1

C disputed entering into a contract with T and the minimum term of the contract. T provided the recorded call which showed C had willingly entered into a contract and had agreed to the terms of the contract. C experienced a poor level of customer service.

The Ombudsman was satisfied that C willingly entered into an agreement with T. Nevertheless, she was of the opinion that a shortfall in customer service had occurred in this instance. T was required to make a nominal goodwill credit and C remained responsible for the outstanding account balance.

24.2

The Ombudsman considers T to have been selective in its approach to marketing the benefits of its change in service however it did signpost its customers to the website for further information. The Ombudsman considers the onus of responsibility lies with consumers to ensure they are aware of the terms and conditions of the offer they are agreeing to.

The Ombudsman found that C experienced a loss of six days service following the request to downgrade to the 1mb tariff plan and C claims this caused excess costs. However in line with the terms and conditions of service the Ombudsman considers T is not obliged to provide compensation for consequential loss.

The Ombudsman considers T failed to provide an adequate level of customer service at times and welcomes its offer of six months BB rental in recognition of the issues raised.

24.3

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24.4

C was approached by a salesperson for T offering services. C requested further details from T but it then proceeded to acquire the line. C objected to this step but T did not cancel the service and letters were not properly addressed. Following this complaint to the Ombudsman T cancelled the account and cleared all charges. The Ombudsman was satisfied with this as C had had the benefit of the calls made from the start to finish of the service. this was seen as making up for the poor customer service received by T.

24.5

C received a sales call from T asking if C would like cheaper phone calls, and that a person could come to visit C to explain this in more detail. C agreed to this, and maintained that C was told all C had to do was sign a Direct Debit (DD) mandate and an authorisation sheet to allow the switch to progress. C signed both forms but later advised C would not have signed it or given permission to switch providers, let alone signed for a period of three years. C believed he was duped and conned him into signing the documents. C did not make a payment and therefore T cut C's phone off for five days, and that C felt blackmailed into sending T a cheque, in order to reconnect the phone line. In this instance the Ombudsman was satisfied that C had been given enough information as to the terms and conditions of the agreement and that C was not mis-sold. The Ombudsman welcomed T's proposed remedy for C's inconvenience when the

line was cut off and also with its responses to C's complaint throughout. The Ombudsman required T to maintain its goodwill proposal to C and also provide C a detailed explanation and apology for any inconvenience caused.

24.6

C signed with T on the basis that payment could be made via an alternative method to Direct Debit (DD) without late payment charge. However, it later transpired that C had been misadvised. C later cancelled the account but still incurred late payment fees. C wanted T to waive the charges and offer compensation. T admitted that C was misadvised about the non DD charge and apologised. T advised the Ombudsman that the charges had been cleared on the account.

The Ombudsman was satisfied that all the charges had now been cleared on the account. However she considered that there had been a shortfall in customer service levels and for this reason required T to provide C an apology for poor customer service levels and in recognition a goodwill payment.

25.0 Network Coverage

25.1

C was unable to use the service provided by T. C complained to T but T advised that the coverage was good and no reason for the lack of service could be identified. C requested to cancel the service but T advised that a fee would be payable. C objected to this and T offered to reduce the tariff and correspondingly reduce the termination fee. C rejected this offer and requested that the service was cancelled without penalty. C complained to T in writing on numerous occasions but T failed to respond. It was also noted that T failed to return C's calls.

The Ombudsman was of the opinion that there had been a shortfall in customer service and T was required to issue a letter of apology and apply a credit to C's account. However, the Ombudsman did not consider that there was sufficient evidence of poor network coverage and therefore T was not required to refund any payments made. T was required to reduce the termination fee as offered and C was advised to accept this offer.

26.0 Nuisance Calls

26.1

C requested a number change from T due to receiving nuisance calls. C chased T for this for a number of weeks and when it was finally actioned, two numbers were requested causing C many difficulties. C complained in writing and by email to T but only received more requests for payment. Due to C's continuing difficulties C decided to transfer C's services but a marker remained on C's line. From the evidence available the

Ombudsman considered that C received a shortfall in customer service and required T to clear the outstanding balance on the account, issue a written apology and remove the broadband marker as soon as possible.

29.0 Premium Rate Services

29.1

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29.2

C's account was suspended by T after the credit limit had been exceeded. An enquiry revealed that PRS charges had caused the credit limit to be exceeded. The account was reactivated after the balance had been paid however shortly after it was suspended again after it had again exceeded the credit limit by over five-fold. Again PRS charges had caused this. Advice on computer security was provided but not until over 2 months had passed. C disputed the call charges with T.

The Ombudsman held that as T had failed to apply any PRS call barring after the problem had come to its attention call charges incurred after the first suspension should be waived and a letter of apology and an assurance that no adverse credit entries had been made in relation to C. A small goodwill gesture was also required of T by way of a small credit to C's account.

29.3

C raised a number of issues including being slammed, disputed PRS charges, credit limits and poor customer service. T refuted all of C's allegations and maintained that it had investigated the issues in full and found no evidence of slamming, that the PRS charges were correctly charged, it was warranted in increasing the credit limit and addressed all customer service issues.

The Ombudsman was satisfied that T has charged C accordingly for the disputed PRS calls and that as the account holder C is responsible for the protection of the PC. T is also warranted in increasing C's credit limit and this is underpinned by its terms and conditions.

However, in light of the error made by T in investigating the incorrect account, the company is required to carry out a full investigation, including a summary, into the slamming issue raised by C for the correct account and send its findings to C. C has also not received a level of customer service normally expected and this has caused C inconvenience. T was also required to clear C's account balance to nil along with a letter of apology for the poor experiences. T should clarify, in writing to C that no adverse information should remain on record, resulting from the subject matter of the

complaint or have been passed to any credit reference agency. T should also contact its debt collection agents and recall the debt

29.4

C claims that she was unaware that the PC was connecting to an International Rogue Dialler and therefore disputes the call charges raised. C is not happy that T did not forewarn her of these charges. T has confirmed that rogue diallers are not easy to identify and T can not stop what they see as a legitimate call being made.

Due to the fact that T did not forewarn her of these calls C requests a refund of 50% of the calls. T confirms that no refund will be given and payment of the outstanding amount is requested.

The Ombudsman opinion is that the call charges are to be maintained but due to lack of evidence of T not alerting the customer earlier to the calls requests that a goodwill gesture is awarded. A suitable payment plan for the remainder of the outstanding call charges should also be agreed.

29.5

C charged for premium rate calls to a quiz show which are disputed as C says no one was in the property at the time of the calls. T checked its call data information and no fault could be found. T maintained the calls as correct.

The Ombudsman said that the calls are correct and therefore C liable to pay. T to arrange a suitable payment plan with C if required.

30.0 Privacy

30.1

T provided a new number for C. C requested that the number should not be published and T acknowledged this request. C immediately received unwanted calls and faxes and complained to T. C claimed that the number had been provided for third parties although T denied this accusation. C sent written complaints to T but T did not respond on every occasion. C withheld payment on the account and T disconnected the service without prior warning. C purchased equipment in order to prevent further unwanted calls but this did not work. C requested compensation from T for this purchase and for the overall inconvenience.

The Ombudsman was satisfied that T had provided the number requested by C and she could see no reason to hold T responsible for callers dialling a number that had been used previously. However, there was a clear shortfall in customer service and T was required to address this. T was required to issue a written apology for failing to respond

to C's letters and for failing to advise C that another number could be allocated. The Ombudsman required T to issue a credit to the account for the shortfall and also apologise for failing to notify of the disconnection. However, T was not required to issue compensation for the purchase made by C and she could see no reason why C should not pay the remaining balance on the account once the credit had been applied.

30.2

C was a small business and had a broadband system installed by T. C specifically told T that no personal details were to be provided to anyone else but received a large number of junk mails, starting soon after the installation. Also received was a marketing letter from an Internet directory company headed with "New Business Telephone Line". There were, in addition, other failures by T, including the offer of a free mobile phone which did not materialise and sundry customer service problems. C also alleged severe damage to the business because the company's phones were cut-off on several occasions but no magnitude of harm or details were provided.

The Ombudsman decided, on the balance of probabilities that C's personal information had somehow been released by T and that T had also exhibited poor customer service, failure to provide the offered mobile phone and excessive delays in response to C.

32.0 Refunds

32.1

C's service was suspended by T due to non payment. C refused to pay bill until T had provided an explanation to the issues raised and resumed C's service. The Ombudsman found that T failed to address C's complaint letters within suitable timescales. Nevertheless, she couldn't criticise T for pursuing payment from C and suspending the service as C had cancelled the DD. The Ombudsman required T to credit C's account with charges equivalent to the period where the service wasn't used.

34.0 Service Transfer

34.1

C cancelled a service with T and received the final bill, which was paid. T later billed for charges incurred prior to cancellation. C complained about the charges but T failed to explain properly what the charges were for. C sent a letter of complaint but T failed to respond.

The Ombudsman noted that the charge had been billed incorrectly as the terms and conditions of the account prevented billing after a specific delay. T acknowledged the

error but failed to take action. Therefore the Ombudsman required T to issue a letter of apology and credit the full charges to the account. T was also required to provide confirmation that no further charges would be billed and issue a goodwill payment for the poor service.

34.2

C was a lady of 84 whose telephone service was transferred without her knowledge. T claimed it had a signed contract but failed to supply a copy to C or to her son. C's son paid the balance outstanding when the account was referred to a debt collection agency and complained to T. T accepted cancellation and closed the account but refused to supply a copy of the contract without a signed form of authority from C. C requested a refund of the money paid.

The Ombudsman could find no reason why T could not supply C with a copy of her contract. T did not provide the Ombudsman with a case file and its views could not be taken into consideration. There was no evidence that C had been given any cancellation period whether this was a doorstep sale or a contract concluded over the telephone.

The Ombudsman required T to provide a gesture of goodwill for its poor customer service and recommended that it considered its selling methods to ensure compliance with relevant regulations.

34.3

C requested T to transfer calls via Carrier Pre-Select Service (CPS) to its network. However, this didn't transpire and C incurred extra charges as the calls were routed via the existing provider. The Ombudsman was disappointed and concerned that T had failed to provide her office a copy of case-file details relating to C's account. On the balance of probabilities it appeared to her that T had failed to take ownership of C's complaint and had provided C with poor customer service levels. The Ombudsman considered that the onus was also on C to check with the existing service provider whether or not the calls were being transferred via T's network. Nevertheless, the Ombudsman required T to provide C an apology for the shortfall in customer service levels and a goodwill gesture in recognition.

34.4

C enquired about T's service but did not agree to an account. C discovered that T had taken over their account. C complained on several occasions but T failed to respond and did not take any action. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. The Ombudsman required T to cancel C's account without penalty and refund the charges C had incurred. A nominal goodwill gesture was awarded for the shortfall that had occurred and T was required to write a letter of apology.

34.5

C transferred service to T but was without a phone number for an unacceptable period. C complained to T that the line had also been installed in such a way that it created problems. C claimed that T had not advised of this in its sales talk. C sent written complaints to T but T failed to respond. T also failed to return C's calls. T eventually offered a credit to the account as a gesture of goodwill but C requested further compensation. T rejected the request.

The Ombudsman was of the opinion that the credit offered by T was appropriate to address the initial complaint. However C experienced subsequent problems with the customer service and the Ombudsman required T to address these. T was required to issue an apology for the shortfall in service and also provide an additional credit. Once the credits had been applied, T was required to cancel the account and issue the credit balance in the form of a cheque.

34.6

Case Summary

C contacted T to cancel its services before the account activation date. T advised C that the services would not be transferred. C started to receive bills from T and complained to it. T assured C several times that the account had not been activated but C began to receive debt collection letters. C wrote to T on several occasions but did not receive a response. C experienced a poor level of customer service.

The Ombudsman was unable to establish why T reassured C on several occasions that their services had not been transferred to it, when it had activated an account for them and was issuing invoices to them. The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. The Ombudsman required T to cancel C's account with immediate effect and backdate all service charges to the account start date. T was required to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

36.0 Tariffs

36.1

As the result of an error, all tariffs were removed from C's account. Therefore, for three months C was charged incorrectly. C complained about this. C wanted to cancel the contract. T credited C with an amount equal to how much C had been overcharged. T did not consider C should be entitled to cancel the contract without incurring a penalty charge.

The Ombudsman agreed an error had occurred but considered that C had taken appropriate action and also did not consider that C should be entitled to cancel the contract.

38.0 Terms and Conditions of Contract

38.1

C subscribed to T's broadband internet service. C moved property. C asked T to provide internet services at the new property. T's contract had a twelve-month minimum contract term. C had been a long term customer of T. C believed that C could cancel the contract at any time by giving one month's notice. However, when T moved the service to the new property a new contract had been started. Therefore, C was not allowed to cancel the contract without incurring an early termination fee.

The Ombudsman pointed to the fact that the Terms and Conditions of the contract clearly stated that a new contract would start if C moved premises. Therefore, she considered that T had done nothing wrong in starting a new contract. The Ombudsman identified several minor customer service issues, and required T to credit one month's package charges to C's account.

40.0 Wireless Access Protocol (WAP)

40.1

C disputed GPRS charges with T as said he had been advised that they were free from the beginning of his contract. C also said that T had not given him thirty days written notice that he would start to be charged.

T said that C was not charged due to a system error. T said that C was aware of this problem and the fact that he had received the service for free. T said that no written notice was required as GPRS had always been chargeable and so there was no contractual change.

The Ombudsman said that T had no contractual obligation to send C thirty days written notice. However, the Ombudsman said that T should have informed C as a common courtesy and requested T to award a nominal goodwill payment.