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1.0 Auto Diallers

1.1

C was contacted by T . T informed C that there was a high level of unbilled calls to international numbers on C's account. T agreed to place an international call bar on C's line to prevent further calls from being made. C disputed making the calls. 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 international 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. T was found to have identified the problem quickly and to have taken appropriate action to prevent further calls from being made. Therefore, no further action was required of T.

1.2

C received billing that showed PRS numbers C did not make. C complained to T and it was ascertained that C had been the victim of a rogue dialler that had been downloaded onto C's computer.

T investigated C's complaint and maintained that the charges had been correctly applied and that C was responsible for them.

C complained to Otelco that C was not responsible, C's complaint had not been properly investigated by T and that T had failed to alert C of the existence of such diallers.

The Ombudsman concluded that T she was satisfied T had properly investigated C's complaint and the charges had been correctly applied. The Ombudsman decided that C had not taken sufficient steps to prevent C's computer from making the calls, intentionally or not, and C was responsible for the call charges.

The Ombudsman also concluded that T had provided sufficient information about the existence of the problem which had also been substantially publicised by other service providers and the Government.

The Ombudsman concluded that T need take no further action in respect of the complaint and she recommended to C that C take steps to protect C's computer equipment from further 'rogue dialler' scams.

1.3

C disputed the PRS calls on the bill. T stated that the calls charges were correct as these had been incurred by the customer using a rogue internet dialler. Whilst the Ombudsman understood C's concerns and frustrations she felt that T couldn't be held responsible in this instance as the calls had emanated from C's computer. The

Ombudsman realised that T had a duty of care towards its customers, but it couldn't prevent their equipment from accepting downloads being offered to them via the internet. T had no way of knowing which sites were bone fide and which sites didn't comply with the regulators guidelines. T in this case was responsible for providing C with a working telephone line, which left C being free to attach equipment of choice to the line.

Following a careful review with the exception of one date the Ombudsman found that it was not reasonable to have expected T to have detected the activity between the disputed charge period as the charges gradually rose during this period. However, due to the poor customer service levels the Ombudsman felt T should provide C a goodwill gesture.

1.4

C received a bill that contained numbers to an International destination that C claimed not to have made. C disputed the charges with T who maintained the charges and advised C of the situation and how to prevent further similar calls. C contacted the CAB for help and the CAB corresponded with T, yet it continued to maintain the charges, but did credit C's account for any poor customer service received throughout. The matter was escalated through the complaints procedure and eventually reached deadlock. The Ombudsman considered the charges to be accurate and correct and welcomed T's goodwill payment for any shortfall in customer service C had received. The Ombudsman was of the opinion that this payment was adequate recompense and required no further action from T. The Ombudsman recommended C contact T in order to discuss its call barring options, if C did not already have any on the account.

1.5

C complained to T after receiving a bill including 17 PRS/international call charges. C complained about making numerous telephone calls in an attempt to resolve the problem, as well as sending letters. T maintained that C was liable for the charges, and provided PC security information and referred C to ICSTIS.

The Ombudsman explained that T could not be generally held responsible for the call charges and felt T had fully met its duty of care to the customer. She welcomed the fact that T had noticed the PRS issue through its monitoring systems, and had taken all appropriate action to ensure that further charges were not incurred by placing a call bar, whilst informing C about security measures that should be taken. The Ombudsman fully appreciated the concerns and frustration expressed by C, but required no further action to be taken by T. The Ombudsman advised that C should continue with an application for compensation from the PRS companies involved, and referred C to ICSTIS for further advice on the problem.

1.6

C complained about several calls that appeared on C's telephone bill. T informed C that the calls had been made by a rogue auto-dialler and as C was responsible for the security of the computer equipment that C was liable for the costs of the calls.

The Ombudsman was of the opinion that the calls were made by a rogue dialler. She considered that C was responsible for the security of C's computer equipment, and therefore, T was entitled to charge C for the cost of the calls. However, several examples of poor customer service were identified. Therefore, T was required to apply a goodwill credit to C's account.

1.7

C received a bill containing PRS charges and challenged these and the customer service received from T while this matter was being investigated. The Ombudsman found no criticism of the investigation carried out by T held that the PRS charges were to be paid. C complained in particular that T would not provide details of the subscribers that the PRS lines related to. T refused to as this was commercially sensitive information. T did refer C to ICSTIS.

The Ombudsman agreed with T's approach and the complaint was not upheld.

1.8

C received an invoice from T containing call charges for International call charges generated by a rogue dialler downloaded whilst accessing the internet. T picked up on the unusual account activity and contacted C and immediately placed an International and PRS call bar on the account. C challenged the validity of the call charges but acknowledged that publicity had been given to the threat of rogue diallers but claimed its method of doing this was ineffective. The Ombudsman did not agree with this view.

The Ombudsman could find no reason to criticise T in this matter and required C to pay the disputed charges but did recommend that T arranged a repayment plan.

1.9

C complained to T about international call charges that C had not made. The calls had been generated by a rogue dialler. C also complained about an increase in C's DD, which had been generated by the high charges. T acknowledged that C had received some poor service and two credits had already been applied to C's account. C remained dissatisfied and requested a full refund.

The Ombudsman concluded that C was liable for the disputed call charges, as the calls were generated by C's own equipment. However, the Ombudsman concluded that there had been a delay in contacting C about the rise in C's call charges and the way T had increased C's DD payments. The Ombudsman concluded that no further action was required by T, as the credits already applied to C's account were generous in the circumstances.

1.10

C disputed the PRS calls on the bill. T stated that the calls charges were correct as these had been incurred by the customer using a rogue internet dialler. Whilst the Ombudsman understood C's concerns and frustrations she felt that T couldn't be held responsible in this instance as the calls had emanated from C's computer. The Ombudsman realised that T had a duty of care towards its customers, but it couldn't prevent their equipment from accepting downloads being offered to them via the internet. T had no way of knowing which sites were bone fide and which sites didn't comply with the regulators guidelines. T in this case was responsible for providing C with a working telephone line, which left C being free to attach equipment of choice to the line. Following a careful review the Ombudsman felt that she could not have reasonably expected T to have detected this unusual activity as it occurred within a very short space of time. She required no further action from T.

1.11

C received a bill from T and noticed charges for International Internet calls which C claims they did not make. C contacted T and complained that they should not pay. T said that C was responsible for calls made over their Internet and the charges were correct.

The Ombudsman concluded that if C had not made the calls C may unwittingly been the victim of Internet rogue auto-diallers. Whilst the Ombudsman was sympathetic towards C's position she had no reason to criticise T for maintaining the charges. The Ombudsman expected C to pay T call charges as the numbers had emanated from C's Internet line.

1.12

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1.13

C disputed the PRS calls on the bill. T, who provided the internet service stated that the call charges were correct as these had been incurred by the customer using a rogue internet dialler. Whilst the Ombudsman understood C's concerns and frustrations she felt that T couldn't be held responsible in this instance as the calls had emanated from C's computer.

The Ombudsman was disappointed and concerned that T has failed to provide her office a copy of case-file details relating to C's account. Without the case-file the Ombudsman felt that she was unable to fully determine the level of customer service delivered to C by T. However, she was aware that the dispute that C had was in relation to charges C had incurred with the telephone company through use of T's dial-up service.

Whilst the Ombudsman understood C's concerns she considered that T couldn't be held responsible in this instance as the calls had emanated from C's computer and routed through C's telephone company. The Ombudsman realised T couldn't prevent a customer's equipment from accepting downloads being offered via the Internet as it had no way of knowing which sites were bona fide and which sites didn't comply with the regulators guidelines. The Ombudsman found that T in this case was only responsible for providing C with a working internet service, which left C being free to attach equipment of choice to the line.

The Ombudsman noted that C had not supplied her office with a copy of her telephone bill listing the disputed charges, but suggested C contacted the telephone company for further advice in relation to seeking a refund. If any of the numbers were found to be related to PRS numbers then C was recommended to contact ICSTIS, the Independent Committee for the Supervision of Standards of Telephone Information Services. The Ombudsman required T to provide C a goodwill payment for not addressing the complaint properly.

1.14

C disputed call charges but T maintained them. The Ombudsman examined the calls on the bill and considered that on the balance of probabilities the line was recording calls accurately because only the calls to one number were being disputed. If a 'bill affecting fault' had occurred, the whole bill would have been affected and not just the disputed calls. The Ombudsman advised C to visit <http://www.icstis.org.uk> to find out further information in relation to the owner of the disputed number and if necessary complain by clicking on the orange button. The Ombudsman required no further action from T.

1.15

C received an invoice from T containing international call charges generated by a rogue dialler. C complained that the charges should be removed from the account and also complained about the level of customer service experienced.

Having considered matters the Ombudsman was satisfied that the level of customer service delivered was acceptable and explained BT's duty to pay the original services provider and that it must then look to the customer to pay the charges on the invoice.

The Ombudsman could find no reason for payment not to be made and made no criticism of the customer service delivered. A late payment fee added to the account was to be removed as this matter was still being disputed.

1.16

C disputed the international calls on the bill. T stated that the calls charges were correct as these had been incurred by the customer using a rogue internet dialler. Whilst the Ombudsman understood C's concerns and frustrations she felt that T couldn't be held responsible in this instance as the calls had emanated from C's computer. The

Ombudsman realised that T had a duty of care towards its customers, but it couldn't prevent their equipment from accepting downloads being offered to them via the internet. T had no way of knowing which sites were bone fide and which sites didn't comply with the regulators guidelines. T in this case was responsible for providing C with a working telephone line, which left C being free to attach equipment of choice to the line. C and T provided no copies of the bills. On the balance of evidence available the Ombudsman required no further action from T.

1.17

C received a bill with unrecognised calls to an Auto 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 dealing with the case.

The Ombudsman recommended C accept the offer, but remains liable for the remaining charges.

1.18

C disputed a bill with T with unrecognised and high value calls. T investigated and found all calls were correctly billed and had come from C's handset. T recognised there had been a shortfall in its customer service and made an offer of a goodwill payment and an apology.

The Ombudsman concurred with T's findings and that C was liable for the calls.

1.19

C received a bill from T. The bill included charges for calls to Tuvalu. C did not recognise the numbers. C complained to T. T informed C that the calls had been made by an auto dialler, and that C was liable for the calls. C disputed this, stating that as C was not aware of the calls T should not charge for them.

The Ombudsman was of the opinion that the auto dialler had breached the security of C's computer equipment. As C was responsible for the security of C's computer, the Ombudsman considered C was liable for the costs of the calls. No further action was required of T.

1.20

C received a telephone bill from T showing that calls had been made to an international number that C did not recognise. C contacted T who informed C that the calls had been made by a rogue dialler inadvertently downloaded onto C's computer. C stated that as C was unaware the calls were being made, T should not charge for them. C also felt some of C's queries had been ignored.

The Ombudsman was satisfied that T had issued adequate warnings and that it as obliged to pass on charges collected in a short period of time. As the calls had been made within a short period, she did not consider T should have been expected to have warned C about the calls. T had made a goodwill credit in recognition of some customer service failings C had encountered. The Ombudsman considered this to be adequate and required no further action.

1.21

C received a phone bill from T containing calls to international numbers. C complained as C stated that C had not made the calls. T stated that the calls had been made by a rogue auto-dialler downloaded from the internet. C stated that C had not got a computer.

The Ombudsman established that C had a daughter at university, and that at the time the calls had been made she would have been home for the holidays. The daughter had a laptop which had previously made Premium Rate Service calls because a dialler had been downloaded. T had checked C's lines and found no faults. Therefore, it was considered most likely the daughter's laptop had made the calls because a dialler had been downloaded. The Ombudsman required no further action from T.

1.22

T contacted C as it had noticed a number of international calls that had been made by C's line. It was apparent that C had become the victim of a rogue dialler, and BT provided relevant advice and placed a call bar on the line. T maintained that the call charges should be paid by C. but C disputed that these should be paid by C. However, T recognised that this matter had become protracted and made a goodwill gesture to C's account. C remained unhappy and referred this matter to the Ombudsman.

The Ombudsman believed T had acted correctly throughout, apart from the acknowledged delays. She felt the goodwill gesture made by T was generous from the information provided, and she required no further action to be taken by T.

2.0 Billing

2.1

C complained that charges have been incorrect for several years, but admitted that the bills were not scrutinised at all during this time. The complaint was investigated fully by T which found a sizeable refund was due. This was made as a credit to C's account when C was expecting a cheque. C has since requested termination of the account and T will make the monetary refund upon completion.

The Ombudsman found T to have acted fairly and does not require it to take any further action.

2.2

C had unrecognised bills on four lines from T which, when queried with it, included a previous tenant. C also had an old account that had previously been closed, reactivated. The billing for calls was attributed to each of the two users themselves and the accounts cleared.

The Ombudsman required the incorrectly reactivated account to have the line rental charge waived and an apology for the confusion. C was still liable for the costs of calls made on all lines until deactivated.

2.3

C moved address and setup a new direct debit. This caused problems as C noticed the payments withdrawn from C's 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.

2.4

C had an account barred and called T to ascertain why. C was informed that it was due to an unpaid debt. C requested termination of the account and was asked to confirm in a letter. C states this was done but was not received by T. T confirmed the new cancellation date following a 30 day termination period. C failed to pay T and the account was eventually closed as a bad debt.

The Ombudsman found that C was liable for costs up to the new termination date, but that T should refund any advance payments beyond termination. The Ombudsman also required that T ensure debt collection activity is cancelled and no adverse information is retained by credit reference agencies.

2.5

C requested services from T at a specific price. T unable to oblige but later made an allowance, provided arrears were met. C rejected the offer and requested a termination for which T applied an early termination fee. C complained and cancelled a Direct Debit

for which an increase in fees was applied by T. C complained about being mis-sold the service.

The Ombudsman found C needed to decide if the service was to continue to be provided by T; if it was then the price agreed earlier in negotiations was to be adopted, if not the C liable for arrears but no termination fee should be applied.

2.6

C contacted T as incorrect charges were discovered with the billing. C added that a poor level of customer service was received and a poor response to sent complaint correspondence. T accepted the incorrect charges and advised that they were a result of not applying the correct tariff change. T stated that no correspondence was received.

The Ombudsman concluded that C had received a shortfall in service and customer service from T.

It was clear from the evidence provided that C had incurred incorrect charges after a tariff change. The Ombudsman was satisfied that C also did not receive an appropriate reply to the sent correspondence. This is a shortfall in customer service.

Therefore, T was required to send C a full breakdown of the account clearly showing the credits applied, offer a goodwill gesture for the overall poor experiences to date along with a full apology.

2.7

C contacted T to dispute charges raised on the billing received. C added that a poor level of customer service was received upon complaining to T. T stated that C had received the refund of overcharge and that a good level of customer service was received.

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

On the balance of evidence provided, the Ombudsman was satisfied that C has been refunded any overcharges raised from T. However, as C remained unclear over the disputed refunds, T should send C a clear breakdown of the account to reduce any further confusion. The Ombudsman was satisfied that C also did not receive an appropriate response to the complaint correspondence and this is a shortfall in customer service.

Therefore, T was required to send C a clear breakdown of the account and offer a goodwill credit along with a letter of apology.

2.8

C contacted C to request disconnection of T's service as C was moving address. C was advised to put this in writing which C did. C then continued to receive bills from T via the old address and contacted T to query them. C advised it had not received any disconnection request from C and therefore had continued to bill C. C complained to T both orally and in writing and T agreed to disconnect the account with a zero balance. However C still received bills and demands for an outstanding amount, still being redirected from C's old address. C sent a letter of complaint via recorded delivery but received no response. The Ombudsman welcomed T's initial gesture of good will in disconnecting the account with a zero balance but it was clear that this was not actioned and that C continued to receive demands for up to two months later. The Ombudsman required T to confirm in writing that C's account was closed with a zero balance, and also offer C a small good will payment; both to be sent to C's new address.

2.9

C received bill from T but no itemisation. C said that she contacted T but it would not send itemised bills or explain the charges on the bill. C also had a fault with the line in that callers would receive a message to say that C's number was not recognised. C was ill and this caused distress for C's family and doctor. C said that T did not resolve the problem so C cancelled the service.

T said that it informed C on how to view bills online. T also advised C by email on how much she was charged for calls to narrowband Internet. T said that C had a problem with the voicemail service and a fault was reported. However C cancelled the account before the fault could be resolved. T had refunded all voicemail charges to C and credited the account with a nominal goodwill payment.

The Ombudsman said that T had responded to C's bill problem satisfactorily. The Ombudsman said that T had not responded to the voicemail fault in a timely manner but that the goodwill payment already made was fair. The Ombudsman requested that T send C copies of itemised bills and a letter of apology. T to contact C to arrange a suitable payment plan.

2.10

T advised C of an activation date for the new package, yet C found the new package was charge from the next months billing date. Based on the information made available the Ombudsman considers this failure in communication should have been avoided and it demonstrates a failure in customer service.

C stated T had promised to issue a replacement modem, however the Ombudsman recommended C contacts T's testing centre to allow it to perform its diagnostic testing on the modem. If it is faulty C would be given a reference number with which T could order a new one.

The Ombudsman considers C sought to progress the complaints however, T failed to respond to C's letters. She considers C has suffered from a shortfall in customer service. In recognition of the customer service issues raised the Ombudsman directs T to credit T's account with the charges generated from the activation date to the start of the billing cycle as a goodwill payment.

2.11

C contacted T to request a combined telephone package and broadband. C was unable to install the service, but T charged C. C had inadvertently dial up using the wrong number and was charged for the calls to the 0845 number. C wrote to T to complain, but no response was received to C's letter. C wrote again and T re-rated C's invoices. C remained dissatisfied.

The Ombudsman concluded that C was liable for the calls, but took into account T's credit. C had used the telephone service and was therefore liable for call and package charges for the service. As C had been unable to use the broadband service, T was required to provide a credit for the charges. As T had failed to address C's concerns and complaint, T was required to provide a goodwill credit.

2.12

C received a bill from T in August 2004, but states no service was requested from T. C has telephoned, and sent letters and faxes to T in an attempt to resolve the problem, but these appeared to be ignored. C complained that bills continued to be received for a service that was not required or requested. T failed to provide any details relating to C's complaint.

The Ombudsman believed that without any evidence to the contrary, she had to take C's account of the facts as being true and accurate. On this basis, she required T to terminate the service and waive all charges on the account. She also required T to send a letter of apology with a goodwill gesture.

2.13

The Ombudsman concludes T incorrectly renewed C's tariff plan and subsequently a bill was generated. C complained about this and the account was credited accordingly. Unfortunately the account was incorrectly passed to a debt recovery agency, and C was pursued for money and the credit file was marked. The Ombudsman considers this a demonstration of poor administration and failure of customer service.

The Ombudsman noted on T apologised for its service issues, recalled the account and amended C's credit history. The Ombudsman considers T added to the protracted delay in its handling of this complaint. The Ombudsman noted T offered C a sum in recognition of its customer service issues raised on the case and that C rejected this offer.

The Ombudsman considers T failed to provide a satisfactory level of customer service and caused C concern, inconvenience and costs when seeking resolution to the complaint. The Ombudsman directs T to make a goodwill payment in recognition of the issues raised.

2.14

C repeatedly complained to T about billing errors on the account, as each month charges were incurred even though an all inclusive call package had been agreed. Each month C called T and assurances were provided by T but without any action being taken. C eventually brought the complaint to the Ombudsman, and T confirmed that all call charges had now been credited. T accepted errors had been made and offered to make a further credit as a goodwill gesture.

The Ombudsman accepted that errors had been made and could see that T had provided poor customer service. However she welcomed the actions now taken by T, and concluded T's offers would be appropriate in resolution. She required T to send a letter of apology, and this was to include confirmation of the agreed BB and inclusive call package. The Ombudsman required T to make the proposed credit as a gesture of goodwill, and to provide written confirmation of all credits applied.

2.15

C contacted T as billing was received for a payment that had been made. C added that debt enforcement notices were received and a poor level of service was experienced in complaining to T. T stated that an error had occurred as the payment was placed into an incorrect account.

The Ombudsman concluded that it was clear that C has been inconvenienced greatly regarding after making a payment to T that an error occurred and the payment was placed into an incorrect account. This resulted in C making a genuine attempt to resolve the issues and making numerous contacts and sending correspondence to the company. The response received from T was not appropriate nor a level of customer service expected.

Therefore, T was required to clear C's account balance to nil, cancel the remaining contract, without penalty, along with a full written apology for the poor experiences received. T should also send C a goodwill gesture payment, by cheque, to cover any expenses incurred. 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.

2.16

C requested a service from T. T set up the service but overcharged by various amounts and deducted too much from C's bank account before the correct tariff was restored.

The Ombudsman required T to make an apology, a goodwill payment and recalculate C's bills in order that the overcharged amount is identified and refunded.

2.17

C disputed a number of calls to a certain number that appeared on the bills for several consecutive months that C maintained C did not make. On receipt of each bill C contacted T to complain but to no avail. Then for personal reasons C decided to cancel the agreement with T and a third party sent T a letter, signed by C, advising of this. However C received no response, and therefore a second letter was sent outlining the full complaint. C eventually received confirmation from T that the account was closed with zero balance, but there was no response to C's actual complaint. The Ombudsman found that in this instance as the call had been generated and made via C's line, C was liable for the cost of the calls. The Ombudsman was satisfied that T had since carried out C's request, but required it to provide C with a letter of apology for any shortfall in customer service received throughout.

2.18

C moved home and used T's automated change of address voicemail service to inform it of this, however bills continued to go to C's old address, and as a result went unpaid. When T contacted C about the late payments, C made a manual payment to clear the account immediately, but later found that T had contacted a credit reference agency to advise that C had missed a payment. C felt it was T's fault for the missed payment. C contacted T on a couple of occasions and was offered conflicting information and then C sent a couple of letters of complaint, but received no reply. From the evidence available the Ombudsman had no reason to doubt C (due to a lack of evidence from T) and therefore required T to credit C's account with a small goodwill payment and also ensure that any information that had been passed to a credit reference agency had been corrected.

2.19

C's mobile had an outgoing call bar imposed by T. C called T and was told it was due to reaching the credit limit. T stated it had changed its charging policy. C was unaware of the change but was asked to pay for the disputed calls.

The Ombudsman found C was, on the balance of probabilities, unaware of this and not in a position to make an informed decision. T required to refund call costs made during the disputed period and making an apology.

2.20

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.

2.21

C received a late payment bill from T despite never having received an original bill C wrote to T and received a call from T a few weeks later. C advised that due to C's personal situation, C would pay the bill later that week and T also forwarded on a copy of the original bill to C, however C did not receive a written to C's original letter. C then found that C's line was disconnected so contacted C contacted T and was advised that it had placed a bar on the account and that it would take 48 hours to resume service. C then received a letter from T confirming that she no longer wanted to be its customer yet the next day an itemised bill was received. The majority of this amount was due to an external dial up modem and frequent use, which C also disputed. C sent many letters of complaint and also involved Trading Standards yet T made no offer of resolution. In this instance the Ombudsman was satisfied that T pursued C correctly for any remaining charges and that it did attempt to contact C to advise of the situation. However she also considered that T should have advised C at an earlier stage, when C's call threshold was reached in order to bar any further calls from being made, and also that C did receive a shortfall in customer service throughout the complaint. The Ombudsman required T to credit C's with a goodwill payment to cover the charges C incurred after the call threshold was reached, and also for any shortfall in customer service received.

2.22

C requested pricing information from T prior to a journey abroad. C claimed that T gave a maximum price for calls but later found that the charges applied were significantly higher than that quoted. C complained to T but T advised that a minimum charge had been provided as only estimates could be provided for international calls. T investigated the charges and found them to be correct. C did not deny making the calls but refused payment whilst the investigation was pending. T suspended the service until payment was made but did agree a payment plan with C to clear the balance.

The Ombudsman was of the opinion that there had been a misunderstanding regarding the charging information. However, she considered the charge to have been billed correctly and accepted T's investigation into the charges as being correct. C did not deny making the calls but was unhappy about the charges. The Ombudsman could see

no evidence of a shortfall in customer service and therefore she considered the charges to be valid and payable. No further action was required of T.

2.23

C cancelled one of two lines with T. C later found that both lines had been disconnected in error. C advised T of this and one line was reinstated. C complained that the wrong line had been re-provided and also that C was being billed for both lines. T advised that it would correct the problem but C stated that the problem was not resolved. T also informed C that a credit would be applied to the account. T records showed that this was done but C claimed that the credit had not been applied. C continued to complain about the account as C was still receiving bills from T showing line rental for two lines. Further credits were applied to C's account but C was not happy that the matter had been resolved. C requested cancellation of the account but T failed to acknowledge this. T cancelled the account due to non-payment and requested the outstanding balance. C contacted T's Head Office and claims that T advised that the final bills would be waived as a gesture of goodwill. C was also told that a notice period would not apply. T issued a default notice for the balance and a bill which indicated that the balance was higher than that stated on the default notice.

The Ombudsman was of the opinion that there had been some initial confusion regarding the credits and charges applied to the account. She was disappointed to note that billing information had not been provided with the exception of the last bill issued to C. She could see no reason to disbelieve C's claims that charges had been made in error although T had provided notes to suggest that the credits had been raised. The Ombudsman required T to waive all outstanding charges on C's account as a gesture of goodwill for failing to action C's requests and for failing to cancel the account.

2.24

C paid a deposit at the start of a contract with T and was assured that this would be refunded in three months. T credited the deposit to C's account but C complained about this and claimed that the deposit had not been received for five months. The credit was applied one week after the three-month billing period. C advised that T had failed to respond to communication. T's records showed that T had responded to letters and calls and return calls were made on request. C informed T that the bills received were incorrect and T issued a credit to the account once the recalculation had been carried out and shown that free minutes had been charged for. T disconnected the service in error on five occasions but claimed that this was due to a system error in recognising the credit when calculating the outstanding amount.

The Ombudsman was of the opinion that C had experienced a poor standard of customer service and that T had failed to correct the billing problem in a more timely manner. However, she acknowledged T's efforts to resolve the matter and noted that credits had been applied to the account to ensure that C was not paying for a service that had not been received. The Ombudsman required T to issue a letter of apology for the poor customer service and issue a small credit payment to C's account for the

disconnections actioned in error. No additional action was required as the Ombudsman felt that T had addressed the financial issues in its attempts to resolve the matter.

2.25

C queried premium rate service (PRS) charges on two invoices and T advised that ICSTIS could investigate on C's behalf. C continued to complain to T but was offered the same advice on each occasion. C withheld payment of the account during the dispute and T issued reminder letters for the balance. C eventually paid the balance and T advised again that a refund could be sought via ICSTIS.

The Ombudsman was of the opinion that T had acted reasonably in providing a PRS bar after the charges were noted but she could not see any reasonable evidence to suggest that T could have noted the charges any sooner. The Ombudsman did not require any further action from T and she advised C to seek a refund from the PRS company. Details were provided.

2.26

C advised T that invoices had not been received for two billing periods. T issued copy bills but C did not receive these. C contacted T's call centre on three occasions but was unable to resolve the problem. T advised C of the amount due but C refused to pay until the invoices were received. T placed a bar on the account due to non-payment. C later complained via Ofcom and also included a complaint about the patchy network coverage. T claimed that this had not been brought to its attention previously and therefore had not have the opportunity to respond to or act on this information. C also advised that T had failed to respond to a letter but no dates were provided. T's records showed that one letter was received and a reply issued a week later. C requested to cancel the account and T advised that a termination fee would be applied to the account. C was unwilling to pay this fee.

The Ombudsman was of the opinion that T had acted reasonably in the matter and responded to C's requests. However, the Ombudsman felt that T had not been given the opportunity to respond to C's later complaints regarding patchy network coverage. She was unable to determine the reason for C not receiving the invoices but noted that T's records showed that it had sent them. The Ombudsman required T to issue the invoices again by recorded delivery and also offer a full diagnostic check of C's handset in an effort to resolve the connection issue. The Ombudsman considered the outstanding balance to be valid and payable by C and T was advised to contact C to arrange payment. In the event that C decided to cancel the contract, the termination fee would apply and be payable by C.

2.27

C transferred from pay as you go (PAYG) to a contract with the same provider. C claimed that T did not inform of the transfer date and C was later charged for calls to the PAYG Customer Services number. T provided log notes that showed a text message was sent to C on the day of transfer. However, there was no clear evidence to indicate

whether or not C had been advised of the charges to the Customer Services number. T credited C's account with a goodwill payment that covered more than half of the charges of the calls disputed.

The Ombudsman was of the opinion that T had acted fairly in this matter and that the goodwill payment applied to C's account was fair. No further action was required of T.

2.28

T restricted C's service due to non-payment of the account. C advised that the bills had not been received for three months and arranged to make immediate payment. The service was not reinstated for five days despite numerous phone calls by C. C's service was restricted again and further payment was taken to cover the bill. C was unhappy with the service and requested cancellation. T agreed to cancel the account without penalty due to the poor service provided. T took payment of a disconnection fee from C's account but later refunded this amount. Further payments were taken to clear the outstanding balance but C maintained that the Direct Debit had been set up without authorisation. T advised that the Direct Debit had simply been amended. T issued a goodwill payment to cover the bank charges incurred by C during the dispute but did not offer an apology for the poor service.

It was clear that C had received a less than satisfactory service from T but the Ombudsman was pleased to note that T had made attempts to resolve the matter. However, she also noted that T had failed to issue an apology or acknowledge its poor customer service. The Ombudsman required T to ensure that all erroneous payments had been refunded to C and to provide confirmation of this for C. T was also required to issue an apology to C and a goodwill payment for the poor service provided.

2.29

C agreed a payment plan with T and made two payments into the correct account. T did not show these payments on C's statement. C queried the balance and T advised that it had not received payment. C sent a copy of the deposit slips to T. T claimed that it had not received the deposit slips and referred the debt to a collections agency. C made full payment of the balance but advised T that duplicate payments had been made as a result. T was unable to trace the two disputed payments initially but later found the payments and claimed that they had been allocated to the suspense account due to lack of account information. C wrote to T on several occasions but claimed that T had not responded.

The Ombudsman was of the opinion that T had clearly failed to register the payments appropriately and noted that C had included account details as required. T was able to trace the payments after further investigation and at this point they were allocated to C's account. T was unable to provide a reason for its failure to respond to C's letters although the Ombudsman did note that it had communicated verbally with C. The Ombudsman required T to issue a small credit to C's account and issue a letter of apology for the stress and inconvenience caused due its error. T was also required to

refund any overpayment made by C and provide details of the total payments made to assure C that the account was correct.

3.0 Broadband

3.1

C contacted T and tried to communicate cancellation but was unable to get through so wrote a letter. C also experienced problems with the broadband service and tried to cancel. 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 despite the two requests being made. Without the case-file the Ombudsman felt that she was unable to fully determine the level of customer service delivered to C by T. However, following a careful examination of the account on the evidence available she considered that C had received poor customer service levels from T as C's complaint had not been addressed within a suitable timeframe. Although the Ombudsman was unable to determine how many times C contacted T, on the balance of probabilities it appeared that C had contacted T on numerous occasions to resolve the complaint.

The Ombudsman required T to backdate the disconnection for TV and telephone services provide C a full refund for the broadband service, ensure the account was terminated displaying zero balance as a goodwill gesture.

3.2

C had problems with ISP and Broadband services. C decided to terminate the contract and discovered that she would be liable for a termination fee. C was unaware of that the contract had been entered into for 12 months. C disputed call charges relating to premium rate numbers.

The Ombudsman felt that T should have provided guidance on call barring within its' letter to C and required T to make a goodwill gesture. The Ombudsman considered that the outstanding balance was valid and due.

3.3

C has raised a number of complaints in relation to C's internet account. This is a broadband internet account. C states that the account is described as unlimited which would normally refer to the level of downloading that the customer is allowed to do during any specific period. T advised C that the downloading was excessive and barred the account and C disputed this. T then discovered that a problem had occurred in the department responsible for recording internet usage. This problem had the effect of duplicating usage records which must have then had the effect of creating a record of usage that was twice as high as it was in reality.

The Ombudsman considered that T had acted improperly and required it to cancel the account with no early termination fee and provide a goodwill gesture.

3.4

C requested broadband and telephone services from T, but the service was not supplied after weeks of waiting due to a problem with the broadband carrier. C complained to T, but no response was received. C cancelled the services and requested broadband with another supplier and C was connected in less than two weeks. C remained dissatisfied and requested compensation from T for the stress and inconvenience caused.

The Ombudsman concluded that C had received a poor service from T, but T had already provided credits to T's account. T was required to provide C with a breakdown of the account to show all the credits and if confirmed, the Ombudsman considered the total credits received to be reasonable compensation in this case. T was also required to provide a letter of apology to C for the poor service received.

3.5

C was receiving interrupted Broadband services through a set box. T advised C to change to a modem connection. C did this but was unable to receive any services. T attempted to resolve the problems but was unable to do so.

C sent a letter to T complaining about the events. T wrote back and C then realised that T had opened a new account in respect of the modem service, without C's permission.

C decided to cancel all services and sent a letter to T about this. In the letter C stated that C did not expect to receive further invoices. T sent further invoices and began Debt Recovery action when C did not pay for outstanding amounts on C's accounts.

The Ombudsman concluded that T should not have opened a new account without C's knowledge. The Ombudsman had not been provided with information about when the accounts C asked to be cancelled had been closed and what the outstanding balance was. The Ombudsman commented that if C had not paid outstanding balances on C's original accounts it was not surprising that C had received further invoices and Debt recovery letters.

The Ombudsman further concluded that T must ascertain what the closure balances were on the original accounts C had and advise C of them. If C had overpaid then C was entitled to a refund. If not, C was liable to meet any outstanding balance.

The Ombudsman also decided that T had failed to deal with letters C sent to T about the accounts and invoices C was receiving. The Ombudsman decided that to address this customer care failing, T should make a small gesture of goodwill and send C a letter of apology.

3.6

C complained T sold a BB package in the knowledge C was unlikely to be able to receive BB. Throughout the period up to T admitting it could not provide the service it continued to charge C. C made numerous calls to the BB helpdesk and wrote letters of complaint. T replaced C's modem and C stated T advised to buy a new computer. The Ombudsman concluded the cost of the computer should remain C's responsibility in full. T admitted it should have been explained to C at the time of sale that an engineer would be required to make further tests to establish if it would work or not, and unfortunately the tests could only be carried out after the service had been provided. C complained of poor customer service and considers T to be unreasonable not to allow it to receive radio technology BB on the same tariff as the previous package. The Ombudsman considered the original contract was not transferable and the new service and package would have its own contract, terms and conditions.

The Ombudsman noted T provided a detailed letter of explanation and apology to C. It cancelled the contract and issued a full credit refund. It also credited C for the micro filters and the call charges to the BB Helpdesk. It awarded a goodwill payment. Due to the protracted delay endured by C and the great inconvenience caused the Ombudsman direct T to make a further award

3.7

C upgraded to Broadband with T. C did not receive modem but T continued to take payment for BB and previous Internet dial up service. C contacted T by phone and email but received no response. C sent T a letter and received an acknowledgement letter but no actual response.

T said it had not fulfilled C's order as it had not sent a modem. T advised it was willing to refund all payments made for the BB and Internet dial up package and cancel the BB contract without penalty.

The Ombudsman said that C had received poor customer service from T. T requested to send a letter of apology and refund C with all payments made. T to also release the BB service without penalty. T to award C with a nominal goodwill payment in recognition of the poor customer service received.

3.8

C contacted T as the broadband service applied for was not connected after approximately two months after registration. C added that increased charges were incurred as a result of being placed onto the incorrect tariff. C stated that a poor response was received from T in complaining to the company. T in acknowledgement of C's experiences applied a credit to the account and offered a further goodwill payment.

The Ombudsman considered that C had received a shortfall in service and customer service from T. The Ombudsman was satisfied that this offer by T addressed the

shortfalls received by C and covers any telephone or correspondence costs incurred. However, the Ombudsman did not believe it unreasonable for T to send C a clear breakdown of the credits applied to the account for C's understanding of how the payment has been calculated.

Therefore, T was required to offer of a further goodwill gesture payment, and a clear breakdown of the credits applied to the account to show how the payment has been calculated along with a full apology for the overall poor experiences.

3.9

C contacted T as no installation instructions were provided with the modem upon entering into a broadband agreement of services. C added that T did not respond to correspondence sent or showed an appropriate level of customer service. T did not respond to the Ombudsman.

From the evidence provided, it seems that C had been unable to activate or use the broadband service as no installation instructions were sent with the modem. C had made a genuine attempt to rectify this issue and the Ombudsman concluded that T did not respond to the written or verbal requests for help. This was a shortfall in customer service.

Therefore, T was required to cancel C's contract, without penalty, and refund all charges taken for the broadband service. T should offer C a goodwill gesture payment, by cheque, along with a letter of apology for the overall poor experiences to date. T should confirm that C's account is closed with a nil balance and ensure that no further billing is sent.

3.10

C agreed to be provided with a broadband service by T but this failed to work and so C arranged for the equipment to be returned. T acknowledged that C did not have the service. C then received a bill from T for the broadband and so C complained. T logged the complaint but no action was taken until some 8 months later after C had written numerous letters and had made chasing calls and further complaints. T also chased C for payment and added late payment charges to the account. C was a freelance worker and made a claim for time spent and loss business due to a marked line and the failure by T to resolve the error. T had also threatened to restrict C's telephone service. Finally T recognised that there had been errors and apologised to C and offered a goodwill payment that was rejected as insufficient by C.

The Ombudsman noted that T had addressed the errors with billing. It had offered C a goodwill payment in recognition of the time taken to resolve the matter and the inconvenience caused. She considered that this was acceptable for the shortfall in customer service, the chasing for payment, ongoing billing errors and the complete failure to make any response to the initial complaint. However C worked on a freelance basis and although a claim had been made for lost work the Ombudsman considered that this would be very difficult to substantiate without very specific supporting evidence.

She noted that C had spent considerable time trying to get the matter resolved and that she considered C was entitled to charge for time taken which had detracted from C's usual business activities. T was to make a payment direct to C should C decide to accept the Ombudsman's decision and a further letter of apology was to accompany the payment.

3.11

C complained that when a decision was made to change the service received from T this led to the account being tied for a 12 month term. C stated this was never explained by T, but T continued to maintain C was tied contractually. C made a number of calls to T, and complained about T making threatening calls to the home number. C requested for the contract to be terminated without charge, but it was apparent that the contract period had already expired. C complained that T was refusing to remove a marker from the line, and requested this to be taken off by T and for a letter of apology to be received.

The Ombudsman was concerned by the information provided and recommends T conducts a full investigation. She required T to provide written confirmation that the contractual obligations had ended and that the marker had been removed. The Ombudsman also requires T to send C a letter of apology, and this was to be provided with confirmation that a credit was to be applied to the account as a goodwill gesture in consideration of the customer service issues.

3.12

C had a broadband service with T but found a fault on the line causing the service to be restricted. C continuously complained to T about this but the problem was not rectified for a period so C requested cancellation of the service. T eventually agreed to cancel the broadband service without penalty but a marker remained on C's line leaving C unable to obtain another ISP. C continued to complain to T who chased C for an outstanding balance on the account. The Ombudsman welcomed T's offer of cancellation without penalty and also its proposed goodwill credit and required T to confirm in writing the closure of C's account with zero balance, as well as maintain its goodwill payment. Regarding the remaining marker, the Ombudsman recommended C contact Ofcom to request it contacts BT Wholesale in order to obtain clarification on which ISP the marker belongs to.

3.13

C signed up for T's broadband service and experienced delays with the initial set up. T put C's set up date back due to demand. Once C's service was set up C experienced half the speed on the service than was agreed but was charged from the date that the service was to be set up initially. C then telephoned T and notified it of a change of address which occurred the next day. T was unable to make the transfer and stated that C had only given 24 hours notice. C then again experienced delays but was billed for the service. C then said that T had advised to cancel and reset up the account to solve the problems. C then received bills that included two sets of termination fees. C tried to discuss the matter with T and have it resolved but without success and then debt

recovery agents became involved. T then agreed to clear the accounts of the fees and C was to pay any other amounts. C was still unable to use the service and it was cancelled although T was unsure whether C still wanted the service.

The Ombudsman considered that the service that C had received was very poor, there had been minimal broadband service at the initial address and delays were experienced with the set up. C moved and again experienced delays with the setting up of the service. It did not appear to have been working properly well into March 2005. The Ombudsman agreed with T that C had not given sufficient notice but she considered that the service should have only taken up to 28 days to transfer. Two sets of cancellation fees were applied incorrectly and T did not appear to have taken C's predicament seriously. As a consequence T was to clear any outstanding amount on the accounts and to ensure that C's credit rating had not been adversely affected by the incident. For the length of time taken to address the problems and the continuing delays and for recognition of the inconvenience and distress caused T was to make a goodwill payment direct to C.

3.14

C migrated Broadband from T to another ISP. C then received a reminder for payment four months later from T. C disputed this as C had migrated to another provider. T maintained that C had not migrated the service and that C was liable to pay the outstanding balance.

The Ombudsman said that as neither party had provided evidence to substantiate their claim then T should refund C with 50% of the outstanding balance.

3.15

C called T about broadband but was informed she could not yet have it with T. C then cancelled all services and changed to another service provider for telephone and Broadband. C then noticed that T were taking money from C's bank account by direct debit but had not received any bills. C contacted T and sent letters to dispute the charges, which were for T's broadband service.

T says that it did provide the broadband service to C. T said it had not received a cancellation letter and so the charges were correct.

The Ombudsman said that it was impossible for two Service Providers to provide broadband on the same line at the same time. The ombudsman requested that C send the Ombudsman documented confirmation of when the Broadband started with the other service provider. If this could be provided then it would show that T could not have provided the service and should therefore refund all monies taken from C's bank account.

3.16

C subscribed to T's broadband service but was dissatisfied that the service did not come with a web browser. T stated that it did not supply one and it did not advertise this service. C requested to cancel their contract but they had already entered into a minimum term contract. C experienced a poor level of service from T. C made a payment to T but T did not have a record of it.

T's literature on its broadband service did not state that it provided a browser service which suggested that the service would not be included. As T had provided C with a reasonable working service, and as C did not cancel the service prior to the start date, the Ombudsman could see no reason why they should not be held to the Terms and Conditions of their contract. However, the Ombudsman believed that a shortfall in customer service had occurred in this instance and it seemed C's payment had gone missing. The Ombudsman required T to investigate C's missing payment. A nominal goodwill gesture was awarded for the shortfall that had occurred and T was required to write a letter of apology.

5.0 Cancellation

5.1

C cancelled contract within cooling off period. Despite doing this C received bills from T. C contacted T on numerous occasions but continued to receive bills. T also recorded an adverse credit rating against C's name. T offered a goodwill payment but this was declined by C. The Ombudsman was satisfied that the account had now been closed; billing had been stopped; debt collection activity had ceased and C's credit rating had been amended. Nevertheless the Ombudsman felt that C has received poor customer service levels from T as it failed to deal with C's complaint within a suitable timeframe and as a result this caused a negative default being applied incorrectly to C's name. The Ombudsman required T to provide C an apology for poor customer service levels and provide C an increased goodwill payment via cheque for the inconvenience caused.

5.2

C cancelled the telephone service with T but kept internet access. T continued to bill for telephone services and C contacted T to complain. C had to pay to prevent the internet service being disconnected and claimed a refund. T promised to send a refund cheque but this failed to arrive. T also promised to provide a goodwill credit but C did not receive it. C wrote to complain and T promised to send the cheque but failed to do so.

On referral to Otelo T investigated and said that it had promised the refund in error as a direct debit payment had been returned. However T had failed to advise C of this despite further complaints. T had applied the credit to C's account but this showed with VAT deducted and C had not realised that this was the credit.

The Ombudsman required T to honour its promised refund, and required a further credit to compensate for the poor customer service.

5.3

C contacted T to cancel service the day after house move and was informed of thirty day written notice. C said that she had contacted T previously and not been informed of this. C sent a letter as requested but said she received no response. C said that she called T many times and was advised that the service would be cancelled and she would receive a refund of rental already paid. C says that this has not happened.

T said it had no record of C contacting it until the day after C had moved property. T placed an order to cease service but did not confirm this with C or refund the charges.

The Ombudsman said that C had suffered a shortfall in Customer Services. T had to send a letter of apology and refund all rental charged since the date of the property move. T to also award C with a nominal goodwill payment.

5.4

C signed up for T's TV, telephone and broadband services, yet the TV service never worked. C complained to T and was advised it would be resolved within a few days. This never happened and C continued the complaint. C then stated C's intention to cancel the contract but was met with phone calls from T demanding payment. C complained in writing yet T did not respond, although T did make C a verbal offer. There was a clear lack of evidence from both parties in this case so the Ombudsman based her decision on the balance of probability. The Ombudsman required T to credit C's account with three months telephone service, close C's TV account and waive any charges related to it, and also confirm in writing that C's credit rating had not been affected. The Ombudsman could see no reason why C should continue with T's a services that were affected.

5.5

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5.6

T approached C with an offer to switch C's telephone service. C said that T informed C that the previous provider would not charge C, and that C was not be obliged to stay with T for any period of time. C therefore agreed. However, C then received a bill from C's previous provider which included an early termination charge. C stated that T informed C that there was a problem transferring the line, and that therefore C could remain with the previous provider. C agreed to do this. However, T subsequently charged C an early termination charge. T failed to perform any investigation into C's assertion that C had been given misinformation by T at the point of sale, or that there was a problem transferring the line. T merely maintained that the early termination charge was correct.

The Ombudsman considered T should not expect payment of the early termination charge from C if the contract had been misrepresented or T could not provide the services as agreed. As T had not investigated either claim, T was required to cancel the account without penalty, and to make C a goodwill payment in respect of some customer service problems identified.

5.7

C request new services from a transfer to T under a special offer. The conditions of the offer were not made available to C who requested early termination. This was not complied with by T which continued billing.

The Ombudsman required T to make a goodwill gesture and an apology.

5.8

C cancelled service in writing but T disputed this and stated it received cancellation four months later. The Ombudsman required T to cancel C's account and clear the outstanding balance on the account as a goodwill gesture. The Ombudsman also required T to provide C assurance that no adverse information had been recorded against C's name and if any had it had now been removed or amended

5.9

C requested services from T but within the cool off period decided to cancel the new arrangement. T continued to send bills to C and did not acknowledge any communication after the account was set up.

The Ombudsman required to T allow C to cancel the account with no financial penalty and assist where practical in the transfer to a new service provider. C is liable for the costs of calls made whilst registered with T.

5.10

C was contacted by T and offered its services. C was under the impression T was a different SP and agreed to a five year contract with it as C was unhappy with C's current SP. When C received the paperwork through C contacted T to complain. T advised C that if C cancelled a termination fee would apply. C complained to T but T maintained its position and then C wrote to T who replied supplying a copy of the verbal agreement. When the matter came to the Ombudsman, T supplied her with a recording of the sales call. The Ombudsman was satisfied that T had clearly outlined all aspects of C's issues in the recording and could find no evidence to suggest that T had is-sold C its agreement. The Ombudsman required no further action from T.

5.11

C says C sent T a request to cancel services. T had no record of receiving this request. C called T a few months later. T cancelled the contract, but informed C that C was liable for charges up until the date of cancellation. C complained.

C submitted no evidence to show that C had sent T a request for cancellation as C stated. Therefore, the Ombudsman concluded that T was entitled to charge C up until the date that it was cancelled. No further action was required.

5.12

C requested a disconnection of services and provided T with the required period of notice. T failed to action the request and continued to charge C. C queried this and T said that the failure had been caused by an administrative error and. T refunded the telephone charges to C but continued to charge for Broadband services. T eventually refunded the charges following numerous contacts by C however payment was sent to C's old address on two separate occasions although details of the new address were provided.

The Ombudsman found that as the result of an administrative error T charged C incorrectly, and subsequent actions by T amounted to poor customer service. On this basis T was required to provide C with a goodwill payment for the inconvenience it has caused.

5.13

C subscribed to T's Carrier Pre-Select Service. C later cancelled the service. T failed to carry out the cancellation on time. Eventually T closed the account. However, C continued to be charged for the service C was no longer receiving. T admitted it had made several mistakes with the account.

The Ombudsman required T to apologise to C, to confirm that the account was now closed with no amount outstanding and to make a goodwill payment to C to recognise the inconvenience C had suffered.

5.14

C tried to cancel one of the services T provided. However, T failed to do so, and C was charged for the service. C contacted T. T informed C that C could not cancel the service without cancelling all the other services T provided. C asked for this in writing. T agreed. However, C did not receive this. C contacted T, and was given conflicting information over a period of six months.

The Ombudsman concluded C was unable to just cancel one service. However, T had clearly provided a poor level of customer service when C contacted T, and therefore was required to make a goodwill credit to C's account.

6.0 Carrier Pre-Select

6.1

C received a call from T and agreed to transfer to T when C's current contract expired. However, C received a letter from T in which it stated that the service was to be transferred immediately. C called T to cancel this but then C received bills from T. T had also taken payments for the service from C's bank. C asked T to sort the matter and to reimburse C for the payments. C indicated that C was already paying another provider for the services. Despite C's calls and letters of complaint T did not provide C with the refund.

On the basis of the evidence, it appears that C's service had in fact been transferred to T and that the service had remained with T as no other transfer requests were made. It was not clear whether C had understood this. Though T had offered C a refund, T had only provided C with a credit note and not a refund cheque. It was clear that C's service was transferred to without C's knowledge much earlier than agreed. Though C had not indicated that C has been penalized because of this, the Ombudsman considered it appropriate for T to reimburse C in full to upon proof of payment of any early termination charges billed by C's previous supplier. The Ombudsman was of the opinion that C's payments should be returned to by cheque.

The Ombudsman required T to provide C with a full apology for its handling of the account and to send C a cheque for the payments taken from C's account. The Ombudsman required T to liaise with C over the transfer or otherwise of the service and to waive all charges billed to the account until C indicated C's requirements. The Ombudsman further required T to write to C to offer to reimburse any early termination charges C had incurred as a result of the transfer upon proof of C's payment of such.

6.2

C's Carrier Pre-Select service was changed to T without C's knowledge. C did not agree to service with T. C contacted T and disputed this but did not receive a response within fourteen days. C sent emails to T and received a response. C was not happy with this response and so T sent a deadlock letter.

T said that a recording of the sales call could not be found and so offered to refund all calls and offered a nominal goodwill payment. C was not happy with this as C wanted more recompense.

The Ombudsman said that C had suffered poor customer service from T but that the offer made by T was fair. T to send a letter of apology and confirmation of what call charges have been refunded. T to send C a cheque for a nominal goodwill payment.

8.0 Customer Service

8.1

C contacted T to disconnect a number while C moved premises. C wanted to retain the number as it had been a business number for years. However, the number was transferred to another business and C complained to T.

The Ombudsman concluded that T had acted in good faith and the dispute was between C and the other party. The Ombudsman did require T to make a small goodwill gesture for the delay in responding to C's complaint.

8.2

C took out a mobile phone contract with T on the understanding that texts could be sent to a relative abroad. C had reviewed the information on T's website and had asked the retailer to confirm that C could send texts to the relative. C then sent a text, which was received by the relative. However, C later found that further texts had not been received. C called T but claimed that T provided conflicting advice. C then emailed T and wrote a letter requesting a refund of the text charges.

From the evidence, it appeared that T had not received C's correspondence. However there was no evidence to indicate that T has provided C with incorrect advice or that T's website was misleading. The Ombudsman noted that T had since advised C that the texts may not get through. However, C had continued to send texts, which T had charged for. The Ombudsman was unable to conclude on the advice provided to C from the retailer. Therefore, the Ombudsman asked T to credit C's account with the charges for the texts sent before T had confirmed that they might not get through, as a goodwill gesture. The Ombudsman welcomed T's offer of an apology for the frustration C felt had been caused and asked T to put this in writing to C.

8.3

C disputed mobile phone bill from T. C claimed that the account had been set up incorrectly in her name and completed a 'Cellular Service Standard Agreement' to change the name. T still demanded payment from C who then instructed a solicitor. The solicitor complained to Otelo about the lack of response from T to the letters and requested that the Ombudsman require T to respond.

The Ombudsman agreed that T had failed to reply to the solicitor and had referred the enquiry to the insurers without answering the issues relating to T. The Ombudsman therefore required T to respond and provide copies of the disputed bills and details of the contract to C's solicitor. The Ombudsman was not asked to make a decision on the actual complaint and had not been provided with sufficient details to make a decision but required T to cooperate with C's solicitor in seeking a resolution.

8.4

C requested termination of an account and was advised by T that no penalty fee would apply. T then applied a fee after C requested a PAC code. C disputed the charge but T explained that it was due to the transfer of the number prior to disconnection. However, T accepted that there had been some confusion and waived the fee. C failed to pay the remaining call charges. C complained that T did not respond to the letters of complaint but T provided evidence of its response. C also complained about the standard of customer service. T apologised for any shortfall experienced and advised that this matter would be addressed internally.

The Ombudsman was of the opinion that T had addressed the complaint appropriately. There was no evidence of a shortfall in customer service, although she accepted T's assurances that the matters raised would be addressed as training issues. T was not required to take any further action and the Ombudsman could see no reason why C should not pay the remaining balance on the account.

8.5

C renewed a contract on the basis that a specific handset would be supplied. Due to it being a new model supplies were low and there was a great delay in supplying the handset. C was still able to use the old handset. C wanted all charges from the renewal waived.

The Ombudsman provided a goodwill gesture but refused to waive the charges as use was possible with the service and use had been made of it.

8.6

C raised numerous complaints about T over a period of nine months regarding Direct Debits (DD), handset and customer service issues. C claimed that T never set up a DD causing C to incur bank charges yet T refunded the charges and maintained that C had never made a payment to it. T also replaced C's handset on four occasions and gave C many goodwill gestures to recompense any inconvenience C had been caused as a result of T. C claimed that later on in the dispute, after having set up another DD, C again incurred bank charges as a result of T requesting two payments. C faxed proof of this to T, but received no refund, despite T advising it would do so. The Ombudsman found that in this case C had continuously complained to T about several issues over a period of more than nine months. The Ombudsman thought it appropriate for T to cancel C's contract without penalty and credit the account with an amount equivalent to the

bank charges C had incurred, if it had not already done so. C was to remain liable for any remaining balance.

8.7

C entered into a contract with T understanding it to be with C's current provider. C later attempted to cancel the contract when it became apparent that the contract was with a new provider. T advised that C had accepted the terms and conditions of the contract, which included an early termination fee (ETF) if it was cancelled prior to the end of the twelve month term. C refused to accept that the terms had been agreed and maintained that the contract had been mis-sold.

The Ombudsman was provided with a copy of the contract recording and she noted that C had in fact agreed to the terms and conditions of a twelve month contract and there was no evidence to suggest that T had claimed to be another provider. The Ombudsman required no further action and could see no reason why T should not seek payment of the ETF.

8.8

C agreed to a twelve-month contract with T but informed T that the address would change during the contract period. T advised that the account could be transferred; incurring a reconnection fee, but no other charges would apply. T also advised that the account would be put on hold during the moving process. On moving property, C was charged the reconnection fee but also the full monthly charges and was advised that a new twelve-month agreement was required. C later requested to transfer the account to a partner's name and was told by T that this would be done. C left the country but found that the charges had been applied to the account, which was still in C's name.

The Ombudsman was of the opinion that T had acted appropriately regarding the transfer of the account to C's partner, although she felt that T had provided misleading information. The Ombudsman had not been provided with any contradictory information from T regarding the handling of the account during C's house move. The Ombudsman therefore required T to refund the charges for the period that C was between houses and maintain the original twelve-month agreement. T was also required to credit C's account with a goodwill payment equivalent to one month's charges and issue a letter of apology for its failure to advise C appropriately. However, the Ombudsman advised that the charges applied to C's account after C left the country were valid and T should seek to obtain payment of the balance after the credit had been applied. T was also required to offer C the opportunity to cancel the contract although any early termination fees would still apply.

8.9

C agreed to a twelve-month contract with T. T discontinued billing after three months and C did not query this with T. T resumed billing C for services after a break of six months and at this point C requested cancellation of the account. T advised that three

months' notice was required to cancel the service but C argued that the contract had only been for twelve months and should not be rolled over. T advised that C had been in breach of the contract for using another service provider during the six months between billing periods. C commented that T had been unhelpful in its advice and refused further payment on the account. T maintained the validity of the charges and applied a termination fee to the account due to C's transfer to another provider.

The Ombudsman was of the opinion that there had been some confusion regarding the provision of services for the six-month period mid-contract. She considered that C had probably used another provider, which would explain the lack of charges incurred during this time. She considered that C should have questioned the absence of invoices from T but the Ombudsman also believed that T should have questioned the lack of usage. The Ombudsman required T to waive 50% of the termination charge as a gesture of goodwill for failing to notify C of the breach of contract sooner than it did. However, she considered the remaining charges and termination fee to be valid and advised T that there was no reason why it should not pursue the outstanding balance.

8.10

C complained to T about the intermittent connection and slow speed of that connection. T investigated the matter but it became protracted and T failed to escalate the issue. C continued to complain but felt that the matter had not been resolved. C required T to ensure that the connection was always available and the speed always achieved the maximum possible.

The Ombudsman noted that T could not guarantee a speed or connection at all times. However, she was of the opinion that T should have escalated the matter. The Ombudsman accepted that T had arranged a priority investigation into the complaint. However, T was also required to provide the service free of charge for a period as a gesture of goodwill.

8.11

C agreed to T's services on the understanding that the charges would be cheaper than the current service provider. C later found that the bills had doubled but maintained that the call pattern had not changed. C refused to pay the bill and requested cancellation of the account. T advised that the contract was for a minimum term and a termination charge would apply. The account was suspended due to non-payment. C continued to refuse to pay the bill. T attempted to maintain contact with C on order to resolve the issue but was unsuccessful. C closed the business to avoid paying the termination charge. T requested confirmation of this but C failed to provide the details. T continued to apply charges to the account for the line services.

The Ombudsman was of the opinion that T had acted reasonably throughout the dispute and agreed that the charges were valid. C was required to provide T with confirmation of the closure of the business and on receipt; T was required to backdate the line service charges to the date of closure. T was then required to provide a closing balance for the account and confirm that the account had been closed. C was required to pay the

outstanding balance but was advised to agree a payment plan with T to clear the balance. All call charges were to be paid by C.

8.12

C reported a line fault and was provided with a date for repair. On the given date, T contacted C and the repair was carried out at the local exchange. C was unhappy that the service had been unavailable for a period of two weeks when the repair seemed to be so easy to carry out. C also advised that charges had been incurred using mobile phones whilst the line was out of service. The charges were not directly related to the fault and the Ombudsman noted that the charges may well have been incurred regardless and simply billed differently. C complained to T but did not receive a timely response to the letters. T later offered C the maximum compensation available under its guarantee scheme but C rejected this. T also offered a fair goodwill payment but again C rejected the offer.

The Ombudsman was of the opinion that T had provided a less than satisfactory standard of customer service in respect of the response to C's letters. However she noted that the repair was carried out on the date advised and the compensation for loss of service had been offered. The Ombudsman also noted that a fair sum had been offered as a goodwill gesture. The Ombudsman required T to reiterate its offer and she advised C to reconsider. T was also required to provide the option to C of rejecting the compensation in favour of a claim for actual financial loss.

8.13

C lost a mobile and reported it to T. A replacement was issued but the number was cut off after three weeks. T was of the opinion that the insurance company should have advised C of the need to contact it to arrange a number swap. C was not given this information, resulting the disconnection of the service. C claimed to have contacted T on numerous occasions without response. T maintained that it responded to the two letters received and communicated by phone. T did acknowledge that it had not addressed the complaint satisfactorily. T continued to bill C for the service that C was unable to use.

The Ombudsman was pleased to note that T offered to resolve the complaint and accepted the offer as fair. T was required to issue a written apology and clear the account of any outstanding balance. T was also required to waive the early termination fee and refund the payments made since the loss of service.

8.14

C experienced a problem with the phone and was without a service for two weeks before T repaired the fault. C experienced a further two days without service. T was unable to identify the fault but replaced the ISDN box that C had specifically requested to be left. T charged C for the new box. C disputed the charges and T waived the fee. T issued

reminders for the fee but eventually waived the full amount after C complained. C requested that T update its records with a name change and also a change of monthly payment. The payment request was acknowledged in writing but T did not make the change. T continued to charge C the usual monthly payment. C requested details of the compensation scheme available for delayed repairs on three occasions. T failed to respond to this request. T issued four credits to C's account although it was unclear what two of these were for.

The Ombudsman was of the opinion that T had failed to act on C's requests and also failed to provide information requested. T had therefore provided a poor level of customer service in this instance. T had already changed the monthly payment for C but the Ombudsman required T to issue details of its compensation scheme or actual financial loss claim. T was also required to issue a written apology to C for failing to provide the information earlier and for failing to update its records on request.

8.15

C requested a call bar service from T to prevent rogue dialler charges. C experienced a less than satisfactory standard of service and was subjected to lengthy periods on hold and misinformation regarding the service from T's staff. C spent several hours on the phone to T during the course of one day before the service was provided. C wrote to T but did not receive a response. C later noted that a credit had been applied to the account but had not received any explanation for this from T.

The Ombudsman was of the opinion that C had experienced an extremely poor standard of customer service from T when trying to take the responsible approach regarding rogue diallers. Whilst the Ombudsman was of the opinion that the sum of the credit was fair, she was disappointed that T had not notified C of its reasons for the credit or apologised for the poor service. T was required to confirm the call bar to C and issue a full written apology for its failure to provide a satisfactory standard of service. T was also advised to review its in-house procedures and provide the necessary training to all relevant staff regarding call barring services.

8.16

C advised T to ignore a transfer of provider request on three occasions. T disconnected C following a request from another provider, despite C's advice. C requested reconnection but was placed on the wrong package. C sent several letters to T requesting an explanation and detailing the complaint. T failed to respond to any of the letters. T charged C a reconnection fee and made billing errors. The errors were corrected but C was not advised of the reason behind the amendments.

The Ombudsman was disappointed by the poor customer service provided by T. T was required to issue a letter of apology and apply a credit to the account equivalent to the reconnection fee. T was also required to amend the bills and ensure all charges were correct. T was required to provide a written explanation of the amendments for C and issue a small goodwill payment for the inconvenience caused.

8.17

C declined an offer from T to switch to its services but requested information. T changed the service over without permission from C. C requested to cancel the account and this was actioned after three requests. C received bills from T but refused payment. C issued several written complaints to T but did not receive a response. C incurred charges for reconnecting to the original service provider. T issued numerous reminders for the outstanding balance but C continued to refuse payment.

The Ombudsman was of the opinion that C had received an extremely poor standard of service from T and, in fact, a service that C did not request. The Ombudsman also noted that T failed to offer any customer service during the short period that C was a customer. The Ombudsman required T to clear the outstanding balance from the account and issue a written apology to C. C was required to provide evidence of the reconnection charges to the original provider and T was required to issue a cheque payment equivalent to this amount, with an additional small sum as a gesture of goodwill.

8.18

C requested the cancellation of two phone lines but T failed to act on this request and charged for services that C disputed. T also charged C for line rental and a modem issued as part of a free trial. C complained to T in writing but did not receive a response. C noted charges for calls that were disputed as the line was only used for computer access. C paid only the charges believed to be correct. T advised that there was an outstanding balance.

The Ombudsman was of the opinion that C had received a poor standard of customer service from T and also that T had failed to act on C's request. T was required to issue a written apology and to clear the balance from the account. T was also required to ensure that the lines were disconnected and to issue a goodwill payment to C to cover the cost of calls to T's customer service.

8.19

C requested a service from T but the service was not provided. T charged for several months for that service but eventually cancelled the account and refunded the charges. C complained that additional services had been lost for a short period. T applied a credit for the full period of loss. C claimed that several letters had been sent to T but without response. C was only able to provide evidence of one letter sent and T had replied to that letter.

The Ombudsman was of the opinion that T had addressed all issues raised in full and she did not require any further action of T.

11.0 Disconnection

11.1

C moved house and wasn't able to resume T's services at new home. A cancellation was processed by T. A few months later C noticed money taken by T from its account. The DD facility was cancelled by C. C contacted T on five occasions via letter and made several calls to T in relation to seeking a refund. T stated that it didn't receive any calls or letters from C. However, T admitted that C was due a refund on the account as the money had been taken in error after account cancellation. The Ombudsman found that C had provided her five copies of the letters that C claimed to have sent T at three different offices. According to T it never received any of these letters. However, T did admit that it took payment from C's account in error. On the balance of probabilities the Ombudsman was of the opinion that C may have made contact with T in relation to the refund as this was normally expected from a customer where money was owed to them by any company. The Ombudsman welcomed that T had taken steps to arrange this refund, but was also required to provide C a goodwill gesture for the inconvenience caused as a result of the matter.

11.2

C cancelled the service with T, as C had agreed to a service from another supplier. However, C still received bills from T. However, T did not receive a transfer request until three months later and therefore C had been billed for the services used. C had assumed that the transfer had taken place and complained to T about the bills received. As there was an outstanding bill on the account when the request was finally received, T rejected the transfer, which led to further confusion for C.

The Ombudsman suggested that C refer the matter to the other service provider due to the delay. T had provided a credit which the Ombudsman considered reasonable and T had agreed to transfer the service to the other provider. Once C had paid the final bill, T was required to confirm that C's account had been cleared and closed.

11.3

C contacted T to transfer the account into C's partner's name as C was moving out. The necessary forms were completed, but either T did not receive them or C's partner did not post them. The account remained in C's name, even though C's partner opened another account at the same address. T maintained that C was liable, but C remained dissatisfied and complained. The Ombudsman concluded that T should take the date that C's partner opened another account, as C's cancellation date. T was required to adjust the account and inform C in writing. Once C had cleared any remaining balance, T was required to write to C to clear and close the account.

11.4

C was cold called by T and agreed that T could provide C with telephone services. T sent C written confirmation of the order but as soon as C received it C sent a letter cancelling the service contract.

Whilst T accepted the cancellation T continued to take over C's services which C learned about from her existing provider.

T eventually sent C a letter confirming that C's account had been closed and a zero balance appeared on it. However, C received further billing the following month.

The Ombudsman concluded that a letter T sent to C effectively resolved the dispute between the parties over the contract. However, the further billing C received compounded the issue and C could not be satisfied that the account had been closed. The Ombudsman commented that administrative errors do occasionally occur and that she felt that this is what may have happened in this case.

The Ombudsman decided that T should send C a letter confirming that the information T had previously provided was correct and that the charges on the later billing had been withdrawn.

The Ombudsman also concluded that whilst there were customer service issues T's letter contained an apology and the Ombudsman was of the opinion that this was sufficient in the circumstances.

12.0 Disputed Charges

12.1

C contacted T to cancel the mobile contract. Instead T kept sending C bills every month despite the cancellation. C contacted T on numerous occasions to resolve the issue. Despite T promising to resolve the issue it kept sending bills to C asking for payment. The Ombudsman was disappointed and concerned that T hadn't provided her details in relation to C's account. However, on the balance of probabilities the Ombudsman was of the opinion that C had contacted T on a number of occasions to query the bills. The Ombudsman required T to clear the outstanding balance on C's account, provide C an apology for the poor customer service levels and a goodwill payment. The Ombudsman also required T to provide C assurance that no adverse information had been recorded against C's name and that if any had it had now been removed.

12.2

C says that upon receiving billing from T, it was discovered that C was being incorrectly charged. T refuted this and advised that after C transferred tariffs; a specific service was removed that resulted in charges being incurred. C says that attempts were made to

resolve the issue and sent T letters of complaint that were not responded to and also promised call backs were not received. T stated that it did not respond to C's letter of complaint as the request had already been actioned. The Ombudsman concluded that she could find no wrong doing by T in respect to the incorrect billing and that there had more than likely been confusion when the tariff was changed. She was satisfied however, that C's letters of complaint were not responded to and this constituted a shortfall in customer service on the part of T. Therefore, T was required to offer C a goodwill gesture payment for the lack of response to the complaint letters along with a letter of apology. C was however, accountable for the outstanding balance on the account.

12.3

C says that after viewing a advertisement from T for free Directory Enquiry calls, she continued to what C believed to be a free service. C says that soon after billing was received from the main service provider. C maintains that the advertisement was misleading. T refuted that the advertisement was misleading and refused to refund the disputed charges. The Ombudsman concluded that C had received a shortfall in service from T. She noted that whilst the advertisement is clear about the free service offered, and that these free calls apply to customers calling from a registered landline or mobile using T's access method, it did not show clearly the specifics of the required method to use the free service could have been better displayed. T was to refund the disputed call charges to C from the date of her connection to CPS service along with a goodwill gesture payment for the poor experiences to date. The Ombudsman recommended that T review this specific advertisement as a matter of urgency and clearly set out the specifics of actually how to use and access the free service offered. The Ombudsman believed that this will hopefully ensure that no similar occurrences of this nature in the future for its customers.

12.4

C had several billing queries on their account but T only addressed some of the issues. 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. T was required to address the outstanding issues and make a nominal goodwill payment.

12.5

C disputed call charges on the account and T investigated. T stated they related to internet connections that would not have been included within C's monthly allowance. C continued to dispute the charges and incurred a late payment fee as no payment was made. C experienced a poor level of customer service.

The Ombudsman considered that the disputed call charges had been raised correctly. The calls appeared to have been made inadvertently whilst accessing the internet and

would not have been included within C's monthly allowance. The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. The Ombudsman required T to refund the late payment fee as a gesture of goodwill. T was required to make a nominal goodwill gesture for the shortfall that had occurred and C remained responsible for the outstanding account balance.

12.6

C requested a credit limit at the point of sale and this was set up for C. C discovered that their bill had gone over the credit limit and complained to T. T stated that there was a delay in it receiving billing information and that the service was not guaranteed it was only a guideline. C disputed the outstanding balance and maintained they had been given incorrect information from T. C requested to cancel their account and T stated they were still within contract and would have to pay a penalty fee. C experienced a poor level of customer service.

The Ombudsman was satisfied with T's explanation of the credit limit. The Ombudsman was concerned with the information that C had been and considered a considerable shortfall in customer service had occurred in this instance. T was required to cancel C's contract without penalty and write a letter of apology.

12.7

C complained to T about invoices of increasing amounts being received relating to an account which had been transferred to an ex-employee some time previously. C highlighted that many calls, letters and emails had been sent and T already had the information relating to the transferral. However, C stated that further evidence relating to the transfer was in C's possession. T failed to provide a case file, but had been in touch with the Ombudsman disputing whether or not this was in the Ombudsman's Terms of Reference.

The Ombudsman confirmed C was only a small company and believed this may be the main problem in this case. T's records showed C was part of a main Government Department and she required T to ensure these were updated. She also felt the information provided highlighted C had received poor customer service. The Ombudsman required T to ensure the account was terminated from the transfer date with a recalculated final invoice to be provided, but only after clear confirmation had been received about the ownership transferral. She required to provide C with a goodwill gesture and a letter of apology.

12.8

C complained that T was not responding to correspondence sent in relation to the tariff being charged and that the tariffs were higher than those charged by a major supplier which it had claimed to undercut. It was also claimed that T had applied duplicate charges for calls made at the same time.

The Ombudsman held that the pricing issue was a commercial matter and therefore could not be considered and that if the complaint in this regard related to false advertising then nothing had been produced to substantiate this. In relation to the duplicate charging issue it was again held that no proof had been produced in this regard either. When dealing with the correspondence issue it was held that T had produced evidence to show that responses had been sent and that no conclusive proof had been produced by either party and therefore in the interests of resolving this matter T was required to send a copy of all correspondence along with tariff information. This was to be sent via recorded delivery to ensure that its delivery could be proved later.

12.9

C subscribed to T's telephone service. T offered an additional service which offered to discount calls to certain numbers nominated by C. C noticed that not every number C nominated was being discounted. T explained that it would not discount calls that incurred the minimum call charge. C complained that T had not included this information in the marketing material C had received. T stated that this was included in the Terms and Conditions.

The Ombudsman accepted T's assertion that the Terms and Conditions did state that there was a minimum call charge. However, she also agreed with C that the marketing material seemed to indicate that all nominated numbers would be discounted, and no exclusion was made for minimum charge calls. Therefore, the marketing material was adjudged to be potentially misleading. However, C stated that the difference between the total discount C expected to receive from T, and the discount received was nominal. Therefore, no further action was required. T was recommended to consider changing its marketing material to make the charges clearer.

12.10

C contacted T to query an unusually large bill, which included calls to premium rate numbers that neither C nor C's family recognised. T advised C that the numbers could have been downloaded onto C's pc without C's knowledge and advised C to contact ICSTIS. C did so and discovered that all the numbers were under investigation. C felt that C should not have to pay the bill as the premium rate services had been fraudulently downloaded onto C's pc and that T should have protected C from this activity. C had offered to pay T but T had not responded, instead sending C's account to a debt collection agency. The Ombudsman found that the calls had been made from C's equipment and that it was not reasonable to expect T to have detected the unusual activity in such a short space of time. She therefore required T to recall C's account from the debt collectors and to make a suitable payment arrangement with C. She also required T to make a goodwill payment to C to reflect the poor level of customer service that C had received. She advised C to continue with C's complaint via ICSTIS.

12.11

C subscribed to broadband and landline services from T in a bundle package. C cancelled the landline account and incurred higher charges for broadband. T stated that as part of the bundle had been cancelled the full package price for the remaining service was applicable. C then stated they had also requested for the broadband service to be cancelled. T stated this was done after the service had been activated and C would have become bound by the terms of the contract. C experienced a poor level of customer service. T offered to waive the early termination fee on the condition that C paid the outstanding account balance.

The Ombudsman was satisfied that C did not make a cancellation request for the broadband service until that service had been activated. The Ombudsman welcomed T's offer to waive the early termination fee on condition that C paid the outstanding account balance. The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. T was required to fulfil its offer on condition that C paid the account balance.

12.12

C incurred charges from T but did not know what they related to and was unaware they had an account with T. T failed to respond to C's complaint despite C making several contacts with T. C experienced a poor level of customer service.

The Ombudsman was unable to establish what services C had been paying for. The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. T was required to conduct an investigation into the account charges. A nominal goodwill gesture was awarded for the shortfall that had occurred and T was required to write a letter of apology.

12.13

C discovered that T was taking payments from their bank account but was unsure what the payments were for. T stated that C had subscribed to its internet and phone service. C disputed the payments. C experienced a poor level of customer service.

The Ombudsman considered that it was likely that C may have been mis-sold T's service. The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. T was required to conduct an investigation into C's account to see if they had used or accessed its services. If C had not accessed T's service they were to receive a full refund of the payments they had made. T was required to write a letter of apology and make a nominal goodwill payment for the shortfall that had occurred.

12.14

C's line rental was transferred to T without their permission. T said this was done in error. C believed that T was charging them for line rental but T stated this was not the case and the account charges related to broadband and telephone calls. C continued to dispute the charges. T applied a goodwill credit to C's account and made a further nominal goodwill offer. C experienced a poor level of customer service.

The Ombudsman was satisfied that C had not incurred line rental charges on their account. The Ombudsman was of the opinion that a shortfall in customer service seemed to have occurred in this instance. T was required to fulfil its goodwill offer and an additional nominal goodwill gesture was awarded due to the shortfall that had occurred. T was required to write a letter of apology.

12.15

C received a notice of intent from T and contacted it as C had not received any bills from T for the past several months. T advised it would send out these bills again, and some were sent, which C duly paid. C complained in writing twice before a response was received, yet T's response was not satisfactory to C. C complained for a third time in writing as C was of the opinion that C should not have to pay for administration charges for late payment when C had not received any bills. T responded again but resolution was not reached. T did not provide the Ombudsman with any evidence or information regarding this dispute and therefore the decision was based on the balance of probability. C had stated that C had no intention not to pay any monies C owed for services used; it was the administration charges that were in dispute. The Ombudsman required T to issue C a final itemised bill for any services used that had not been paid for, and required any administration charges to be waived.

12.16

T sent a statement to C's address in another name. C is not a customer of T, and has lived alone at the address for 10 years. This looked like a fraudulent account. C complained over making several phone calls, but still received repeated bills and payment demands, and then C received debt collecting letter. C realised the account was not in C's name, but was worried about credit issues. C then sent a letter of complaint to T, but this failed to get a quick response. T passed the issue over to its Fraud and Security Department, and it issued a disclaimer form to C, asking C to send proof of identity. C refused this request, and T offered to meet the costs incurred by C, up to a limit of £10.

The Ombudsman was concerned that this had continued for so long, believing unacceptable delays had occurred. She thought T should have ensured that all bills, demand letters, and debt collecting letters continued to be sent to the address, once it became aware that a fraud may have occurred. She recommended that C complete the form. The Ombudsman required T to send an apology letter to send a letter of apology, a goodwill gesture to take into account the poor customer service the distress and delayed actions. The Ombudsman also required T to make a further goodwill gesture to C for the

costs of the calls and any other costs involved with sending proof of identity. She also required T to contact the credit agencies over the fraud.

12.17

C complained to T after one year of receiving a mobile contract. This was because the bills started to include line rental when C claimed the agreement was for the cost of calls only. T explained that this was a one year introductory offer, and after this period was completed, T started to apply normal line rental. T could not establish what was discussed at the point of sale and decided to cancel all line rental. However, C withheld all further payments and this led to late payment charges being incurred and disconnection of the service.

The Ombudsman considered T's decision to waive the line rental was fair from the information provided; she also concluded there was evidence of poor customer service. She required T to send a letter of apology, and this was to include confirmation that the outstanding balance had been cancelled as a gesture of goodwill and in consideration of the poor customer service. The Ombudsman also required T to make a further cheque payment as a goodwill gesture in consideration of any costs incurred by C.

12.18

C paid her telephone bill at the Post Office and T did not credit her December payment. C sent proof of payment, which was received by T in January. T did not credit C's account with the payment. This led to her service being limited, and referral to debt collection agencies. C sent further copies of her payments and T restored her telephone service but still did not credit the December payment and continued with debt collection procedures despite phone calls, faxes and letters.

On referring the complaint to Otelo, T agreed to credit the missing payment and offered a goodwill gesture. The Ombudsman required T to credit the missing payment and to provide a refund as a goodwill gesture for the distress and inconvenience it had caused. T was also required to send a written apology and confirmation that the account balance was up to date and no adverse credit rating had been applied.

12.19

C queried monthly payments to T. C claimed that T had never provided a service. T continued to charge for the service and failed to respond to C's complaint. C chased the matter with T after receiving debt collection letters. At that point, T explained that C had registered for a trial period and failed to cancel once the free trial period was over. Therefore T had continued to charge in accordance with the terms and conditions. T also provided confirmation that C had sued the service, albeit briefly, during the trial period. However, as a gesture of goodwill, T wrote off the remaining balance on the account.

The Ombudsman was of the opinion that there had been a shortfall in service from T in respect of the lack of response to C's query. However, she accepted that the account had been registered and used and that the charges paid by C were valid. The Ombudsman was satisfied that T had written off the balance as a gesture of goodwill and in view of this no further credits were required for the shortfall in service. T was required to issue a letter of apology, which confirmed that the account had been closed with a zero balance.

12.20

C complained that T had billed for calls that could not have been made. T responded saying the numbers dialled were regularly used number including call to premium rate services. Due to the very little detail provided the Ombudsman did not require T to take any further steps.

12.21

C was receiving an Internet dial-up service from T. T then provided a Broadband service and continued to deduct charges by direct debit from C. Some years later C checked direct debits and realised that charges were being made for the dial-up service C presumed had been cancelled. In addition to complaining about inappropriate charges C complained that letters of complaint sent to T had been ignored.

T said that C had not cancelled the service and at one point had even changed direct debit account details to facilitate the collection of charges. T said that they had already offered C a small gesture of goodwill in response to C's complaint. In respect of the complaint C made to T, T said that they had dealt with C's letters appropriately.

The Ombudsman concluded that C whilst C may not have wished to continue with dial – up services when T provided further services, C had not cancelled the dial-up service and had provided T with a change of account details for direct debit payments. Any mistake had been made by C. The Ombudsman also concluded that C's complaints had properly been dealt with.

12.22

The Ombudsman concluded T failed to provide an adequate level of customer service to C. C's internet package had been changed from a tariff to Pay As You Go without their consent or knowledge. C made a request to upgrade to BB however this was not fulfilled for a further 3 months. The Ombudsman acknowledges it is the end user's responsibility to check the settings that dial-up connection is made to however, there seems to be insufficient evidence to prove that the settings were changed by C. The Ombudsman considers whilst there is an onus of responsibility on C she considers T should bear larger proportion of ensuring C is provided with the correct numbers. On this basis she requires T to credit C's account

The Ombudsman noted C claims not to have received the refund T promised for their package. The Ombudsman requires T to ensure this amount is credited as promised to the account.

C sent a payment to T that was cashed yet has not been credited to the account. The Ombudsman considers this to be poor administration and requires T to investigate if the payment was credited to the account as payment received and do so accordingly.

12.23

The Ombudsman concludes T correctly charged C for calls made to her voicemail. Whilst the Ombudsman acknowledges C generated the calls inadvertently she finds T correctly maintained the charges.

In light of the customer service issues raised on this case, and that T did not advise C of how to remove the call divert from the handset, the Ombudsman requires T to make a goodwill payment and to advise C of how to remove the divert to the voice mail.

12.24

Due to an error with T's system C incurred excess charges on the account. Following numerous contacts with T it failed to fully resolve the problem. T applied a goodwill credit without explaining fully the overcharges.

The Ombudsman was concerned that T had failed to provide her office a copy of case-file details relating to C's account despite the two requests being made. Without the case-file the Ombudsman felt that she was unable to fully determine the level of customer service delivered to C by T. However, on the balance of evidence available it appeared that C had received poor customer service levels from T. The Ombudsman required T to provide C an apology for delivering her poor customer service levels, provide C a goodwill payment for all the inconvenience caused to C as a result of incorrect billing; provide C with a detailed breakdown from of the excess charges applied to the account and ensure C was refunded the excess charges applied to the account and provide C details of whether the error had been rectified or not.

12.25

C received inflated billing from T which was due to a system failure T encountered. C asked T to amend the billing and send correct billing. Further billing sent by T to C, over four months, continued to be highly inflated. C complained to T on many occasions both over the telephone and in writing but this did not abate the problem. C did not make any payments and as a result C's television service was suspended. T eventually provided correct billing but C did not pay.

T accepted that C had been sent incorrect inflated billing but claimed that the billing was now correct and C was liable for it. T had made a goodwill gesture to C but C had declined and wished Otelo to resolve the issues.

The Ombudsman concluded that whilst Automated Billing Services do fail from time to time, T had more than ample time to rectify the problem and present C with correct billing.

There had been further customer service failures due to T failing to respond to C's letters of complaint.

The Ombudsman concluded that in addition to the goodwill gesture T had made to C, T must remove charges from C's billing for services C could not receive due to suspension, present C with an amended and correct bill, send a letter of apology and in addition to the goodwill offer T had already made, make a further small goodwill gesture. The Ombudsman further concluded that C would be liable for outstanding charges on the amended bill.

12.26

C states that C had an initial issue with T which was presumed resolved in December 2004. However, in March 2005 C received correspondence from T relating to an outstanding balance on an account which C did not recognise. C contacted T and was informed this was a transitional arrangement and that this would be resolved. However in June a letter threatening court action was received and C contacted T to ask it to address the issue but to no avail. T says that there was an outstanding balance on the account from the old account which was not transferred to the new account. T accepts that it provided C with conflicting information which led to the customer to believe that everything had been resolved.

The Ombudsman is concerned that no one at T took the initiative to address the customer's issue which led legal proceedings being instigated. The Ombudsman found that this amounted to poor customer on part of the company.

T offered to retract the outstanding debt and also provide three months line credit, the Ombudsman found this fair and reasonable. It is also required to apologise to the customer in writing and confirm that any legal proceedings which had been issued are cancelled.

12.27

C complained to T after one year of receiving a mobile contract. This was because the bills started to include line rental when C claimed the agreement was for the cost of calls only. T explained that this was a one year introductory offer, and after this period was completed, T started to apply normal line rental. T could not establish what was discussed at the point of sale and decided to cancel all line rental. However, C withheld all further payments and this led to late payment charges being incurred and disconnection of the service.

The Ombudsman considered T's decision to waive the line rental was fair from the information provided; she also concluded there was evidence of poor customer service. She required T to send a letter of apology, and this was to include confirmation that the outstanding balance had been cancelled as a gesture of goodwill and in consideration of

the poor customer service. The Ombudsman also required T to make a further cheque payment as a goodwill gesture in consideration of any costs incurred by C.

12.28

C incurred call charges from a country that they did not visit when they were in a neighbouring country. C disputed the charges which T maintained. As the account remained unpaid T registered a default against C's credit file. C requested to cancel the account but there was a delay before T carried out this action. C experienced a poor level of customer service.

The Ombudsman was unable to establish if the disputed call charges raised on C's account were correct or if the credit defaults were incorrectly applied to their credit file. Although these issues remained inconclusive it appeared that a shortfall in customer service had occurred in this instance. The Ombudsman required T to conduct a thorough investigation into the disputed call charges. T was required to confirm the cancellation was backdated to when it was first requested. T was required to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

12.29

C noticed a small charge on the account to a premium rate service (PRS), which effectively doubled the usual call charges. C contacted T to request an investigation but had to contact it again to determine the outcome. T advised that the charges were due to a deliberate connection to a website and concluded that the charges were valid. C paid the account in full. The following month, C noticed that there was a fault on the line and contacted T again. T advised that it had restricted the line due to high unbilled charges. C disputed the charges and T offered a payment plan to clear the balance. T also advised C to contact ICSTIS and place a (PRS) call bar on the account. C claimed that the charges would have been avoided if T had offered the advice during the previous month when the charges were first disputed.

The Ombudsman was of the opinion that T had acted appropriately in its advice and restriction of the service but she also considered that this advice should have been provided during the previous month when C first queried PRS charges on the account. The Ombudsman required T to apply a credit to C's account, equivalent to the full amount of the disputed charges, as a gesture of goodwill for failing to provide the advice earlier.

12.30

C disputed charges on a bill from T advising that they were four times greater than the usual bills. T investigated the charges and identified that they were due to calls to a technical helpline and Internet connections. C claimed that the computer had been sent for repair and the charges could not have been valid. T investigated the charges further and identified that the calls had only been made during the period that C had use of the

computer. T maintained the validity of the charges. C complained that T acknowledged the return of its routing box but later claimed not to have received it.

The Ombudsman noted that the letter sent was a standard letter and simply requested the return of the box in those cases where it had not already been returned. The Ombudsman was of the opinion that T had not acted inappropriately in this matter. C's line was disconnected during the cancellation process but reconnected within a few days. This was due to a third party disconnecting the line after notification by T. T credited back all charges incurred during this period. The Ombudsman was of the opinion that T had acted in a satisfactory manner and thoroughly investigated C's complaint. She was pleased with the level of service provided and considered the outstanding balance to be valid. No further action was required of T.

12.31

T notified C of high call charges on the account and explained that these were due to a virus that connected to an international number without C's knowledge. T applied an international call bar to the account immediately that it noted the charges. C disputed the charges as they had exceeded the limit on the account. T advised that the charges had been incurred over a short period and as it only received call data after a 24-hour delay the charges would not have been noted sooner. C paid the bill in full but continued to dispute the charges.

The Ombudsman noted that T had done everything possible to notify C of the charges and prevent further similar charges being incurred. She also noted that the charges had been incurred over a very short period and could not have expected T to notify C of the charges any sooner. The Ombudsman was pleased to note the standard of advice offered by T and was of the opinion that it had acted appropriately. Whilst the Ombudsman could appreciate C's frustration in this matter, she considered the charges to be valid and did not require any further action by T.

12.32

C complained to T after receiving a bill which included 52 disputed charges whilst abroad. C highlighted that these texts had failed but T charged the account nonetheless. T stated it had investigated and concurred they were correct because they were not made close together. T stated this would have been indicative of call failure.

The Ombudsman reviewed C's bills and this showed a number of calls being made very close together. Therefore, she concluded C had accurately demonstrated the incorrect charges involved. The Ombudsman required T to send a letter of apology and make a goodwill credit to the account in consideration of the incorrect charges and any customer service issues.

12.33

C changed tariff with T but the incorrect tariff was applied to the account. C was promised a refund for a handset upgrade but T failed to credit this to the account. C contacted T on several occasions but further errors were made when trying to rectify the tariff change. T did not issue recalculated bills and did not credit C's account with the overpayments. T attempted to correct the problem with a credit to C's account but this was based on incorrect tariff charges. T applied a small goodwill payment to C's account.

The Ombudsman was of the opinion that T had failed to apply the correct package to C's account and C was therefore overcharged for text message services. However, T had responded to C's communication, despite its failure to resolve the complaint. T was required to recalculate the bills and refund the difference in charges, less the credit already applied, and issue a credit for the handset upgrade as originally promised. The Ombudsman also required T to issue a letter of apology to C for its failure to resolve the issue in a timely manner.

12.34

C claimed to have been overcharged for calls for four successive months and to have cancelled C's Direct Debit mandate as a result. C claimed that T then disconnected the outgoing service. C also claimed that T had never responded to C's complaint in writing. T admitted that there had been billing difficulties and said it had now refunded C all the overcharged amounts. It also offered to allow C to terminate the contract without penalty. The company had made an allowance of free line rental as a goodwill gesture to compensate C for any inconvenience suffered and had apologised to C. T provided copies of its letters to C to prove this.

The Ombudsman felt that T had taken appropriate action to resolve the problems it had caused and therefore she did not require T to take any further action in this case.

12.35

C complained to T regarding charges, which C thought were due to a rogue dialler. C requested that payment should not be taken for these disputed charges. T investigated the charges and identified that they were for an Internet Service Provider. However, T failed to communicate this information to C in a timely manner and took the payment before C was aware of the outcome.

The Ombudsman considered the charges to be valid but was disappointed by T's failure to communicate with C in a timelier manner. She was of the opinion that had T provided the information much sooner this may have led to a resolution. T was not required to refund any of the call charges but the Ombudsman did require T to issue a small credit to C's account for its failure to notify C of the outcome of its investigation much sooner.

12.36

C complained to T regarding premium rate service (PRS) charges on a bill. The charges were relatively small and T advised that the charges had been correctly billed. C was referred to ICSTIS and a PRS bar was placed on the line. No further charges were incurred. C initially refused payment of the charges but later made full payment. As a resolution C requested a refund of the disputed charges from T. T maintained the validity of the charges.

The Ombudsman was unable to find any evidence to suggest that T had acted inappropriately and noted that a bar had been applied to the account to prevent further charges being incurred. The Ombudsman also noted that the charges were relatively small and infrequent and could not reasonably have expected T to note the charges as being unusually high. She considered that T had not failed in its duty of care to C and considered the charges to be valid. No further action was required of T but the Ombudsman advised C to pursue a refund from the PRS companies.

12.37

C noted incorrect charges on her bill and contacted T. T credited the charges but the same error was repeated the following month. C complained to T about the errors and T identified a fault in its system. The fault was corrected and C was assured that no further errors would be made. C received a bill with further incorrect charges. T advised that these charges were due to a timing issue from identification of the fault and calls already made in that billing period. C had lost confidence in T's ability to provide accurate bills.

The Ombudsman was of the opinion that T had dealt with the problem appropriately. However, C had suffered inconvenience in having to check bills and also loss of confidence in the service. T was required to issue an apology to C and a small goodwill payment.

12.38

C requested to cancel the contract with T but was advised to make the request again nearer the contract end date. C made the request again at the time agreed and the phone service was disconnected. However, C's TV service was not disconnected and T continued to bill C for the service. C contacted T and was advised that the charges were applicable until the service was ceased. C complained to T in writing on several occasions but T failed to respond. T continued to bill C for the service. C requested that T collect the set top box and agreed a date with T. T failed to attend this and several other appointments. After C contacted the Ombudsman, T backdated the charges for the TV service to the date that C made the first request to cancel, which was prior to the contract end date, and also disconnected the TV service.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service from T and required T to issue a written apology. In addition to this, T was required to contact C to agree a date for collection of the set top box and ensure that this was attended. The Ombudsman required T to ensure that charges had been backdated

to at least the contract end date and any additional credit made in error was to remain on the account. Finally, T was required to issue a goodwill payment to C in recognition of the shortfall in customer service.

12.39

C agreed to a discounted service with T for internet services and telephone calls. The agreed monthly payment was clearly stated on the contract. C later found that T had not been providing the discount and complained to T. T failed to respond to C's written complaint for several months but later advised that the payments were correct. C continued to make the full payments but disputed the monthly amounts. T failed to resolve the matter and C referred the complaint to the Ombudsman.

The Ombudsman was of the opinion that the agreement in place clearly stated that the discounted payment applied. The Ombudsman required T to refund the payments for the full year and also provide a small credit for the shortfall in customer service.

12.40

C queried a number of premium rate service (PRS) charges on two bills and was advised by T that a rogue dialler attached to C's computer had generated the charges. C advised T that this was not possible as C did not own a PC or have an Internet connection. T identified the numbers as being voting lines for television programmes but failed to advise C of this. C refused payment of the charges and the service was subsequently disconnected. T instructed a third party to collect the balance but C continued to dispute the charges. C wrote numerous letters to T but only received one response.

The Ombudsman was of the opinion that the charges were valid and the call pattern indicated that the calls were indeed due to voting lines. However, she noted that T had failed to provide C with this information, which may have affected C's response to the charges billed. The Ombudsman also noted T's failure to respond to C's complaint and its poor standard of customer service. The Ombudsman required T to provide a small credit to C's account as a gesture of goodwill for failing to provide a satisfactory standard of customer service and for failing to provide information relating to the charges. However she was of the opinion that no additional charges were incurred as result of T's failure to provide this information and therefore considered the charges to be valid. She advised T to seek payment for the outstanding balance in accordance with policies and procedures.

12.41

C registered for Broadband with T but understood the fee to be a one-off yearly fee. T charged the fee on a monthly basis and C disputed this. C provided a copy of the agreement and the Ombudsman noted that the fee was listed under the heading for monthly charges. T responded to C's complaint both verbally and in writing and offered to cancel the account upon request. C did not make the request. C refused payment and

T disconnected the account due to non-payment. C complained that C could not access the service.

The Ombudsman was of the opinion that T had acted appropriately in this matter and that the charges were valid. No further action was required of T. C remained liable for the outstanding payments on the account.

12.42

C disputed premium rate service (PRS) charges on a bill from T. T investigated the charges and advised C that they related to a dialler scam. T advised on methods to prevent this in the future and also advised of ICSTIS details to seek a refund from the company. C continued to dispute the charges and withheld payment of the disputed part of the bill. T responded to all further queries from C providing clarification of the matter. T restricted C's service but reinstates it immediately upon request from C, due the ongoing dispute.

The Ombudsman noted that the calls were to different numbers and evenly spaced throughout the invoice period. Therefore she was of the opinion that T could not have easily identified any rogue activity on the account. The Ombudsman concluded that T had acted appropriately in the matter and the charges were held to be valid. C was required to contact T to agree an appropriate payment plan for the outstanding balance. No further action was required of T.

12.43

C says that on signing up to T, C was incorrectly charged for the services provided. While this was rectified at the outset C experienced further inconsistencies in billing. C says that these were brought to the attention of T but to no avail. T failed to provide the Ombudsman with call record information however provided a summary of its investigation. T accepted that it made a mistake in billing and has credited C with the amount overcharged by.

The Ombudsman found that T's actions amounted to poor customer service as C continued to incur charges. T was required to make a goodwill payment.

12.44

C complained to T that duplicate charges were being applied for text messages. T was slow to respond to C's concerns. T maintained the charges.

The Ombudsman sympathised with C's concern at receiving an usually high bill and was concerned that C was receiving duplicate charges. However, it appeared that C's upgraded handset had the functionality to split text messages when the length exceeded 160 characters and then to send a more than one message, therefore generating multiple charges. As in effect C was sending more than one text message when this happened, the Ombudsman concluded that T had charged C correctly.

The Ombudsman recognised that T has acknowledged its customer service weaknesses and required T to apply a credit to C's account to recognise this.

13.0 Equipment

13.1

C contacted T as the handset was lost and requested a replacement SIM. C stated that the SIM was not sent for a ten week period. C added that a poor level of customer service was received upon complaining to T. C acknowledged a delay in the SIM being sent and explained that it was only a nine week delay and maintained that a good level of customer service was received.

The Ombudsman concluded that C had received a shortfall in service and customer service from T.

It was clear from the evidence provided that C has been unable to use the service and that this was a result of not being sent the replacement SIM card for approximately a nine week period. The Ombudsman finds this unacceptable service from T and shows concern over the delay. She was also satisfied that this must have been the cause of some stress and inconvenience for both C and C's mother, who was also dealing with the complaint. C additionally did not receive a satisfactory level of customer service.

Therefore, T was required to cancel C's contract, without penalty, and send a letter of apology for the delay and being unable to use the service. For the overall poor experience, T should clear C's account balance to nil, which includes the outstanding March usage and the replacement SIM

13.2

C requested that T remove its equipment from C's old business premises. T failed to respond to C's written, emailed and verbal requests and did not act on the request. C experienced some embarrassment due to the inability to comply with the building owner's request to remove the equipment. After three months of requests to T without a response C referred the complaint to the Ombudsman. At this point T contacted the building owner directly and arranged to remove the equipment.

The Ombudsman was pleased that T finally arranged removal of the equipment directly with the building owner and therefore prevented further embarrassment for C. However, she noted that T had not offered an apology to C for its shortfall in customer service. The Ombudsman required T to provide a written apology for failing to respond to or act on C's requests and for causing the embarrassment. T was also required to provide a goodwill payment for C in recognition of the embarrassment and frustration caused.

13.3

C complained to T regarding dropped calls and was issued with a replacement handset. C then made an insurance claim, provided free by T, and was offered a replacement handset, although C preferred a repair. The repair was carried out by T. On making a second claim, C was advised that the excess would be higher and C was unhappy with this. C requested to cancel the contract but T advised that an early termination fee would apply. C made claims that T had offered to cancel the contract without charge but contact notes contradicted this claim. C asked that T stop sending bills for the monthly charges but T maintained that the charges were appropriate.

The Ombudsman was of the opinion that T had acted appropriately in this matter and required no further action. C remained liable for the outstanding charges.

14.0 Faults (Equipment)

14.1

C contacted T to complain about email access problems and later internet access problems. C also complained that T had overcharged C and that T had failed to respond to C complaint.

The Ombudsman concluded that T had failed to deal adequately with C's complaint and required T to provide C with two months free internet access. The Ombudsman also concluded that C had not provided any evidence to support the complaint that C had been overcharged.

14.2

C maintained that upon experiencing a lack of service with the television service contact was made with T in an attempt to rectify the fault. T says that it has no evidence of any contact by C prior to a later date. Although there is doubt over the exact date of contact, the Ombudsman believes that T has not acted responsibly and taken ownership of C's complaint and attempted to resolve the television fault after the contact and considers this to be a shortfall in service. C explained that in attempting to resolve the complaint had sent T numerous letters of complaint. T had acknowledged receipt of one of the stated letters and as goodwill gesture disconnected the account, clearing the account balance to nil. The Ombudsman notes this offer by T and finds it helpful in the circumstances. However, on the balance of evidence presented to her, the Ombudsman considers that C would not have had use of the television service and therefore should not be held accountable for any line rental charges accrued on the account. She feels that C did not receive an appropriate written response to the correspondence and that this constitutes a shortfall in customer service. Therefore, the Ombudsman believes to bring this matter to a close, and keeping in mind the offer made previously by T, that it should send C a goodwill gesture payment as full and final settlement of the complaint. T should send C a letter of apology confirming that the account is fully closed and that

no adverse information has been sent to any credit reference agency as a result of this episode.

14.3

C says that after receiving technical problems with the service from T, C contacted T to complain. C says that as a result the handset was sent for repair however, returned with the same problems. C believed that the home area was of a very good quality upon purchase of the handsets. T advised that C did not have any coverage in the home area and that C should have taken advantage of its 14 day returns policy.

The Ombudsman concluded that C had received a shortfall in service from T. The Ombudsman notes the offer made by T to release C from both of the contracts without penalty, providing that C pays for any outstanding usage owed, and finds this action encouraging. The Ombudsman believed that the offer made by T was more than adequate response in the circumstances and advises that C accepts the offer.

14.4

C made an agreement with T to be provided with telephone lines for C's business. C began to experience faults with the lines and telephoned T for rectification. These faults occurred intermittently and were found to be the fault of a third party. C terminated the agreement as there was dissatisfaction over the recurring faults and so T sent a standard termination of agreement letter indicating the level of charges to be paid in accordance with its terms and conditions as T considered the fault was not its responsibility. C wrote to T and disputed the amount so T subsequently reduced these as a goodwill gesture for a limited period. C refused to pay any charges as there had been assurance that none would be payable on termination. T also raised a line reprogramming charge.

The Ombudsman considered that on the basis that C had accepted the terms and conditions of agreement the whole of the termination fee should not be waived. Whilst it was recognised that C was assured that there would be no termination fees face to face, this was not supported by the agreement terms. As a consequence of this and the fact that any 'tie in' period was not immediately obvious the Ombudsman considered that the reduction of the termination fees should be remade but at the lower rate in line with the second agreement. The line reprogramming charge was to be waived, or refunded if already paid.

14.5

equipment owned. C stated that upon returning to the store T refused to allow C to return the handset. C added that Pay As You Go credits were lost in the initial transfer connection although it was agreed to let C use them. C added that a poor response was received in complaining to T. T acknowledged that its retail store had refused to accept the handset although C was within the 14 day returns policy agreement. T stated that an upgrade of handset was offered to C and agreed.

The Ombudsman considered that C had received a shortfall in service and customer service from T. The Ombudsman was satisfied that this offer by T is helpful and appropriate in the circumstances providing that C wished to remain a customer with T. T further offered to cancel C's contract, without penalty on receipt of the returned phone.

Therefore, the Ombudsman requires that T offer an upgraded handset as a replacement as a goodwill gesture, along with a letter of apology for C's overall poor experiences if wishing to remain a customer. If C was not wishing to remain a customer with T, then the company is required to maintain its offer to cancel C's existing contract, without penalty, on receipt of the returned phone along with a full written apology for the overall poor experiences

14.6

C's handset developed a fault but it was some time before T correctly identified the fault and rectified it. C experienced a poor level of customer service. T made a nominal goodwill gesture.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. T was required to make a further nominal goodwill gesture and write a letter of apology.

14.7

C complained about problems regarding both of the handsets provided by T. C firstly had problems after losing one of the phones and due to an error T closed the account under a money back scheme. This problem was later rectified by T, but only after C had been without a service on this line for two months. C also complained about handset/SIM problems with the other handset. T highlighted that C had not helped by constantly emailing rather than calling. However C stated that some calls were made and complained about the lack of response from T. T offered to a goodwill gesture for the error with the first cancellation but believed the other problems had been created by C, and that the phone could have been returned for repair.

The Ombudsman did not fully accept the comments made by T about the email situation and believed there was some evidence of poor customer service. She also concluded that T had made errors when cancelling the initial phone. In consideration of both these points, she required T to provide a cheque payment as a goodwill gesture. This was to be sent with a letter of apology.

14.8

C complained to T about problems with the handset and could not access services and that C had to wait 2 weeks for the email to be activated. C complained that T had charged when there was no service, T refunded 2 weeks line rental. C complained to T that C's service was disconnected without warning and that T had not processed C's

Debit Debit correctly. C terminated the contract with T and T pursued C for the outstanding balance.

The Ombudsman understood C's disappointment and frustration when the handset failed to perform to the required standard. The Ombudsman required T to calculate the early termination fee and notify C. The Ombudsman required C to consider whether C was prepared to accept the offer of a repair and continue with the contract or to terminate the contract and pay the termination fee.

15.0 Faults (Line)

15.1

C had intermittent fault on the line; T fixed the fault 5 days later. C complained that the response was prompt but not thorough and that C had not received proper responses to the complaint and that compensation agreed with T had not been paid.

The Ombudsman is sympathetic to C experiencing an intermittent fault on the line. T has repaired the fault and made a fair and reasonable offer of compensation [in excess of its' compensation scheme].

The Ombudsman requires BT to send a written apology to Mr Groves and to explain how the intermittent fault occurred.

15.2

C had continuously complained to T over a number of months about C's line being affected by a fault caused by the cables leading in to C's house colliding with trees that were not on C's property. T credited C for the time spent without service but C was charged a call out fee, when the problem was not fixed. C contacted T on numerous occasions and sent it several letters, but to date the faults remain. The Ombudsman found that C had contacted T constantly over the past year and it was clear that T was aware of C's problem and that it credited C for periods without service and also for its call out fee. It was apparent that T came out to replace the cables, but this was not done correctly. The Ombudsman found that T should action this again correctly, and re examine its faults under the Universal Service Obligation. A small goodwill payment was also required for its shortfall in customer service.

18.0 Information Disclosure

18.1

C had problem with handset so went to T's shop and exchanged it. C was then called by a colleague whose son had bought a handset from the same shop with C's phone book details on it. C complained to T who offered a minimal goodwill gesture.

T said that the error was due to a sales assistant inadvertently transferring C's phone book to the handset when testing the sim card. T then sold the handset. T said its offer was fair.

The Ombudsman said that T had caused the situation and should increase its goodwill offer. The Ombudsman said that T should send a letter of apology to C and an increased goodwill payment.

19.0 Installation

19.1

C complained about the poor installation of cabling at premises and stated that T didn't address the complaint despite four letters of complaint to T. The Ombudsman found no poor service level issues, C didn't provide any supporting evidence for her to consider and there was no evidence supplied by C that the installation at the premises was unacceptable. Furthermore, on the balance of evidence there was no evidence of C escalating the complaint to T. The Ombudsman required no further action from T.

19.2

C called T to arrange for work to be carried out on C's line. T quoted C a price, but said it could be lower or higher, depending on the work that had to be done. The work was carried out. C then called T for the cost of the work. The amount quoted was much higher than C had expected, and complained to T that C had been misadvised.

T had no evidence of what was discussed when C originally called. Therefore, the Ombudsman accepted C's version of events. Therefore, T was required to make a goodwill payment to C to recognise the misinformation provided.

20.0 International Call Charges

20.1

C had a Calling Card from T to make calls home whilst C was out of the country on a walking pilgrimage for over three weeks. Each time C tried to call home C was incorrectly connected to T's customer service centre. C made a number of complaints whilst C was away but T failed to remedy the fault until C's return to the UK. C received a bill for the call charges and disputed these. T maintained the call charges and offered

a goodwill credit. C wrote to complain and T failed to reply. C wrote again and received a telephone call and then a letter still maintaining the charges. C referred the complaint to Otelo.

T agreed that C should be refunded the call charges and was entitled to compensation for the additional costs and the inconvenience.

The Ombudsman required T to refund all the charges for the disputed calls and to provide a goodwill refund to compensate for the poor customer service. T was also required to send a written apology.

20.2

C contacted T about a large bill. C had been abroad and used the mobile on the assumption that C was connected to the UK network and calls would be included in the monthly allowance. C had actually connected to the local network and all calls were charged at international roaming rates. C complained to T, but T maintained the charges, as C had previously used international roaming and was aware of the service.

The Ombudsman concluded that C was liable for the call charges, as C had used the service. The Ombudsman did not require T to take any further action in this case.

22.0 Internet Connection

22.1

C moved house and asked T to transfer the telephone and Broadband service to the new address. C then found that there was a problem with the Broadband connection and asked T for assistance. T provided C with advice regarding the modem software but C found that this did not fix the problem. C then decided to cancel the Broadband services and emailed T to request this. Then C began to experience problems in setting up a new service with another provider. The new provider said that it could not install the services as T was still using the line for Broadband. C called T several times but was given conflicting advice. It took over five months for the new provider to be able to set up the service, during which time C had incurred costs of using a dial up Internet service. C wanted compensating for T's failure to free up the line in reasonable time.

From the evidence, it was not clear why another Broadband service provider could not use C's line. T had not provided the Ombudsman with evidence about C's complaint. However, it was clear that C had been inconvenienced because of T's failure to address the initial connection problem. It also appeared that C had been given conflicting advice about the status of the line. The Ombudsman noted that C had since obtained a new Broadband service. She therefore required T to provide C with a written apology and goodwill gesture for the shortfall in customer service provided.

22.2

C subscribed to T's broadband internet service. However, C was never able to connect due to a problem on the telephone line. T could not resolve the problem with the line, but would not allow C to terminate C's twelve month contract.

The Ombudsman considered that as the problem lay with the telephone line, and T could resolve the problem, that C should not be expected to honour the contract signed. Therefore T was required to cancel the contract without penalty, to refund any payments C had made and to make a goodwill payment for the inconvenience caused.

24.0 Mis-selling

24.1

T cold called C and without C's express knowledge opened an account and took over as C's telephone service provider. T sent mail to C who contacted T and advised that C did not want T's service. T continued to provide C with a service, sent T an invoice for services and when C objected stated termination charges would be applied. C complained to Otelco and T then admitted the agreement was invalid.

C had suffered considerable worry, stress and inconvenience in proving that the contract was invalid. The Ombudsman decided that T should make a substantial gesture of goodwill to C, send C a letter of apology, close any account that had been opened and terminate any services T may still be providing.

24.2

C complained that T had attempted to make early direct debit transactions from their bank account, which then left them facing bank charges. C further complained that they had not been provided with the telephone service they wanted and T had failed to re-instate their number to another company and had also failed to remove equipment from their home. C claimed breach of contract and refused to pay T for services.

The Ombudsman concluded that C had entered into a twelve month contractual arrangement with T and direct debit transactions were scheduled to take place on an agreed day in the month. There had been no breach of contract and C was liable to pay for services on the agreed day in the month and to pay balance outstanding on the account.

The Ombudsman also concluded that there was no evidence to support the claims C was making about the telephone services and C's request for the removal of equipment.

24.3

C initially entered into an agreement with T for line rental but before T sent out the T and C of the contract expressed a wish to withdraw from the agreement. T said that if C did this a penalty would be incurred. C also received incorrect billing and tried to resolve this issue with T. C contacted T on numerous occasions by telephone, e-mail, fax and letters sent by recorded delivery complaining about the billing charges and the attempted enforcement of the agreement for line rental. The complaints went unanswered.

C complained to T and due to the problems with the line rental agreement, billing and failing to adequately respond to complaints, C also wanted a previous call charge agreement to be cancelled.

The Ombudsman concluded that C had not received the T and C for the line rental agreement and was therefore entitled to cancel the agreement without incurring a penalty. It appeared to Otelo that the billing issues had been resolved but as they had not been of C's making T must ensure that no default entries were made on C's credit rating. The Ombudsman concluded that there had been customer care failings on the part of T in failing to appropriately deal with C's complaints. The Ombudsman decided that T must make a small goodwill gesture in respect of these failings.

The Ombudsman also concluded that C's complaints about the line rental agreement and billing did not permit C to cancel the previous arrangement over call services.

24.4

C complained to T about mis-selling of a contract; C's complaint surrounded disputed pricing, costs for transferral of lines, interruption of service, and poor customer service. T denied these points and highlighted that C was provided with a copy of the agreement, as well as the Terms and Conditions and pricing at the time of signing. T confirmed charges for transferral had occurred, but this happened because C moved premises and new lines needed to be installed. T also confirmed through its notes that calls had been made to discuss the issues, but maintained that C was tied to the 3 year agreement. As a goodwill gesture, T offered to make a payment to C.

The Ombudsman appreciated the concerns and frustrations expressed by C but felt no evidence had been provided in respect of the points raised. However, she believed it was important for T to clarify its pricing structure to C. She required T to send a letter of apology for any confusion, and this was to include a breakdown of its pricing, as well as a cheque for the offered goodwill gesture.

24.5

T contacted C and C agreed to a contract. C cancelled the contract within the cooling off period but T failed to take any action. C incurred charges from T and disputed the charges. T stated it never received a cancellation request and would apply an early termination fee to C's account if cancelled. C continued to dispute the account and T offered to waive the early termination fee.

The Ombudsman considered that it did appear likely that C contacted T within the cooling off period to cancel the service. The Ombudsman was pleased to note that T had offered to waive the early termination fee but took into consideration that it appeared C cancelled the contract during the cooling off period, and she believed that all rental charges should be waived. The Ombudsman required T to cancel C's account and waive all rental charges. C was to remain responsible for the telephone call charges they had accrued.

25.0 Network Coverage

25.1

C experienced repeated problems with T's mobile handset, and was in constant contact with T over the problems. C highlighted problems with the phone power and poor network coverage. T acknowledged the problems, and also the fact that C had returned the phone for repair on two occasions. C also complained that the requested a deadlock letter was refused, and T admitted that this should not have been refused, but highlighted that the Indian Call Centre advisor was genuinely trying to resolve the problem. C requested termination of the contract without a termination fee. T also proposed that C should be allowed to terminate without an ETF.

The Ombudsman was disappointed that T could not resolve C problems, and required T to release C from the contract without any penalties or Early Termination Fees being applied. She believed T had genuinely attempted to resolve the problems, but also believes there was evidence that C did not receive the customer service that could have been expected. The Ombudsman required T to provide a gesture of goodwill, and this was to be sent with a letter of apology. The Ombudsman also recommends that T reviewed the points raised, to see where improvements could be made, and the training needs of its advisors.

25.2

C bought a Motorola A1000 on T's network from a dealership. C stated advice was given that this was the 'best' handset available, but complained about poor network coverage. T stated that C was mis-sold the handset at the point of sale by the store, and said C was in an area which would give a fluctuating service, and this was nothing to do with the handset given. C complained that the coverage in the area was promoted as being good on T's website.

C also complained that the escalation of the complaint was refused by T's advisors, but T said there was no record of such a request being made. C states that the store advised that the handset was compatible with Apple Mac, but T stated at no time has its handset been compatible. T again stated that it believed C had been mis-sold a contract by the store, and this was something T was going to take up with the manager.

The Ombudsman believed that a lot of the issues raised in the case pointed to the fact C may have been mis-sold a contract at the point of sale. She appreciated that some of the problems experienced by C may have been outside of T's control, but she recommended T conducted an internal review. The Ombudsman was concerned about the confusion relating to network coverage, and she recommended T reviewed its website, as this does seem to show that C should have received good coverage. The Ombudsman believed there may be evidence of poor customer service, but believed the proposals made by T were sufficient in resolution of this dispute. Therefore, the Ombudsman requires T to terminate C's contract, without an early termination fee, and the outstanding balance to be cleared. She required T to provide C with written confirmation of these facts, and this was to be sent with a letter of apology.

25.3

C took out a mobile phone contract with T and found that the handset had problems picking up a signal. C put this down to the weather initially but then called T to request a repair. The handset was repaired twice, but the problems continued. C complained to T who offered to upgrade the phone on condition that C committed to a further twelve-month contract. C declined this and asked T to cancel the contract. C complained that T had continued to bill for the service and had sent payment demands. C had paid the bills for fear of being blacklisted but wanted T to refund the last six months payments, as C had not used the phone.

From the evidence, it was clear that C had experienced problems with the handset and these had not been resolved. Whilst it was clear that C had not been able to use all the inclusive minutes for the last six months, C had used the phone to make calls for three of the months. As such, the Ombudsman welcomed T's offer to refund the past five month's payments and asked T to action this. The Ombudsman also required T to provide C with a written apology and an additional goodwill gesture for not cancelling the contract in reasonable time.

28.0 Payments

28.1

C had several payment issues with T regarding T failing to take C's payments via Direct Debit over a number of months. Due to this C eventually decided to terminate the account and wrote to T to request cancellation, and C received a letter confirming this. However C continued to receive bills from T and C also experienced problems obtaining a broadband service from another provider as T kept a hold on the line. The Ombudsman decided that T should close C's account with zero balance, provide C an apology and small goodwill payment for its shortfall in customer service, and also confirm that it no longer has a marker on C's line.

29.0 Premium Rate Services

29.1

C contacted T as PRS call charges were discovered on billing received. C stated that T should have prevented further PRS calls received. T advised that after investigation no faults were found with C's telephone line and maintained the charges. T added that the numbers calls were found to be for Calling Cards. From the evidence provided, the Ombudsman is satisfied that C is accountable for the disputed PRS call charges as they have been dialled from C's equipment and if disputing the level of call charges should contact the companies directly to dispute them. There is no evidence of any service shortfall. Therefore, no further action is required from T in this case.

29.2

C disputed Premium Rate Service (PRS) charges applied to the web-based account. T investigated the charges and found them to be correct. C continued to dispute the calls and asked T to waive the charges. T advised that this was not possible as the PRS company had been paid for the service. T advised C to contact ICSTIS but maintained that the charges were valid. Despite being a web-based company, T contacted C by phone in an attempt to resolve the issue.

The Ombudsman was of the opinion that T had acted appropriately. T had provided the connection and therefore C was liable for the call charges. No further action was required of T.

29.3

C received Premium Rate Service text messages. C complained to T. T maintained that the messages had been sent and that C was obliged to pay for them. T explained how the messages could be stopped.

The Ombudsman concluded that there T was entitled to demand payment from C for the call charges as they had been sent to C's phone. C was advised to approach ICSTIS for information as to how to approach the companies responsible for the text messages to obtain a refund.

34.0 Service Transfer

34.1

C claimed that T took over C's telephone service without permission. T supplied the Ombudsman's office proof that permission was obtained from C and that C agreed to a three year contract. The Ombudsman was certain without a doubt that C twice agreed to

a three year contract with two different people at T. In light of circumstances the Ombudsman recommended C to accept T's goodwill gesture of a 50% reduction in termination fee.

34.2

C received a sales call from T and agreed to the telephone package offered. However, C thought that the sales person was from C's existing service provider and that C was just agreeing to a change in tariff. C then realized that T was a separate service provider. C called T to cancel the service and T confirmed this. However, C then received another bill. C asked a relative to check the cancellation and was told that it was confirmed. However, C then received further bills. C's relative wrote to T to complain but did not receive a response. C wanted the service to be transferred back to C's original provider and the early termination charges waived.

From the evidence, it was not clear why C had been led to believe that T's sales person was representing C's existing provider. Also, it was not clear why C and C's relative had been told the cancellation had been confirmed when this was not the case. The Ombudsman was also concerned that T had not responded to C's relative's complaint letters or investigated C's complaint. In view of the doubt, the Ombudsman required T to release C from the contract without penalty and to provide C with a written apology for its poor handling of the complaint. The Ombudsman recommended that C arrange for another provider to transfer the service from T as soon as C had paid off the outstanding balance on the account.

34.3

C contacted T to advise of a premises move and to send a final invoice for payment. C added that a poor response was received in complaining to T. T did not respond to the Ombudsman. The Ombudsman is disappointed that T has failed to provide a casefile.

The Ombudsman believed that C has made a genuine attempt to advise of the initial premises change and to resolve the complaint with T. It is unclear from the evidence provided how the disputed sum of had been accrued and for what services they obtain to. However, it is clear that C has been inconvenienced after the request for billing was not actioned and in attempting to resolve the complaint.

Therefore, T is required to clear C's account balance to nil and send a letter of apology, clearly demonstrating how the disputed sum was calculated to reduce any confusion for C. T should contact its debt collection agents to ensure that C is not chased any further for payment and confirm in writing that the credit rating is not affected by its actions, and that no adverse information should remain on record, resulting from the subject matter of the complaint.

34.4

C cancelled T's service within the cooling off period but the transfer still went ahead. T confirmed that due to internal delays it had not actioned the request until after the service had been transferred. C experienced a poor level of customer service. T offered to clear the outstanding balance.

Although the Ombudsman was pleased T had recognised its failures, it was clear that a shortfall in customer service had occurred. T was required to make a nominal goodwill payment and clear the outstanding balance. T was required to write a letter of apology.

34.5

C says that T transferred the line to its service without authorisation and despite attempts to stop the process from continuing the company continued with the process. C says that C made subsequent attempts to cancel the account and while these acknowledged by T C continued to receive further invoices. T had offered to compensation C by providing a goodwill payment and cancelling all charges on the account.

The Ombudsman found that T's lack of initiative to resolve the customer's issues amounted to poor customer service. On this basis the Ombudsman found that the amount offered by T did not adequately compensate the customer for this and therefore was required to increase the amount. T was also required it assure the customer that the account has been cancelled, that no charges were payable and also issue a letter of apology.

34.6

C agreed an internet and telephone service from T. T confirmed the agreement and advised that no further action was required regarding the transfer of services. C's daughter noticed some time later that Mrs Vaughan was being charged by both T and another service provider for the services and complained to T. T admitted that it had experienced problems in this area and proposed to make a partial credit. C accepted this offer, but T failed to make a payment. C complained in writing and by telephone but no response was received. C complained to the Ombudsman requesting a full refund and some compensation. T failed to provide any details.

The Ombudsman concluded she should accept the information provided without evidence to the contrary. She considered T had been incorrect to apply any charges if the services were still being provided by another service provider. The Ombudsman required T to ensure all charges were cancelled with all payments received refunded by a cheque as a goodwill gesture. She required T to provide written confirmation and a breakdown of the refund calculation. This was to include a full apology with the cheque to be increased in consideration of the customer service issues.

35.0 Stolen/Lost

35.1

C lost her phone whilst abroad. Before the phone was reported lost there were a number of calls made. The loss was reported late to T which resulted in a very large bill. T demanded payment in full as it maintains all calls made prior to the loss report is C's responsibility. C disputed her responsibility for calls made between the actual loss date, and reporting it to T.

The Ombudsman finds in favour of T; the responsibility for paying for calls made lies with C up until the loss was reported.

36.0 Tariffs

36.1

C asked T to change her tariff. T failed to do this despite repeated requests each month for nearly six months. T then credited the over charges on the account and set up the new tariff. C's phone was then disconnected as T failed to set up her direct debit on the new tariff. This happened on three occasions causing distress and inconvenience to C. T credited C's account with the overpayments and also provided goodwill credits for the period C experienced problems. C was not satisfied and complained to Otelo.

The Ombudsman found that the level of customer service provided by T had been poor but that the credits provided were fair and reasonable. However the Ombudsman required T to provide a further credit for failing to reply to C's emails. The Ombudsman also required T to send a written apology together with an explanation of the credits applied to the account.

38.0 Terms and Conditions of Contract

38.1

C's handset was stolen and made an insurance claim for a replacement. C was given a new upgrade phone. When C experienced problems with T's service C contacted T via telephone and letters to resolve, but to no avail. When C requested contract termination C was advised of a 12 month contract. T advised the Ombudsman that when C's handset was stolen an upgrade was given under a 12 month contract.

It appeared to the Ombudsman that when C's handset was stolen in C was processed under a new 12 months agreement as opposed to being provided a replacement under the insurance at the time. The Ombudsman was of the opinion that T had not clarified

whether C was made aware that C was entering into a new 12 months contract. In relation to the WAP and MMS problems that C experienced there was one record dated on T's records. There were no further details in relation to this aspect apart C's correspondence letters stating throughout that problems were experienced. Whilst it appeared that two of C's letters may have been sent to the wrong address it appeared that T had responded to C's complaint, but not addressed all the issues fully. The Ombudsman required T to waive the outstanding balance on the account as a goodwill gesture and provide C assurance that the adverse information recorded against C's name in relation to the matters raised in the complaint had been amended.

39.0 Text Messaging (SMS)

39.1

C contacted T for advice to stop the text messages. T unable to prevent text messages. T advised C on procedure to adopt. C refused to divulge their mobile number to third party. T allowed C to port out and move to new supplier. T refunded all charges and wrote-off bills. Ombudsman satisfied that T had acted responsibly and correctly throughout and that no further action was required.

39.2

C received unwanted messages via T. T advised on action to prevent a repetition but C did not heed the advice. C complained that T had done nothing to help. T made a refund of some of the costs as a goodwill payment and suggested a resolution which C refused.

The Ombudsman suggested C accept the offer and suggestions as originally made by T. T required to assist in blocking International Rogue Dialler numbers.