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## **1.0 Auto Diallers**

### **1.1**

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### **1.2**

C disputed the PRS and 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.

The Ombudsman examined the disputed call charges and due to them being built up slowly she couldn't have expected T to have detected the activity. In light of the circumstances the Ombudsman felt that the goodwill credit was fair and reasonable. The Ombudsman was confident that T had not breached any legal or regulatory provisions.

### **1.3**

C incurred international call charges and complained to T. T investigated and found the charges related to a rogue dialler. T maintained the charges but C continued to dispute them. C complained that there was a long delay before T had responded to the complaint. T applied a nominal goodwill gesture to C's account and had offered C protective and preventative help and advice on rogue diallers.

As the account holder C was ultimately responsible for the equipment they connected to their line and any call charges accrued by that equipment. T's exchange would have only been responding to the request made by the equipment by connecting the call to the digits dialled. The Ombudsman was satisfied that T had provided C with a reasonable duty of care. The Ombudsman find the goodwill gesture applied to C's account to be reasonable. The Ombudsman did not require any further action to be taken by T.

### **1.4**

C complained that T had charged the account with calls that had not been made. T clarified the calls had been made by computer equipment attached to its line. T failed to alert C to the unusual call pattern but fortunately no further charges were generated on the account. The Ombudsman found the customer service was satisfactory when handling the complaint.

With regard to the outstanding balance on the account the Ombudsman considers C to remain liable. The Ombudsman requires T to take no further action in light of this complaint.

### **1.5**

C contacted T after discovering charges for PRS calls on the received billing and contacted T to complain. T maintained the charges as correct, as the calls had been made via C's equipment. T added that a credit was applied to C's account for any delay in responding to the complaint. C adds that a considerable delay was encountered in receiving a response from T to correspondence sent. The Ombudsman concluded that C has been the victim of what is known as a rogue dialler. The Ombudsman considered that although no billing evidence was provided no further charges for had been incurred. The Ombudsman noted the credit applied to C's account and believed this addressed any customer service shortfall. Therefore, the Ombudsman did not require any further action from T in this case.

### **1.6**

C received contact from T to say that the account had reached a high amount as a result of PRS numbers. C challenged the cost of the calls.

The Ombudsman concluded that should accept an offer from T. C was also advised to seek advice about security software for C's personal computer.

### **1.7**

C complained to T about international calls, which C did not intentionally make but which had been made by C's computer. T maintained the charges, but C remained dissatisfied. The Ombudsman concluded that T should have been alerted to the disputed calls at an earlier date and was required to reduce the outstanding balance. The Ombudsman concluded that C was liable for the cost of the calls up to a certain date.

### **1.8**

C upon receiving billing from T discovered charges for PRS calls and contacted T to complain. T after investigation maintained the disputed charges and advised that the calls had been generated from C's computer equipment. C maintained that a poor response was received from T in attempting to resolve the complaint. T refuted this and stated that it had acted correctly in this case. In this case, the calls from C's equipment did, in the Ombudsman's opinion, change the expenditure significantly enough for T to have been aware of what had happened. She is of the opinion that a call barring facility should have been offered much sooner to help prevent calls of this nature being incurred. This constituted a shortfall in customer service on its part of the T. The Ombudsman was satisfied that C on attempting to resolve the complaint did not receive

the normal level of customer service expected from T and this is a shortfall in customer service. The Ombudsman believed to bring this issue to a close that T, as a gesture of goodwill, clear all PRS charges incurred on C's two days after they started to accrue, in full and final settlement of the complaint along with a letter of apology for the poor response to the complaint correspondence. C was accountable for all PRS charges incurred before the two day period and any further call usage made.

### **1.9**

C upon receiving billing from T discovered charges for PRS calls and contacted T to complain. T after investigation maintained the disputed charges and advised that the calls had been generated from C's computer equipment. T acknowledged that a delay in responding to C's correspondence and applied a goodwill credit to reflect this shortfall. The Ombudsman was satisfied that this offer addressed in full the element of a shortfall in customer service. Additionally, the Ombudsman considered that T could not been alerted to the rise in expenditure on C's account. Therefore, the Ombudsman did not require any further action from T in this case.

### **1.10**

C contacted T about disputed call charges to an international number that C had not called. The calls had been generated by a rogue dialler, which had been inadvertently downloaded by C via the internet. C complained, but T maintained the charges. T did provide C with a credit for the delay in responding to the complaint, but C remained dissatisfied.

The Ombudsman concluded that C was liable for the disputed call charges, but required T to provide an additional credit for the delay in acknowledging the high increase in call charges on the account. The Ombudsman suggested that C seek expert advice on security software to protect the computer from being affected again in the future.

### **1.11**

C contacted T after discovering charges for PRS calls on the received billing and contacted T to complain. T maintained the charges as correct, as the calls had been made via C's equipment. T added that a credit was applied to C's account for any delay in responding to the complaint. C adds that a considerable delay was encountered in receiving a response from T to correspondence sent. The Ombudsman concluded that C has been the victim of what is known as a rogue dialler. The Ombudsman considered that T could not have been alerted to the increase in expenditure on C's account. The Ombudsman was satisfied that C received an appropriate and timely response to the sent correspondence. Therefore, the Ombudsman does not require any further action from T in this case.

### **1.12**

C was the victim of a rogue dialler. T placed a call bar on the line and notified C of the abnormally high usage. C disputed the bill and T maintained the charges. C wrote to complain and asked for an explanation of how this could happen and asked T for help. C did not receive a reply to the letter. C paid the undisputed portion of the bill but C's phone was disconnected. C tried to set up a payment arrangement but was unable to do so as another bill was due and T would only accept pay as you go. C paid under protest and wrote again and T replied but again did not answer C's concerns.

The Ombudsman accepted that T was entitled to payment for the international calls but found that T's customer service had been poor. The Ombudsman required T to provide a goodwill credit to compensate for the poor customer service and to credit the reconnection charges.

### **1.13**

C incurred excessive telephone charges on the account with T through the modem dialling premium rate numbers. T had provided C with a goodwill gesture because of the delay in their response to the complaint. C still disputed the charges. Whilst the dispute was ongoing T disconnected C without appropriate notice.

The Ombudsman was of the opinion that C was liable for the call charges but also required T to provide a further goodwill gesture as the customer service fell below an acceptable standard

### **1.14**

C complained that C had been charged for PRS calls which C disputed making. T informed C that the calls had been made by a rogue auto-dialler which had been inadvertently downloaded onto C's computer. As C was responsible for the security of C's computer T maintained the charges were valid. C continued to dispute payment.

The Ombudsman agreed with T that the call charges had been applied correctly to C's account. No further action was required.

### **1.15**

C received a bill with unrecognised calls to rogue diallers. 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 found this to be reasonable and required no further action from T. C is liable for any remaining outstanding balance.

### **1.16**

C disputed international call charges on their account. T stated these related to a rogue dialler and gave C protective and preventative help and advice. T recognised that it failed to respond to the complaint in a timely manner and applied a nominal goodwill gesture to C's account. C continued to dispute the international call charges.

As C was the account holder they were ultimately responsible for the equipment they connected to their line and any call charges accrued by that equipment. T's exchange would only be responding to the request made by the equipment by connecting the calls to the digits dialled. The Ombudsman was satisfied that T had provided C with a reasonable duty of care. The Ombudsman found the goodwill gesture previously applied to C's account to be reasonable. C remained responsible for the outstanding account balance.

### **1.17**

C contacted T after discovering charges for PRS and International calls on the received billing and contacted T to complain. T maintained the charges as correct, as the calls had been made via C's equipment. The Ombudsman concluded that C has been the victim of what is known as a rogue dialler. The Ombudsman considered that T could not have been alerted to the increase in expenditure on C's account. The Ombudsman was satisfied that C received an appropriate and timely response to the sent correspondence. Therefore, the Ombudsman required T to contact C arrange a repayment plan.

## **2.0 Billing**

### **2.1**

C contacted T about billing queries. T failed to address C's concerns and C wrote several letters to T for an explanation, but a full response was not received until some months later.

The Ombudsman concluded that T had provided C with a poor service and required T to offer C a goodwill payment for the delay in dealing with C's concerns.

### **2.2**

C complained to T after receiving the first bill. C was unhappy as C felt T had applied charges that should have been provided as part of an all inclusive internet and telephone package. C contacted T on numerous occasions but T maintained the charges were correct. C requested a refund of the postal charges and a refund of the incorrect charges. T reviewed this matter and concurred the charges were correct but believed

these had not been fully explained by its advisors. T apologised for this fact and offered to refund the postal charges and make a small goodwill gesture.

The Ombudsman agreed the charges were correct but welcomed T's honest appraisal of the customer service issues. She required T to send a letter of apology and this was to be provided with a goodwill gesture in consideration of the customer service issues.

### **2.3**

C complained to T after receiving late payment charges on the account. T highlighted the situation occurred because C had not received an email warning about C's credit card expiring. T accepted the problems C had experienced and decided to cancel all charges as a goodwill gesture. C also complained about receiving debt collecting letters and about T failing to respond to those sent.

The Ombudsman considered T's actions reasonable but required it to provide written confirmation that the account was closed with a nil balance. She required T to make a further cheque payment in respect of any customer service issues, as well as providing assurances in writing that any adverse credit information had been resolved.

### **2.4**

C complained to T after being turned down for a finance agreement. T highlighted that this was due to an outstanding payment, but C stated no bills had been received. T clarified that it had sent 8 reminders before registering a default with the credit reference agencies. C complained about poor customer service and requested T to remove the default. T insisted it had acted correctly.

The Ombudsman decided T was justified to take the action it had, as there was no evidence to suggest the bills had not been received. However, the Ombudsman required T to confirm the issue had been registered as satisfied and this was to be provided with a letter of apology and a goodwill payment for some customer service issues.

### **2.5**

C complained to T about incorrect billing of an account. T promised to amend the bill but failed to do so. C cancelled some of the service provided by T but T continued to bill for those service. C requested a correct bill on numerous occasions but T failed to act on the request. C then cancelled the remaining service but T applied a termination fee. T agreed to waive the termination fee once C had complained but a final bill was not issued.

The Ombudsman was of the opinion that the termination fee was valid, as the service had been provided. However, the Ombudsman did not expect T to reapply the fee. Despite this it was clear that C had experienced some inconvenience with respect to the billing and the Ombudsman requires T to address this. T was required to issue a final

bill, which clearly showed the credits applied to the account with a full explanation of the remaining charges. T was also required to issue a goodwill payment, which had been offered previously. The remaining charges once the bill had been issued were valid and payable by C.

## **2.6**

C entered in a contract with T but received incorrect billing from the start of the contract. T applied an incorrect tariff and deducted payments from C's bank before a bill was produced. T also incorrectly disconnected the service for C and added a reconnection fee.

T acknowledged its responsibility and offered a goodwill payment that the Ombudsman considered to be reasonable. The Ombudsman recommended C accept it. The Ombudsman also required T to implement the correct tariff immediately and apologise for the delay.

## **2.7**

C disputed billed calls made when the property was supposedly empty. T checked the line and found no fault. T also mentioned other calls were not disputed about the same time.

The Ombudsman has concluded that calls did originate from C's line and is liable for the cost of the calls. T not required to take any further action.

## **2.8**

C raised the issues of a number of service shortfalls with regards to, loss of service, incorrect billing, and failure to apply promised credits and a poor level of customer service in attempting to resolve the complaint. T did not respond to the Ombudsman. The Ombudsman was satisfied that C had experienced the service issues raised.

As a result of the difficulties, C made a request to cancel the television service agreement and for broadband to be connected. It does not seem that the broadband service was connected and C's request for cancellation of the television services was not agreed by T. However, the Ombudsman considered that for C's overall poor experiences that the request for cancellation of the television services should be granted from C's initial date of request. The Ombudsman noted that C indicated willingness to remain a customer of T for broadband and telephony services. Therefore, T was required to cancel C's television services, without penalty, for the overall poor experiences to date along with a letter of apology. T should make arrangement to collect any television equipment C still holds. T should review C's television account and refund any overpayments made. To maintain good customer service, T should contact C and discuss what packages are available regarding broadband and telephony services.

## **2.9**

C requested cancellation of a service and also transferred another service into a different name. T failed to act on the requests and continued to bill C for all services. Payments were taken from C's account and C made a refund request via the bank. T then billed for the charges again. C complained to T but was given conflicting advice. T also failed to respond to C's letter of complaint and also failed to return calls.

The Ombudsman was disappointed by T's lack of response to her request for information regarding the account. In view of this the Ombudsman had no reason to doubt the accuracy of C's claim. T was required to issue a letter of apology and confirm that the requested actions had been taken. In addition to this, T was required to issue a goodwill payment and cease contact with C, in accordance with C's wishes.

## **3.0 Broadband**

### **3.1**

C reported fault to T. C had fault for two months with no resolution. C sent four letters to T requesting cancellation but received no response.

T said it had not resolved the fault or responded to C's letters. T admitted that C had received poor customer service and offered to cancel the account without penalty and remove the outstanding balance.

The Ombudsman said that C had received poor customer service from T. T failed to repair the fault and failed to respond to letters. T to honour its offer to cancel the account without penalty and remove the outstanding balance. The Ombudsman also requested that T refund C with rental paid and award a nominal goodwill payment.

### **3.2**

C wanted to disconnect the broadband service as T had not supplied this on the date promised. T offered C one month's line rental free to stay which C accepted. C later experienced further delays and was later told that it had promised no such credit. The Ombudsman required T to provide C an apology for the poor customer service levels delivered and in recognition provide C a goodwill payment. T was required to provide C with an assurance that the account has been cleared and closed and that no adverse information has been recorded against C's name and if any, had, it had now been removed or amended.

### **3.3**

C complained to T after being refused an upgraded service. T stated the service received by C meant it was unable to do this. C was advised to cancel the first account

and take out a BB service for the requirements needed. This was done but C remained unhappy and complained to T by telephone and with many letters. T then applied a connection charge for the BB service. C did not expect to be charged, and when C complained, T decided to cancel the charge. T remained unhappy and requested disconnection and a MAC. T failed to reply to letters and C complained about T failing to release C from the service. T highlighted that after C called at its offices the service was cancelled and stated C did not need a MAC code to transfer. Charges remained on C's account because the DD had been cancelled.

The Ombudsman concluded this dispute had been created by T's poor customer service. However, the Ombudsman felt T had acted correctly throughout and had been justified to take the actions it had. The Ombudsman required T to send a letter of apology, and written confirmation that the account has been fully closed. The Ombudsman requires all remaining charges to be cancelled to leave a nil balance.

### **3.4**

C agreed to T's service on the provision that it would provide C with a certain broadband connection speed, however despite C paying a connection fee and monthly fees, this has never been the case. C has had to use a dial up service since this agreement as C never had a broadband connection with T. C made numerous verbal contacts with T's technical support yet was placed on hold for long periods and C's emails and letters were not responded to in an appropriate manner. C was advised by T that the problem lay with another Service Provider and that it had been informed of this, however the problem was not fixed. C stressed that this ongoing problem had caused both C and C's family much distress. In this instance the Ombudsman had to base her decision on the balance of evidence available. Although the Ombudsman acknowledged that T's Terms and Conditions covered it for not always being able to provide a certain connection speed, it was clear that C had never received any kind of connection from T and that C had received a shortfall in customer service throughout the complaint, as well as incurring extra costs due to this. The Ombudsman required T to confirm the closure of C's account, provide C an apology and goodwill payment for any inconvenience and costs incurred, and also to release C's line for broadband as soon as possible.

### **3.5**

C applied for Broadband service with T and it was delayed for three months. The service then worked for three days and has not worked since. C contacted T but received no help. C sent two letters to T and received acknowledgements but no actual response.

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

The Ombudsman said that T should contact C immediately to update on repair and keep C updated until repair complete. T to then refund any rental charged for the service while it was not working. In recognition of the poor service received T to send a letter of apology and an explanation of why service was delayed. T to award C with a nominal goodwill payment for inconvenience caused.

### **3.6**

C signed up for T's broadband service and experienced problems. T told the Ombudsman that it had resolved the issues as replacement equipment was provided. The Ombudsman considered the supporting documents and found that the issue had still not been resolved. T was required to cancel the account, credit the account by 50% and ensure no penalty fees are added.

### **3.7**

C requested broadband from T, but T delayed in providing C with the modem. T charged C for the service, even though C had been unable to connect as the modem had not been supplied. C also complained that the speed was very slow and not 1mb as advertised. C telephoned, sent letters and emails, but T failed to deal with C's queries and complaint. The Ombudsman concludes that T had provided C with a very poor service and required T to apply a credit to C's account. T was also required to provide C with a revised bill and a letter of apology. Once C had paid any outstanding amount, T was required to confirm in writing to C that the account had been cleared and closed.

### **3.8**

C experienced problems with broadband and requested to cancel the service. T stated the early termination fee would stand as C had not assisted it in carrying out diagnostic tests. C experienced a poor level of customer service. T offered to credit back the broadband charges.

The Ombudsman considered that C had experienced problems with T's broadband service but it seemed C was unwilling to complete diagnostic tests. The Ombudsman was of the opinion that a shortfall in customer service had occurred but welcomed T's offer to credit back the broadband charges. Therefore, T was required to credit back all broadband charges that C had incurred, including the early termination fee.

### **3.9**

C experienced problems with the Broadband service and cancelled it within the cooling off period. C tried to revert back to the anytime dial-up connection with T, but found this to be not working. C later received bills from T asking for payments. T stated it billed C correctly and agreed to clear the outstanding balance. The Ombudsman required T to provide C an apology for poor service levels and a goodwill payment.

### **3.10**

C complained to T after agreeing to a 12 month BB service being provided, as the connection speed was slow and the computer continually crashed. T attempted to assist but highlighted that this was due to software/hardware problems with the PC. C requested termination of the account, but T maintained the full contract must be fulfilled.

T also tried to assist by providing a router, but this did not rectify the problems experienced. C also complained about numerous calls and a number of letters being sent, but T denied this was the case and only had record of one letter being received.

The Ombudsman required T to terminate C's account from the date of this Provisional Conclusion, without penalty or early termination charges, as a gesture of goodwill. The Ombudsman felt this action was fair because C had not received the appropriate customer service. However, all prior charges remain payable by C, and the Ombudsman required T to provide a written breakdown of the account. This was to be sent with an apology, with the outstanding balance reduced with a credit as a further goodwill gesture.

## **5.0 Cancellation**

### **5.1**

C cancelled both broadband and telephone services with T. There was a delay in cancelling broadband and also a delay in cancelling the telephone service, but this was later found not to be T's fault. C complained to T and T backdated the broadband charges. C remained dissatisfied.

The Ombudsman concluded that T had delayed in cancelling the broadband service, but acknowledged that T had provided credits to C's account, which were fair and reasonable. T was required to confirm in writing what charges were still payable and what credits had been applied to C's account. Once payment had been received from C, T was required to confirm in writing to C that the account had been closed.

### **5.2**

C complained to T about its failure to provide C with the half price line rental that was agreed when C agreed to T's contract. C complained to T in writing a couple of times and eventually decided to cancel the contract. C advised T of this, but instead of honouring C's request, T finally credit C's account. C was not happy with this and again requested cancellation and cancelled the Direct Debit. T then proceeded to block C's phone without notice, and chase C for payment via debt collectors. C eventually paid this amount but then C claimed that T also upgraded C's contract again without C's authorisation. C sent T five letters altogether, including some via recorded delivery. The Ombudsman welcomed T's acceptance and belated credit to C's account but considered this a shortfall in customer service, and also that T should have honoured C's cancellation request, but could see no reason why C should not be pay for fees up to the minimum contract term, services used or non-payment fees. The Ombudsman required T to honour C's cancellation request but waive any remaining termination fee and outstanding balance as a gesture of goodwill, and provide C a PAC to transfer Cs' services. The Ombudsman also required T to offer C an explanation as to C's change in tariff.

### **5.3**

T contacted C to sell its services and C agreed to a three year contract. C later wished to be released from the contract, but T held C to the Terms and Conditions of the contract and warned C that if the service was cancelled, an early termination fee would apply. C cancelled the contract and moved supplier. T pursued C for the termination fee, which C felt was not justified. The contract calls were recorded and supplied by T.

The Ombudsman concluded that C had agreed to the service and was therefore liable to pay T for an early termination fee.

### **5.4**

C was the original account holder of T's account, however this was changed temporarily to a relative. The relative then went abroad and was no longer in contact and C wanted the account changed back to C's name. C made continuous contacts with T over a period of months however T maintained the position that it could not change over an account name unless either the account holder gave authorisation or cancelled the account. This could not happen as the account holder was out of contact, however C continued to dispute the matter. C sent much written correspondence to T as well as payments for the account however T did not always respond and also lost one of the payments, causing debt recovery proceedings to apply. The Ombudsman found that T's policy was a commercial decision to change the account holder's name and this was outside of her remit. However it was apparent that C had made a payment and given T information surrounding this, however T did not act on this, and also failed to respond to C's letters. The Ombudsman suggested that C again submit proof of payment, and once received, T was required to waive that amount from the account, credit the account with a small goodwill payment, offer C an apology and also confirm that neither C nor the account holder's credit rating had been affected.

### **5.5**

C obtained one month free internet trial offer from T. C cancelled via email. T didn't cancel the account as it stated it didn't receive the cancellation. Furthermore T stated that the cancellation should have been made in writing i.e. via normal post. C was not happy as T first agreed to cancel then changed its decision. The Ombudsman examined T's Terms and Conditions and found that although notice to cancel required written cancellation it never stated that it excluded emails. The Ombudsman analysed call records and found that T did advise C that it would cancel the account but later changed its mind. The Ombudsman required T to provide C an apology for not honouring its original decision and a goodwill gesture; and to provide C assurance that it had cleared the outstanding balance of for charges and that the account had now been closed displaying nil balance.

## **5.6**

C subscribed to T's telephone services, but was unhappy and soon after decided to cancel. T failed to cancel the account, despite C contacting the company on several occasions. C also complained that T had charged C for broadband, even though T was not providing the service.

The Ombudsman agreed that T was not providing a broadband service and required T to remove the charges for this. The Ombudsman was also of the opinion that T had ignored C's request to cancel, and therefore required T to backdate the cancellation. T was further required to make a goodwill payment to C.

## **5.7**

C subscribed to T's telephone service. Within the cooling-off period C decided to cancel the account. T however failed to cancel the account properly, and C started to receive bills from T. C complained, and on several occasions was told that the account would be closed. However, T failed to cancel the account on these occasions leading to further bills being produced.

The Ombudsman required T to cancel the account with no amount outstanding and to send C a goodwill payment to recognise the inconvenience caused.

## **5.8**

The Ombudsman notes T says it did not receive any of C's correspondence until it was posted via recorded delivery. Whilst the Ombudsman cannot comment on the postal service the Ombudsman considers that whilst one letter might go astray it is unlikely two letters do so. It is apparent from the evidence provided to the Ombudsman C expressed intention to cancel the account and duly wrote to T in accordance with the terms and conditions of contract.

In the interest of goodwill the Ombudsman considers had T received C's original letter the termination date would have been set 30 days later. The Ombudsman therefore directs T to close the account with effect from this revised closure date. The Ombudsman requires T to recalculate the outstanding balance on the account and maintain the charges up to the revised closure date and waive the remaining outstanding balance on the account. The Ombudsman directs T to write to C to confirm the account is closed.

## **5.9**

C contacted T to advise of a house move and to close the account. C maintains that T advised that a credit refund was due and that this would be sent within twenty eight days. C added that numerous promises were made by T's staff to refund the credit owed and this was not actioned. C stated that upon complaining to T no response was

received to sent correspondence and promised call backs were not actioned. T did not respond to the Ombudsman.

The Ombudsman believed it was clear that C had been inconvenienced greatly in attempting to resolve the complaint with T. The Ombudsman noted the numerous contacts made to T and the time period involved and endured by C. C provided the Ombudsman with correspondence sent to T that it failed to respond to. This is a shortfall in service and customer service on the part of T.

Therefore, keeping in mind the credit owed to C, T was required to offer C a payment, by cheque, which covers the credit owed and a further goodwill gesture payment for the overall poor experiences, along with a letter of apology as full and final settlement of the complaint. T should also confirm in writing to C that the account is fully closed.

### **5.10**

C contacted T in order to cancel T's service as C was moving abroad. However C continued to receive bills and demands for money, despite repeating the cancellation request. C continued to receive more bills and this eventually escalated to C receiving demands for payment, which C made in order to protect C's credit rating. C wrote five letters of complaint to T but without reply. The Ombudsman found that T had received C's cancellation request but that this had not been actioned due to an error. T proposed a resolution and the Ombudsman welcomed this, but required T to confirm the closure of C's account with zero balance, provide C a written apology and confirm C's credit rating, and also provide C with a goodwill payment that covered the whole inconvenience and shortfall in customer service, and overpayments that C had made.

### **5.11**

T had acknowledged that C had cancelled T's account due to transferring to another Service Provider (SP) yet T continued to take request payments every month. C cancelled C's payment method, but this led to C receiving reminders and finally a threatening debt collection letter. C made many contacts with T through via phone, email and in writing including one via recorded delivery, yet C's account remained open and C received no response. T stated that C did not follow its full cancellation process and although the Ombudsman accepted this, it was apparent that this was outlined precisely in its letter to C when confirming C's decision to transfer. The Ombudsman recommended that this be made clearer in these types of letters. Regarding C's account, T had since closed this and waived any charges incurred after a certain date, but maintained charges for services used up to that date. The Ombudsman welcomed this and was satisfied that charges should remain for services used up to that point, however The Ombudsman also felt that a shortfall in customer service had been received by C. The Ombudsman required T to credit C's account with a small goodwill payment and issue C a bill for any outstanding amount reflecting this credit. Once C had paid this amount, T was to confirm the closure of C's account with zero balance, and also confirm C's credit history.

## **6.0 Carrier Pre-Select**

### **6.1**

T was C's carrier pre-select provider. C contacted T to inform T that C's telephone number had changed and to request a new tariff be applied to the account. T failed to update the account. C therefore was charged for calls by C's line provider. C contacted T. T recorded the new telephone number. However, the tariff was not updated. Therefore C was charged for calls that would have been included under the tariff.

The Ombudsman required T to apply a credit to C's account equivalent to the call charges made by the line provider, the calls that would have been included under the tariff and a goodwill gesture.

### **6.2**

C complained to T about calls not being routed through its CPS service. It seemed apparent that there had been technical problems but T highlighted that C had been made aware how to access the service. C complained to the Ombudsman some time after the service had failed, and this appeared to be because T was chasing an outstanding balance. T stated it believed the dispute was outside of Terms of Reference, but the Ombudsman accepted the case because C had only become aware of the payment being pursued by T. C did not provide any evidence of the disputed instalment payments, and also no proof of letters sent to T when the dispute first occurred. T decided to clear the outstanding balance as a gesture of goodwill.

The Ombudsman accepted that there had been technical problems but felt C had not provided information confirming poor customer service being received or additional costs being incurred, other than the outstanding balance already waived by T. The Ombudsman welcomed the fact that the balance had now been cleared by T as a goodwill gesture, and believed this action had generally resolved the dispute. The Ombudsman required T to provide a breakdown of the account showing there was no outstanding balance and that the service was terminated. This was to be provided with a letter of apology.

### **6.3**

Following C's transfer of service to another provider T continued to charge C for tariff. C asked T to refund the charges as C had made no use of tariff since C's calls were routed via another provider. C also complained that T's call queue system took a long time. Whilst the Ombudsman appreciated C's comments that C spent majority of C's time on hold whilst trying to speak to a T advisor there was no evidence in call records to substantiate this issue. The Ombudsman had no reason to criticise T for not removing the tariff package from C's line from the date of transfer to another provider as there appeared to be no contact from C requesting this. On the balance of evidence available the Ombudsman recommended C to accept T's proposal to amend the charges on the latest bill to reflect the charges associated with the lowest package.

## **8.0 Customer Service**

### **8.1**

C registered for a service with T. C complained that the service stopped working and T investigated the matter. C was dissatisfied with the level of technical assistance and asked to cancel. T failed to respond to C's request although it had acknowledged its errors internally. C asked for a refund of payments made but T only made a partial refund because the service had been used for a period. T then notified C that the service would be cancelled if it could not be restored.

The Ombudsman was of the opinion that the technical assistance offered by T was satisfactory and that reasons given for the loss of service were appropriate. However, it was clear that there had been a shortfall in service in respect of the response to written complaints and T was required to resolve this. The Ombudsman required T to issue a written apology for the shortfall and cancel the service without penalty. T was not required to refund the payments made but a goodwill payment for the poor service was required.

### **8.2**

C complained that T withdrew a service without prior notice and for no obvious reason. A replacement service was arranged but the engineer refused installation as the service could not be provided to a business premises. C complained that the service had been available before but T had taken a commercial decision regarding this. C complained further to T but T failed to return calls or respond to letters. The Ombudsman was of the opinion that T had not been obliged to provide the service but some notice of its withdrawal should have been provided.

The Ombudsman was also of the opinion that T should have responded to C's letters and calls and considered this to be evidence of a poor standard of customer service. T was required to issue a written apology to T which included details of its decision to cease provision to business premises. In addition to this, T was required to provide a goodwill credit to C's account, which was to be issued by cheque in the event that this left a credit balance on the account.

### **8.3**

C claimed to have written to T requesting disconnection of television services but not telephone lines. T claimed that C had made a request for disconnection of all services. The telephone service was subsequently disconnected. T's records did indicate that it received C's letter almost a month after it was sent and a matter of days after the telephone call but took no action on it. The Ombudsman found that failing to check C's requests at this stage amounted to poor customer service especially in light of T's terms and conditions that stated any termination request required one month's notice in writing. C claimed the second line was never reconnected. T claimed it had been reconnected after about a month. However, as T's records did not indicate that the second line had

been reconnected, the Ombudsman found that it had not. C claimed to have written to T on at least three occasions but not to have received a written response. T did not dispute this. The Ombudsman found this to be poor customer service. C requested damages to cover the cost of a mobile telephone bill for the period that C's line was disconnected but as T had already made a payment towards this, the Ombudsman found that this was sufficient. The Ombudsman required T to waive the line rental for the second line from the day it was disconnected. The Ombudsman also required T to write to C apologising for the poor customer service C had received and to pay C a small sum as a gesture of goodwill to reflect this.

#### **8.4**

C requested a service from T but experienced connection problems. T issued several replacements for the equipment but the service could not be provided. C complained to T on numerous occasions but the issue was not resolved. T requested that C cease contact whilst the problem was investigated but C heard nothing more from T.

T advised the Ombudsman that the problems were due to C's failure to identify that the system did not meet T's minimum requirements. However, T also accepted that this should have been identified sooner. T cancelled the account and also refunded all charges to C. The Ombudsman was satisfied that this action was appropriate but also required T to issue a further credit for the shortfall in customer service.

#### **8.5**

C requested a telephone service from T, but T failed to provide the service as requested. C complained to T, but T failed to respond to C's complaint. The Ombudsman concluded that, on the evidence provided, T's offer to close the account and provide a C with a credit was fair and reasonable in this case. T was required to write to C with confirmation of the credit, that the account had been closed and to apologise for any inconvenience caused.

#### **8.6**

C contacted T to inform the company of C's partners death and to ask if a service that had been available on the late partners business account be transferred to C's home account. T advised that the full CPS service would be necessary which C declined. T then added the outstanding balance of T's business account to C's bill and demanded payment. C refused to pay the outstanding bill as it should have been paid by the estate but continued to receive demands. The Ombudsman concluded that T had provided C with a poor service and required T to provide C with a goodwill credit. T was also required to provide C with a revised bill for the late partners estate.

### **8.7**

C purchased a mobile phone from T, but returned it under the money back guarantee scheme. T failed to cancel the account and C received several months of poor customer service. The Ombudsman concluded that C had received a poor service from T and required T to provide C with a goodwill payment for the delay in resolving the matter and for the stress and inconvenience caused.

### **8.8**

C requested to cancel the service with T, but T failed to produce a correct final bill. C complained, but T failed to respond. The Ombudsman concluded that T had caused some delay in resolving this matter and required T to provide C with a small goodwill gesture.

### **8.9**

C agreed to T's service as C was informed that it would be cheaper and that C would not have to deal with overseas call centres, but this was not the case. C complained to T, but T failed to respond. C requested information from T, but T failed to provide the information. The Ombudsman concluded that T should fully respond to C's requests and complaints. T was required to offer C a goodwill payment.

### **8.10**

C complained that T continued to charge for a service after cancellation. T failed to respond to several letters and therefore C requested to cancel the full service. T cancelled the service as requested but did not respond to C's complaint. C then complained that T had continued to charge for the service after cancellation.

The Ombudsman noted that there had been a shortfall in customer service and required T to issue a written apology. The Ombudsman had not received any evidence from T to suggest that the charges were valid for the first part of the complaint although the Ombudsman noted that C had misunderstood the final service charge, which was a credit to the account. The Ombudsman required T to apply a credit to the account for the full outstanding balance as a gesture of goodwill for the shortfall in service. T was also required to provide confirmation that the account had been cancelled with a zero balance.

### **8.11**

C introduced a new customer to T and was entitled to a promotional offer of store vouchers. T did not send C the vouchers. C chased the matter up but still did not receive the vouchers. C then complained to T about this but T did not then respond to the complaint.

T informed The Ombudsman that it had now addressed the issue of the vouchers and had made a small increase in their value as a gesture of apology.

The Ombudsman concluded that T should have sent the vouchers to C earlier and should have properly dealt with the letters of complaint. The Ombudsman concluded that an increase in vouchers was sufficient to recognise the delay in the process but T must also send a letter of apology to C for not dealing with the matter earlier and for not responding to C's complaints.

### **8.12**

T provided C with a digital television package that was properly cancelled by C with the required notice period. C continued to receive bills and complained by telephone to T on a number of occasions with the assurance that the service would be cancelled. The equipment was collected but C continued to receive bills for the cancelled service. On complaining to T, C was advised that the service hadn't been cancelled but that steps would be taken to do so. C still received bills and correspondence from T's credit control department along with a debt enforcement notice. C complained in writing and T stated that the outstanding balance would be cleared and that a written apology would be made. The Ombudsman considered that C should not have received the bills or the debt recovery notice and that T had failed to provide suitable customer care. The Ombudsman was not content with the offer made by T of clearing the outstanding balance since that amount was not properly due and the Ombudsman required T to make a goodwill gesture and provide the written apology. The Ombudsman also required T to ensure that C would not have any credit rating adversely affected by the incident and to demonstrate this to C.

### **8.13**

C gave T of the intention to cancel its service at the end of the minimum contract period. These instructions were both verbal and in writing. Six months later C received a bill for the previous six month period as T had not cancelled the service. Letters were sent to T explaining the situation but T failed to respond and continued to increase the balance owing on the account. There was no indication that there had been any use on the account during the disputed period.

The Ombudsman required T to cancel the account in accordance with the instructions and to waive the debt. In addition it was to apologise for poor customer service and provide a small goodwill gesture.

### **8.14**

The Ombudsman considers C experienced a shortfall in customer service. T accepts that due to an error on its customer management system, C's line went live despite their request to remain with their current provider. In recognition of this, the Ombudsman accepts T has already waived all the charges on C's account for both line rental and any calls that were made. In addition the Ombudsman welcomes T's goodwill offer for any

inconvenience it has caused along with a letter of apology and considers it a satisfactory settlement to this complaint.

### **8.15**

C disputed an overpayment and T accepted the error. The payment was refunded. C requested a downgrade of the service but T cancelled the account in error. Attempts were made to rectify the error but C complained that the unique account details had been lost. Information provided by T suggested that a satisfactory resolution had been offered but declined by C. T also provided information to support its actions. C requested to cancel the account and T advised that a fee would apply.

The Ombudsman was satisfied that the account had been closed in error and was of the opinion that the offers made by T had been appropriate. The termination fee applied to the account was considered to be valid and the Ombudsman could see no reason why C should not pay the fee. T was required to issue a letter of apology for the error and contact C to determine if the offer of a goodwill payment was to be accepted.

## **11.0 Disconnection**

### **11.1**

C was receiving a BB service from T and advised T of an impending change of address. T advised C that C would be unable to receive such services at the new address. C cancelled the service agreement within the terms of the contract.

T provided C with a cancellation of service date and a date for the collection of equipment. Due to administrative errors T did not cancel the service on the due date nor did T recover the equipment. C continued to be billed for the service and over a six month period C repeatedly contacted T asking for confirmation of the cancellation and closure of the account.

T informed the Ombudsman that it accepted the claims of C, credits had been applied to the account in respect of payments due after the cancellation date, and C was entitled to a small refund from the account. T also wished to apologise to C for the difficulties caused.

The Ombudsman concluded that T must close C's account as soon as possible and inform C in writing when this had been done. T must arrange the refund to be paid to C as soon as possible and must make small gesture of goodwill and send a letter of apology to C for customer care failings.

### **11.2**

C transferred a service to T but found that the line was blocked. T explained that another supplier provided the line. C contacted the supplier and was told to route calls differently. C then complained that the alternative supplier had charged for calls. T

applied a credit for the difference in call charges but advised that no action could be taken in respect of the line block. C complained to T in writing but T failed to respond promptly. C cancelled the account with T and T credited all charges to the account as a gesture of goodwill.

The Ombudsman was of the opinion that T had acted generously in crediting the charges for calls that had been knowingly routed through another provider. The Ombudsman was also satisfied that T had addressed its shortfall in customer service. T was required to provide a written apology and issue the credit balance to C. No additional credits were required and C was advised to seek assistance from the line provider for removal of the block.

### **11.3**

C contacted T about continued charging after C had cancelled the account. T failed to respond and C was disconnection for no payment.

The Ombudsman concluded that, on the evidence provided, T had provided C with a poor service and T was required to recalculate its bills. T was also required to refund one month's package charges for failing to respond to C's correspondence.

### **11.4**

C requested to cancel the television service from T, but T delayed in actioning the request. T investigated the complaint and cleared and closed C's account. The Ombudsman concluded that T had taken reasonable steps to resolve C's complaint. T was required to confirm in writing to C that the account had been cleared and closed.

### **11.5**

T provided C with a service package. C telephoned T to cancel the agreement but was notified by T that this could not be done until expiration of the twelve month agreement period. C then wrote a letter to cancel the services immediately one month later on the basis that the services had been downgraded and could only be accessed sometimes. C paid outstanding charges on the account and notified T that no further payments would be made. C spoke to T's advisors and was told that the cancellation letter had been received but that the agreement could not be cancelled until the end of the twelve months. After this time C was sent a further bill containing charges for services after this date and so complained to T. T agreed to cancel the services but not backdate to the end of the twelve month period. C also stated that when telephoning T a number of advisors had been spoken to and holds of up to an hour had been experienced.

The Ombudsman considered that the agreement should have been terminated on expiration of the term of agreement and that charges after this date should be refunded to C's account. The Ombudsman considered that T had exercised the right to downgrade the services for non payment of bills under its terms and conditions and that C was fully aware and had acknowledged that the service agreement could not be cancelled until

the twelve month period ended. C could not cancel the service by reason that it had been downgraded and therefore C was responsible for the charges to the expiration date. C had experienced inadequacy in T's customer services and a small goodwill payment was to be credited to C's account and a letter of apology for the failure to be written to C.

#### **11.6**

C contacted T to request to cancel all services. T failed to deal with C's request and C continued to receive bills. C complained in writing and verbally, but T failed to resolve the matter. The Ombudsman concluded that T had provided C with a poor service and required T to provide C with a goodwill payment and a letter to confirm that the account had been cleared and closed.

#### **11.7**

C contacted T to cancel the services upon moving house. C did not receive a response from T and continued to receive billing as a result. C stated that a poor response to the complaint correspondence was received from T. T did not respond to the Ombudsman. It was clear that on attempting to cancel the service in the normal way that C's request was not acknowledged by T and therefore not acted upon. The Ombudsman considered this to be a shortfall in service by T. The Ombudsman was also satisfied that C did not receive an appropriate response to the complaint correspondence and continued to receive invoices for services that were no longer received. This was noted as being a real inconvenience to C and constituted a shortfall in customer service. Therefore, the Ombudsman believed to bring this issue to a close that T clear C's account balance to nil and offer a goodwill gesture payment, by cheque, for the overall poor experiences along with a letter of apology. T should ensure that C does not receive any billing in the future and contact its collection agents to cease chasing C for payment. T should additionally confirm in writing to C that no adverse information will be sent to any credit reference agency as a result of this episode.

#### **11.8**

C provided T with a written request to disconnect a service. T failed to deal with C's request, although this was completed at a later date. T continued to bill C for the service and C complained. T failed to respond to C's letters. The Ombudsman concluded that C had received a poor customer service from T and required T to confirm in writing that the account had been cleared and closed. T was also required to provide C with a goodwill payment for poor customer service.

#### **11.9**

Following the cancellation of a television service provided by T, C continued to receive bills for this service for some months. C kept a telephone service with T. Bills were received by C for both the discontinued television service and for the telephone service.

C believed that the bills for the telephone service were being paid by a direct debit facility but this had not been activated with T. The telephone service was restricted due to none payment and a debt recovery agent sent letters to begin the collection procedure. Following C's complaints the television account was cleared each time and T told the debt recovery agent. C paid the outstanding telephone charges when making a further complaint when C was told that a number of the invoices were for the telephone account that was still being used.

The Ombudsman was of the opinion that T was aware of the ongoing billing for the discontinued television service and that this was unacceptable. A formal written apology was to be made to C for the inconvenience and distress caused, and T was required to make sure that the account was clear. T was to activate the direct debit payment facility for the telephone account and the Ombudsman recommended that C make certain that payments were being taken. T was also required to confirm to C that C's credit rating had not been adversely affected by the incident and to reaffirm T's offer of to C of a goodwill gesture by way of a credit payment into the existing telephone account.

### **11.10**

C requested that T cancel the telephone service. T accepted this request but there was a normal delay before this occurred and the line was transferred. This meant C received an additional unexpected bill which was disputed. T explained that this bill was correct, but further bills were incorrectly produced because of escalating incorrect late payment fees. C acknowledged this point and eventually removed the charges, but admitted C had received poor customer service.

The Ombudsman required T to send a full letter of apology and this was to include written confirmation that the account was closed with a nil balance. She required T to make a goodwill gesture in consideration of the poor customer service. This was to be sent with an additional amount refunding a payment taken from C in error. She also required T to ensure that any adverse credit information was removed, and review the errors that had occurred.

### **11.11**

C contacted T to cancel the telephone service. T requested written confirmation which C said was sent. T did not cancel the account as it did not receive the letter. C complained in writing, but T did not reply. However, T did clear and close the account. C also requested a copy of C's call notes, but T required a fee. C was unhappy to pay a fee for the information.

The Ombudsman concluded that C had received a poor customer service from T. T was required to provide C with a refund for charges paid after the cancellation date. T was also required to provide C with a breakdown of the account. If C required a copy of the call log, C would have to pay the fee and fill in the relevant form.

### **11.12**

C continued to receive billing from T after cancelling all services and paying the outstanding balance in full. This has been acknowledged and accepted by T. The Ombudsman feels that as C as a result of receiving continued billing was inconvenienced and encountered a shortfall in service. C had also attempted to resolve the issue and had sent two letters of complaint via recorded delivery that were not responded to. This equates to a shortfall in customer service on the part of T. T advised that an investigation is currently underway and action has now been taken to prevent any further billing being sent and the Ombudsman finds this action helpful. Therefore, the Ombudsman believes to bring this matter to a close that T should offer C a goodwill gesture payment, by cheque, for the overall poor experiences along with a letter of apology, also confirming that the account is fully closed and that no outstanding balance is left on the account.

### **11.13**

After initially cancelling the telephony agreement with T, C continued to be billed for services. T acknowledged and accepted this error and attempted to resolve the issue by applying two refunds to the account and a further offer of a goodwill gesture payment for the way the complaint was handled. The Ombudsman is encouraged by T's offer. Additionally, C advised that in attempting to resolve the issue several letters of complaint were sent and a vast amount of time was spent telephoning T and awaiting call backs that were not made. The Ombudsman is satisfied that T did not show the level of customer service normally expected and this constitutes a shortfall on its part. Therefore, the Ombudsman concluded that T offer C a goodwill gesture payment in full and final settlement, along with a full apology for the overall poor experiences. T was requested to additionally confirm that the account is fully closed and that no adverse information has been passed to any credit reference agency as a result of this episode.

### **11.14**

C contacted T to cancel an account, but T failed to action the request and continued to charge C. T also took a payment when no money was due. C contacted T to complain and T did provide C with a refund, but still failed to close the account. The Ombudsman concluded that T had provided C with a poor service and required T to offer C a goodwill payment. T was also required to confirm in writing that C's account had been cleared and closed.

### **11.15**

C claims a request was made to cancel the telephony service account. T acknowledged C's request, however state that the first contact from C was at a later date than was given. T explained that the request was actioned, however, due to the outstanding balance on the account it was stopped. With the evidence provided, the Ombudsman cannot find any evidence of the request for cancellation being before the dates given by T. T says that it is prepared to cancel the contract from the date it has given, however

any charges incurred for usage after this date C is accountable for. T would then recalculate the billing after this period, to ensure C is not charged for line rental and to send a full final bill of the recalculated amount detailing exactly why these charges have been applied. The Ombudsman finds this offer by T generous and helpful in the circumstances. T maintains that a vast amount of correspondence was sent to T in attempting firstly cancel the agreement and secondly resolve the complaint. The Ombudsman could not however, find any evidence other than one letter sent to T that was not responded to. However, she believes this to be a shortfall in customer service on the part of T.

Therefore, the Ombudsman believes that to bring this matter to a close that T should maintain its offer to cancel the contract and any charges incurred for usage after this date C is accountable for, to recalculate the billing after this date to ensure C is not charged for line rental and to send a full final bill of the recalculated amount detailing exactly why these charges have been applied. T should also credit C's account with a goodwill gesture payment for the failure to respond to the letter of complaint

### **11.16**

C experienced technical problems with T's service. C requested to disconnect but T failed to take any action. T later cancelled the account and refunded the outstanding balance. C experienced a poor level of customer service.

The Ombudsman was pleased that T had cancelled C's account and refunded the service charges. She was of the opinion that a shortfall in customer service had occurred and T was required to make a nominal goodwill payment. T was required to write a letter of apology.

## **12.0 Disputed Charges**

### **12.1**

C's account was restricted due to non payment. C provided proof to T on three occasions to show that payment had been made. T reactivated the account but in the process asked C to submit evidence on three occasions, didn't apply the promised credits, placed C on an incorrect tariff and restricted C's service on a number of occasions whilst tracing the payment. The Ombudsman required T to provide C an additional goodwill gesture and an apology for a shortfall in customer service levels.

### **12.2**

C cancelled the account with T and settled the account in full. Since this time, despite C's efforts both over the phone and in writing, T continued to issue bills for a service that C no longer received. C was advised that T would add notes to its system but no appropriate action seems to be taken on the strength of these notes.

The Ombudsman considers T failed to provide an adequate level of customer service. She directed T to write to C and confirm the account is closed and cleared of any outstanding charges. She requires it to provide an assurance that C's credit history had not been adversely affected by its actions. She directs T to cease sending bills to C and remove C's contact details from its system to prevent reoccurrence of this situation. She directs T to apologise for its customer service issues and award a goodwill payment for the costs T incurred in seeking resolution to the complaint.

### **12.3**

T began providing C with a telephone service. C usually received calls from a friend who rang the 0800 reverse number and then C would reject the call and telephone the friend back. On changing provider to T, C noticed that there were charges made, that appeared to be for accepting the reverse calls. C stated that these reverse calls were never accepted and the charges shouldn't have been raised. C contacted T to try and resolve the matter but debt recovery action was threatened for non-payment of the telephone bills. The service was disconnected briefly causing inconvenience and distress to C's family. T promised to address the situation and then offered a credit.

The Ombudsman noted that T recognised there had been an error with billing C and so required the account to be fully reviewed with an amended statement to be sent out. A letter of apology was to be sent for the error with a goodwill gesture for the expense and inconvenience caused. T was also to ensure the credit reference for C was cleared of any adverse rating.

### **12.4**

C had a data card from T but T said C's usage was extremely high. C disputed it as their data counter did not reflect the usage T had. T offered C several explanations for why there would be a difference. C continued to dispute the charges and T offered them a credit towards the bill.

The Ombudsman found T's explanations to be reasonable and was pleased with the goodwill credit it had offered. T was required to fulfil its goodwill gesture.

### **12.5**

C complained that C had unwittingly made excess calls in the belief that they would be met by free monthly call time. C said that the situation arose as a result of a billing problem experienced by T and that T had also inflated billing. T agreed that they had a billing problem but C had entered into a contract that covered this eventuality. T had already offered a small gesture of goodwill due to the billing problem before any complaint had been made. The Ombudsman was of the opinion that the contractual arrangements covered the situation, the gesture of goodwill already offered was appropriate, there was no evidence of inflated billing and C was liable to pay for the calls.

## **12.6**

C received a large bill with a large number of fixed fee calls in a short period of time which were contested. No evidence was provided to explain this. T has carried the calls for which it is responsible, but the Ombudsman found C liable for the calls for which they are ultimately responsible.

The Ombudsman recommended that C considers using a call bar.

## **12.7**

C requested T service but it did not begin. T however, started charging from the outset. Despite C making numerous calls and writing to T the service was delayed by several months. C accrued incidental costs during this time that the Ombudsman required T to assist in paying.

The Ombudsman also required T to make a goodwill payment to offset the early charges, when C was unable to use the service and apologise for the delay and inconvenience.

## **12.8**

C lost a SIM card and notified T. T advised that the account was now blacklisted and the service suspended but C then received call charges after that notification. T agreed that this was not best service.

T's records indicated that it had agreed to compensate C for the calls made after C was told that the handset was blacklisted and the SIM card cancelled. The logs did not show any further detail and no opinion had been provided by T in this regard. The Ombudsman requires T to calculate all call charges incurred since the time that the SIM was lost and to credit the account with this amount in order to cancel these charges. Further in relation to the issue of the replacement handset / SIM card not being supplied the Ombudsman required all line rental charges on the account to be credited from the time this line could not be used. Compensation for the poor level of customer services provided was also required to be credited.

## **12.9**

Cs son joined another Internet Service Provider (ISP) on any Anytime account, however C's next monthly telephone bill from T arrived with a large amount of dial up internet related call charges. C contacted T and was advised that it was the other ISP's error and to contact that company. However when C contacted the ISP, C was told it was T's error and to contact it. C then write to both companies and was in regular contact with T who was extremely helpful but unable to resolve the problem. C then received a debt collection letter from T but after contacting it, it placed a hold on the account. The Ombudsman found that she had already investigated this complaint via the ISP and found that it was down to C to change the user dial up number in order to correctly utilise

its package. As a result of not doing this C incurred errors on T's account. The Ombudsman saw no evidence to suggest that T should be liable for the cost of the calls, however she did find that C had received a shortfall in customer service from T with a lack of response to C's written contacts. The Ombudsman required T to credit C's account with goodwill payment.

### **12.10**

C had an account with T via a third party reseller and C contacted T to discuss paying for services C had not asked for. C then did not make any payments to T and claimed that T did not contact C in any way for a period of several months after. C then received a demand for payment from the reseller. C checked the terms of the original agreement and paid this amount, yet C then received another demand from a debt collection agency, on behalf of T. C did not understand this as C thought C had already paid any outstanding balance. C was being chased by two debt recovery agencies for this payment and C contacted T on numerous occasions but to no avail. In this instance the Ombudsman could only look at C's issues with T, as a member company. It was apparent that C had a contract with both T as the service provider, and also the reseller, and that was why C was also being chased for payment by T, as the contract had been stopped prior to the end of contract date. T accepted that upon C's contact with it, it provided C with poor customer service, and also that it made an error in instructing two agencies to recover monies. T made a proposal to C via the Ombudsman and she welcomed this, but considered that the goodwill payment should be increased in light of the problems caused, and the numerous contacts by C. The Ombudsman required T to confirm the closure of C's account with zero balance in writing, offer C a goodwill payment and apology for its shortfall in customer services, and also to confirm to C that no adverse information had been passed to any credit reference agency as a result of this episode.

### **12.11**

C contacted T about internet charges. C remained dissatisfied and wrote letters of complaint to T. T failed to respond.

The Ombudsman concluded that T had failed to respond to C's letters and required T to apply a credit to C's account. C was liable for the remaining balance owed to T.

### **12.12**

C contacted T about charges listed on C's bill. T failed to respond to C's letters.

The Ombudsman concluded that C had been correctly charged by T, but T was required to apply a credit to C's account for failing to respond to C's letters of complaint.

### **12.13**

C contacted T as charges for GPRS data calls were discovered on the account which should have been free on the tariff signed up for. C added that a poor level of customer service was received upon complaining to T. C stated that a refund paid into the account should be received. T stated that a refund a GPRS data calls was credited to C's account and that a normal level of customer service was received by C. Although C was charged for GPRS data calls in the first month of the contract, T upon becoming aware of this error credited this amount back to the account. The Ombudsman is satisfied that this issue was addressed correctly by T. However, as stipulated in the C's terms and conditions, C did not receive a response within its 7 day response period. This is a shortfall in customer service. Therefore, T was required to offer C a goodwill gesture payment for its failure to respond within its 7day response period and the overall experiences in attempting to resolve the billing issue along with a letter of apology. C was accountable for charges outstanding on the account.

### **12.14**

C agreed to a package with T in the belief that it contained a discount rated call to Ireland. C received no bills for months but noticed a higher than usual DD. C contacted T to be advised that there was no discount on the package. C requested a copy of the call recording yet T could not provide this. T offered C a credit to cover the difference in the costs as a gesture of goodwill but C rejected this. C complained in writing and T maintained its offer. C continued to dispute the package claiming C was miss-sold. T did not provide the Ombudsman with a copy of the call recording and it appeared that T had not listened to this. The Ombudsman found that C had agreed to accept the new agreement and therefore was liable for the charges and believed T's offer as fair and reasonable. However the Ombudsman also found that C had suffered a shortfall in customer service as C had to chase T for a period of more than two months for the call recording, before T made its offer. The Ombudsman required T to increase its offer for this reason, again as a gesture of good will.

### **12.15**

C agreed to a service with T but decided to cancel within the cooling-off period. T claimed that the period had expired and refused cancellation. C continued to dispute the service charges and cancelled payment on the account. C wrote to T but was dissatisfied with the response. T offered a goodwill credit but C claimed that this was not applied to the account.

The Ombudsman was of the opinion that T had responded in accordance with its view of the situation and therefore there was no evidence of a shortfall in service. However, she also noted that the request for cancellation was in fact made within the cooling-off period. T was required to cancel the service without charge and ensure that no charges were applied to the account for that service. T was also required to issue a goodwill credit as previously offered. Any remaining charges once the credit had been applied were considered valid and payable by C.

### **12.16**

C had a contract with T to provide cheaper international calls through a carrier pre select service. C complained that C was being charged for calls dialled but not connected and that this had been ongoing since November 2002. C did not complain until November 2004 and emailed in June 2005 followed by a letter in July. T did not reply to C's letter and the Ombudsman was disappointed that T did not provide a case file.

The Ombudsman believed that T charged on connection to the carrier not on connection of the call which is the normal method of charging for carrier pre select services and that C was not entitled to a refund of call charges. The Ombudsman was disappointed that T had failed to reply to C's letter and required T to provide a refund as a goodwill gesture to compensate for the poor customer service.

### **12.17**

C was set up with a new account by T without permission. T recognised this and reimbursed the costs. However, C lost some personal details in the transfer. T refunded costs and made an offer of a goodwill payment.

The Ombudsman decided that T was to improve its offer of goodwill as it was not sufficient and make a formal apology.

### **12.18**

C contacted T in an attempt to stop a series of SMS text messages. C stated T had instructed that "stop" should be texted to two alternative short codes, but this did not work and messages continued for over a month. C did manage to stop the texts, but this was only after contacting the CAB and then ICSTIS for advice. T believes that all relevant information had been provided, but C investigated the matter and highlighted that all other network providers highlighted that "STOP" should have been completed in bold text, and they also provided an alternative contact number that was not suggested by T.

The Ombudsman believed on the balance of probability that T had failed to provide the relevant information and she was disappointed that C had not been referred by T to ICSTIS. On this basis, the Ombudsman required T to waive all disputed call charges after the date C originally contacted T. She also believed that T had failed to provide adequate customer service, and she required T to make a goodwill gesture.

### **12.19**

C contacted T and asked to be connected to its telephone services. C claimed that T had said that this would go ahead the following month but that it took a further four months for the service to be activated. C then realized that T had not taken any payments for the service from C's Direct Debit. C called T and was shocked when T said that a payment would be taken shortly for more than a hundred pounds. C asked for a

payment plan to pay the amount as it was three times the amount expected. T agreed to this but then C found that T had suspended C's service. T reactivated the service but then suspended it again. T had offered C a goodwill gesture but C refused this. C wanted T to honour its Price Savings Guarantee promotion and give C a nominal payment.

From the evidence, it was clear that C was not eligible for the T's Guarantee promotion. However, the Ombudsman was concerned that C had received a very poor level of service from T. T had made billing errors and disconnected C's service without warning or good reason. Although T had apologized to C, the Ombudsman did not consider that the goodwill gesture offered fully reflected the inconvenience caused. The Ombudsman therefore required T to provide C with a further apology and increased goodwill payment. The Ombudsman also asked T to review its automatic suspension process as it appears that some customer's services were being suspended without reason or warning.

### **12.20**

C requested the marker on the line be moved to allow a new ISP to be used. There were delays in moving this marker and this increased the frustrations experienced as well as expense as C had to resort to using an internet café for an extended period. T recognised that there had been confusion and cleared the account balance before removing the marker and releasing the line.

The Ombudsman was of the opinion that the goodwill gesture provided was appropriate.

### **12.21**

C took out a package with T comprising both telephone and broadband services but before the cooling off period was over C informed T that only telephone services were required. T confused the instructions and opened two accounts for C before cancelling the accounts. When trying to confirm the situation C found T's advisors to be confused and ill informed. Having cancelled the DD mandate C discovered that T had reinstated it and collected monies that were not justified.

The Ombudsman found that T had provided poor customer service and required a small goodwill gesture as well as a written apology and confirmation that all accounts were cancelled without penalty. T was also required to provide a full statement of all accounts and to refund any amount in credit.

### **12.22**

C had telephone and broadband services from T. C cancelled the telephone service but continued to be billed and the charges were taken from a direct debit. C eventually cancelled the direct debit and asked to cancel the broadband service. T failed to action the telephone cancellation and failed to refund the charges for the telephone services.

T agreed that the cancellation had been delayed and agreed to credit C's account. C had not contacted the cancellation department to cancel the broadband service.

The Ombudsman found that T failed to process C's cancellation within a reasonable time, continued to deduct payment from the direct debit and failed to process a refund of the charges. The Ombudsman therefore required T to credit all the charges for the telephone service from the date of cancellation, to credit any non-direct debit or failed payment charges if any and to provide a goodwill gesture cheque refund to compensate for the poor customer service.

The Ombudsman also required T to allow C to terminate the broadband contract without penalty if C wished to do so. C had not disputed the broadband charges and was required to pay for the broadband service until C had cancelled that service.

### **12.23**

C purchased a T mobile on the basis that a sum of money would be refunded, and the contract would automatically end after 12 months. C went abroad and stopped using the phone halfway through the contract, and as C heard nothing off T, C was also unaware that T was taking payments for line rental, until C's bank account went in the red. As C was still broad, C authorised C's mother to deal with the matter. C sent many emails to T and then C's mother escalated the complaint by sending letters. Although T did finally action a cancellation request with a PAC, T maintained the charges and would not give any refund. C did waive any outstanding balance as a gesture of goodwill. In this instance the Ombudsman was satisfied that there was no evidence to suggest that C was promised any refund, or that the contract would automatically cancel. This went against T's T and Cs. The Ombudsman considered that T had acted accordingly, both in respect of its contract and customer service, and she welcomed T's decision to close C's account with zero balance. The Ombudsman required no further action from T.

## **14.0 Faults (Equipment)**

### **14.1**

C sent a letter to T as C could not connect to the internet. C then contacted an independent technician to have the handset set up correctly, but T initially refused to refund this payment as it should have been returned for repair free of charge, but then made the payment as a gesture of goodwill. A dispute then occurred over the payment of the contract, and C's phone was restricted because of non-payment. C complained that T had not taken the DD's, but T stated these had been refused. C provided T with clarification that these payments had never been made requested, but T refused to accept this point, and disconnected the service and applied an early termination fee.

The Ombudsman felt it was inappropriate for her to make any recommendations in respect of the technical services, and stated this matter had already been resolved. However, she believed C had demonstrated that T had failed with its duty of care to C,

and should have investigated the payment problems. She felt the documentation provided by C had clarified certain payments had already been taken by T, and that no requests had been refused by C's credit card. On this basis, the Ombudsman required T to make a goodwill payment in respect of the service charges paid, and any customer service issues raised. This was to be sent with a letter of apology and was to include confirmation that the account was closed.

#### **14.2**

C complains that the handset had an intermittent service from the time it was purchased and that T has failed to respond to correspondence and when it has done it has failed to address the issue.

Whilst the Ombudsman understands C's concerns she feels that T has acted appropriately in the circumstances and has tried to respond to C's concerns in a fair and reasonable way. Following a careful review and based on the merits of the case she feels that the goodwill gesture to release C from the termination charge is fair and reasonable. The Ombudsman requires no further action from T and requires C to settle the outstanding balance on the account.

#### **14.3**

C took out insurance for service failure. When equipment became faulty it was returned to T but the service C expected was not forthcoming owing to a misunderstanding. T offered various goodwill gestures in resolution that were rejected by C.

The Ombudsman requested C seriously consider the offers made as she deemed them to be fair. T is also required to allow early contract termination without financial penalty.

#### **14.4**

C entered into a contract with T and claims to have experienced problems from the outset. C wanted to cancel the contract but T requested the opportunity to carry out diagnostic tests and repairs. C refused this and T advised that without the opportunity to carry out diagnostic testing and repairs to the handset, it would cancel the contract only with an early termination fee.

The Ombudsman found that T's request to carry out tests and repairs as necessary was reasonable. In these circumstances, the Ombudsman found that T was entitled to charge an early termination fee. The Ombudsman found that C had poor customer service but was liable to pay. She required T to write to C apologising for failing to reply to two letters and to credit a small sum to C's account as a goodwill gesture to reflect this. She requested that T comes to an arrangement with C to clear the outstanding balance.

#### **14.5**

C had a mobile phone contract with T. C's phone became faulty after 5 months and was returned for repair on two occasions but the fault was not rectified. C refused to accept a replacement phone unless it was a new phone. T would only supply refurbished phones. C refused to send the phone for repair and cancelled the direct debit. T claimed payment for the remainder of the contract period.

T argued that it was acting as agent for the manufacturer in returning the phones for repair and was not liable under the Sale of Goods Act as it had not supplied the phone. The Ombudsman accepted that T was entitled to payment of the outstanding balance. However, the Ombudsman also required T to provide a goodwill gesture of 3 months credit to C if C paid the outstanding balance and returned the phone for replacement to enable C to obtain some benefit from the remainder of the contract.

#### **14.6**

C experienced technical problems with a handset and contacted T to report the faults. T acknowledged C's contact and sent the handset away for repair. C added that upon receipt of the repaired handset the faults continued. C maintained that a poor level of customer service was received from T and that after a request to escalate the complaint, it was refused. T stated that the address details on C's correspondence were not specific to the department concerned and therefore that department did not answer. T refuted not escalating the complaint. From the evidence provided, the Ombudsman was satisfied that C experienced technical difficulties with the handset and this has been compounded by the continuing faults after the handset was returned for repair. The Ombudsman noted T's comments regarding the continued usage on C's account and keeping this in mind, considered that C's request for cancellation is unwarranted. However, this is a shortfall in service on the part of T. C in attempting to resolve the issues had contacted T on numerous occasions and sent letters of complaint. The Ombudsman did not dispute C's attempts to resolve the issue via correspondence but does not believe that T can be held responsible for any lack of response from the department concerned as the address details of the letters were not specifically addressed to that department. The Ombudsman could not find any evidence of any wrong doing by T in regards to C's complaint escalation request and is satisfied that T followed its normal process. Therefore, the Ombudsman believes that T should maintain its offer to replace C's handset and offer a goodwill gesture payment of for the overall poor experiences along with a letter of apology. T should make arrangements to replace the handset as a matter of urgency to reduce any inconvenience to C.

#### **14.7**

C contacted T as technical issues with the mobile handset were encountered. C added that a poor response was received from T upon complaining to the company. T refuted that C had advised it of all the technical problems raised, but acknowledged that the handset was sent for repair on numerous occasions. The Ombudsman was satisfied that C has not received a level of service and customer service normally expected from T. Although, T maintained that it was unaware of C's loss of service and network

coverage problems, C provided the Ombudsman with evidence of the written attempts to address these concerns and that the company, in the Ombudsman's opinion did not do enough to address them. The Ombudsman notes that C's handset has been sent for repair on numerous occasions. Additionally, C has not received a level of customer service normally expected.

The Ombudsman notes the offer made by T to close C's account down and have C pay 50% of the balance owing on the account and would also send a letter of apology for the poor experiences, and finds this offer helpful.

Therefore, in light of C's overall poor experiences and keeping in mind the offer set out by T, that the company is required to clear C's outstanding balance to nil, cancel the contact, without penalty, along with a letter of apology. T should additionally provide Mr Tidy with a PAC number to enable him to retain the original number. T should clarify, in writing to C that the account is fully closed with a nil balance and 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.

#### **14.8**

C contacted T initially about faults with one handset, but C's second handset became faulty as well. C complained to T that both handsets were not repaired and that C had been unable to get T to resolve the complaint. C cancelled both accounts with T, but T chased C for payment and the matter was passed to a debt collection agency. The Ombudsman concluded that T had provided C with a poor customer service. T was required to clear and close both accounts. T was also required to provide C with a written apology, confirmation that the accounts had been cleared and closed and that the debt collection agency had been informed that the matter had been resolved.

#### **14.9**

C encountered technical difficulties with a handset purchased from a retailer. However, on contacting T and being offered its repair process C did not take up this offer and this added to the loss of service. The Ombudsman considers that if the repair process had been entered into when previously offered, that T could have addressed the fault with the handset and reduced any loss of service. The Ombudsman notes that after eventually sending the handset for repair, it was diagnosed that the handset had been damaged by the user. The Ombudsman believes that C should bear some of the responsibility for firstly not sending the handset for repair and the handset fault. Therefore, the Ombudsman cannot find any wrong doing by T in respect to this issue. T offered as a gesture of goodwill, to give C the requested credit of two monthly charges however, would T not be prepared to offer the requested handset without either renewal of the contract, or alternatively a reduced upgrade charge. T additionally agreed to refund the price paid for C's purchased handset, once the handset has been returned. The Ombudsman believes that this offer by T was generous in the circumstances and that C should seriously consider it. C in attempting to resolve the complaint had contacted T on numerous occasions and sent the company complaint correspondence and maintained call backs were promised that was not actioned. The Ombudsman found

it probable that C did not receive the call backs as promised and this was a shortfall in service on the part on T. Therefore, the Ombudsman believes that to bring this matter to a close that T should maintain its offer to give C the requested credit of two monthly charges, offer the requested handset providing the renewal of the contract, or alternatively a reduced upgrade charge and to refund the price paid for the purchased handset, once the handset has been returned along with a goodwill payment for the shortfall in customer service.

#### **14.10**

C experienced an on going fault with the broadband service. T investigated and said that the dialler kept disappearing. Its Technical Support Team recreated a dialler but each time C turned their computer off the dialler disappeared. T recommended C contact the equipment manufacturer and it was still under warranty but C failed to do this. T applied a nominal goodwill gesture to C's account for the cost if the calls they had made to the company. C requested to cancel T's services.

The Ombudsman found T's explanation of the fault that had occurred reasonable. The Ombudsman was of the opinion that T had responded appropriately to C's complaint and assisted them on each occasion they reported a fault. The Ombudsman did not require any further action to be taken by T.

#### **14.11**

C ordered telephone and television services from T. C was unable to access all the television channels and complained to T. T was unable to restore the service for some time but offered a goodwill credit. C was still unhappy with the service and cancelled. C received a bill in March and wrote to T to complain. C did not get any reply but the account was referred to a debt collection agency. C wrote again to complain but did not get any reply and referred the complaint to Otelo.

T advised that it had charged C correctly up to the 30 days notice required and maintained the charges.

The Ombudsman found that the customer service provided by T had been poor and required T to credit the outstanding balance and to write to C to confirm that the account was closed and the balance cleared.

#### **14.12**

C had service with T via a Phone Pal. C said that three Phone Pals were sent and none of them worked as calls were being charged by landline provider. C sent letters to T and called T many times but received no response or promised call backs. T did not provide a case file.

The Ombudsman said that T should refund all charges to C and to send a letter of apology. T was also requested to award C with a nominal goodwill payment.

### **14.13**

C said that a loss of service was experienced from T. T stated that C did not contact it until a further request for additional wiring was made and was not aware of any loss of service. C added that a poor level of customer service was received and a poor response to complaint correspondence. The Ombudsman did not find any evidence of a loss of service for C and therefore could not find any wrong doing by T in relation to this issue. The Ombudsman concluded that C did not receive an appropriate response to the letters of complaint and this constituted a shortfall in customer service. T had previously waived the early termination fee as a goodwill gesture and the Ombudsman considered that this offer covered any shortfall in customer service. Therefore, the Ombudsman required T to write to C confirming that the account is fully closed with no outstanding charges left on the account.

### **14.14**

C's phone became faulty and it was returned for repairs. The faults reoccurred, so C wrote to T to complain, but no response was received from T. C wrote another letter to T, but T failed to reply.

The Ombudsman concluded that T had provided C with two reasonable options to resolve the complaint and therefore required C to contact T to inform them what resolution C would prefer.

### **14.15**

C developed a fault with their service and reported this to T. It took T a long time to rectify the fault as the cable needed to be replaced. T paid C compensation for loss of service but not for the full time C was without the service. C wanted to claim costs they had incurred during the fault but T did not accept liability for these. C experienced a poor level of customer service.

The Ombudsman had noted the credit already applied by T but it appeared not to be for the full period the fault existed. The Ombudsman considered that a shortfall in customer service had occurred in this instance. T was required to recalculate the credit for loss of service and make a nominal goodwill gesture for the shortfall that had occurred. The Ombudsman considered that C should remain responsible for the costs they had incurred.

## **15.0 Faults (Line)**

### **15.1**

The Ombudsman considers C would have experienced Broadband problems with whatever service provider as there was a fault at the exchange. She noted C moved

service providers in June yet was bound by a one-year minimum term contract with T. The Ombudsman considers as C cancelled the service during the minimum T could maintain an early termination fee.

The Ombudsman noted C has been charged the regular monthly tariff since leaving T. She also notes the inconvenience and customer service issues raised by C. In recognition of these issues the Ombudsman directs T to clear C's charges generated since the termination date, refund any payments made since that date, and not to charge C a termination penalty.

## **15.2**

C contacted T as a fault occurred on the telephone line. C added that a poor response was received for T in attempting to resolve the complaint. T acknowledged C's contact and fault experienced. T did not comment regarding a shortfall in customer service. The Ombudsman was satisfied that C has been inconvenienced in attempting to resolve the complaint with T. The Ombudsman noted the attempts made by T to rectify C's technical issues and could find any clear indication other than a genuine attempt was made by its engineers to rectify the fault at C's premises. She notes however, that C remained unhappy with the work carried out by the T's engineers.

As C was not an existing customer of T, the company was unable to carry out a request for an upgrade to 2mb and therefore, this request is unfeasible. The Ombudsman notes the offer previously made by T and finds this action helpful.

Therefore, T was required to offer a goodwill gesture for C's overall poor experiences to date along with a full written apology also confirming that the accounts are fully closed.

## **18.0 Information Disclosure**

### **18.1**

C contacted T on a number of occasions and requested it to supply VAT invoices every month. Although T arranged for the VAT invoices to be sent to C there were problems. T advised the Ombudsman that the problem was logged with its IT department. The Ombudsman required T to provide C with a contact email or telephone number for a representative at T who could arrange for the invoices to be sent monthly until the problem had been resolved by T's IT department

## **19.0 Installation**

### **19.1**

T delayed providing service to C for three months. C contacted T for compensation but was not happy with the offer received. C sent further letters and received a deadlock letter increasing the compensation offer but C remained unhappy.

The records provided by T showed that the installation was delayed due to the need of five new poles. T arranged installation but this was then further delayed due to a local framer claiming that BT was on C's land. It was later confirmed that no one owned the land so T could then go ahead and install the poles and connect the service. T had offered C compensation per its compensation scheme and goodwill for the delays and inconvenience caused.

The Ombudsman said that although there had been a delay in the provision of the service this was not T's fault. The compensation and goodwill already offered was viewed as acceptable and the Ombudsman urged C to accept it.

No further action was required by T.

## **19.2**

C agreed to T's service but T was unable to provision it on the line requested. T applied the service to a different line. C complained that the service had not been provided as agreed. T cancelled the service but applied a termination fee to C's account. The payment was then taken from C's account. C obtained a refund but T continued to bill for the fee. T agreed that it was billed in error and credited back the fee and call charges. C sent further letters requesting compensation but T advised that the credit had been applied and the matter was resolved.

The Ombudsman was satisfied that T had taken the appropriate action in the first instance. However, T had allowed the matter to become protracted and she considered further action necessary. T was required to issue a goodwill payment to C for the delay in resolving the matter and also issue an apology. The Ombudsman noted that the call charges were valid and therefore T's credit for those charges was considered to be an additional goodwill credit.

## **22.0 Internet Connection**

### **22.1**

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

C complained to T about call barring and claimed calls and letters of complaint had gone unanswered. C wanted a small amount of compensation for inconvenience caused by

call barring. T refused but credited C's account with a small amount as a goodwill gesture.

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

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

## **22.2**

C says C contacted T in 2004 to cancel service. C returned from abroad in May 2005 to find the service still active. When C tried to cancel and transfer to another service provider C could not as C owed T money. C said that C did not owe T money.

T said that it had not received a cancellation request. T said service was used heavily throughout until service was suspended for non-payment.

The Ombudsman said that C was liable to pay T for service.

## **24.0 Mis-selling**

### **24.1**

C received a cold call from T. Although C was initially interested in receiving T's service, C decided not to go ahead. However, T started to bill C and C called to complain. T promised to cancel the account, but failed to do so. C received monthly bills and letters demanding payment.

The Ombudsman concluded that, on the evidence provided, T should clear and close the account and an apology should be provided. A small goodwill gesture was also required.

### **24.2**

C was misadvised by a T sales representative. As a result C incurred extra charges via another service provider. T advised the Ombudsman that it was willing to compensate C for the extra charges incurred.

The Ombudsman considered T's proposal to be fair and reasonable and recommended C to accept it. She also required T to provide C an apology and a goodwill payment.

### **24.3**

C stated that T had informed C that C was entitled to send unlimited text messages free for a year. However, C had received a bill with text message charges. T stated that it had no record of giving C information regarding the text message promotion. It stated that the promotion only entitled C to free text messages for three months, and that this information should have been given by the third party retailer who sold the phone. C refused to pay the charges and therefore C's account was restricted. C continued to complain, but T refused to waive the charges.

The Ombudsman concluded that there was no evidence available to support C's claim T had misadvised C of the promotion. The Ombudsman was satisfied that T's customer contact log notes appeared to record several of C's discussions with T, but no reference to the text message promotion was made. Therefore, she was of the opinion that T was entitled to maintain the text message charges to C. As C had not paid the charges T was entitled to restrict C's services. T was required to cancel the contract as of the end of the minimum contract period, as C had indicated around this time that C no longer wished to be a customer, but the account had not been closed.

### **24.4**

C purchased a phone from what C thought was T's website. C complained that T had not explained that C was entering a twelve-month contract or the price of the tariff. C also did not receive the required documentation. T informed C that the mobile phone had been purchased from an independent retailer, and that it was that company's responsibility to explain the tariff. C explained that C had experienced reception problems, and therefore C should be entitled to cancel C's contract. T responded by stating that although C had experienced problems, T had resolved those problems.

The Ombudsman agreed that T should not be held responsible for problems caused by a retailer. C was advised to complain to the retailer. The Ombudsman was also of the opinion that T did not guarantee a fault free service and had taken appropriate action to resolve the problems C had experienced in a timely manner. T was required to make a goodwill payment to C in recognition of some customer service issues raised.

### **24.5**

C received a call from T, offering T's telephone services to C's business. C stated that C asked for information only, and did not agree to a contract. T stated that C had entered into a contract. T transferred C telephone services. C transferred them back. T stated this was a breach of contract and therefore charged C an early termination fee.

The Ombudsman listened to a recording of the sales call submitted by T. It was clear from the recording that C had agreed to a contract with T. C had breached the contract

by transferring the service during the minimum contract term. Under the contract, T was entitled to charge an early termination fee. The Ombudsman considered that T had acted appropriately and therefore she required no further action.

## **24.6**

C's husband took a call from a T sales representative and agreed for T to send details of its prices but instead of this C received a letter to advise C would be changing over to T, despite receiving confirmation from C's current SP that this would not happen. Although C was the account holder with the other SP, T would not deal with C as C's husband was now the named account holder. C pursued the complaint has sent T three letters of complaint but received no reply, only demands for payment. The Ombudsman found that T had since stopped using the sales company in question, and agreed to cancel C's account, refund any payments taken to date and also waive the outstanding balance. The Ombudsman welcomed this but as it was unclear whether or not C had been advised of this, she required T to confirm its actions in writing and also provide C with an apology for any shortfall in customer service received and ensure that C's details were removed from T's systems.

## **27.0 Number Porting**

### **27.1**

C lost service availability when out of the country. C found this was due to T using C's number again for a new user. After C complained and requested a large compensation payment the number was reinstated.

The Ombudsman found that T had provided poor customer service and required it to make an apology and goodwill gesture.

### **27.2**

C complained there had been a problem with porting a number when C first bought a telephone and services from T. T conceded that this had happened and had resolved this particular issue at the time. The Ombudsman found the solution at the time to be satisfactory. C also complained about being given inaccurate information about when C was entitled to an upgrade. T conceded there had been some confusion. This seemed to have stemmed from the resolution to the initial problem of porting the number. The Ombudsman found that C had not received the level of customer service C was entitled to expect. C claimed to have sent an email and a letter to T about the issue. T did not have a record of receiving either and maintained that it sent automated responses to emails and that if C had not received one C must have sent the email to an incorrect address. T did not comment on not responding to C's letter. The Ombudsman found that this amounted to poor customer service. C requested a refund of the purchase price of the handset. T pointed out that it was subsidised at the point of purchase

because of the services C took. It reported that C had kept the handset even though C had now ported to a new network and therefore felt a refund would not be appropriate. The Ombudsman agreed on this point. She required T to write to C apologising for the confusion about when C was entitled to upgrade and for the poor customer service C had received. She also required T to pay C a small sum as a goodwill gesture to reflect this.

### **27.3**

C after making numerous requests to port new telephone numbers over the old ones encountered issues with billing, changes to the tariff and was ultimately overcharged as a result. The Ombudsman notes that C does not seem to have been advised accordingly in respect to the changes to the tariff after the request for a change in subscription. This has shown to be a great inconvenience to C and the Ombudsman believes it to be a shortfall in service on the part of T. C has specified a specific amount for the overall sum of the overcharge. On inspection of the evidence provided, the Ombudsman has calculated the evidence provided by C and found the sum given differs slightly. C in attempting to resolve the complaint had sent T numerous letters of complaint and provided evidence of the stated letters. As T did not make comment on this issue, the Ombudsman found it probable that C did not receive a response to the correspondence nor an appropriate level of customer service normally expected from T. Therefore, the Ombudsman believes to bring this matter to a close and keeping in mind the differing overcharge sum equated, that T should offer C a goodwill gesture payment as full and final settlement of the complaint along with a letter of apology. T should additionally make contact with C to discuss an appropriate tariff for C's needs.

## **28.0 Payments**

### **28.1**

C maintained that T was advised of the change of bank details, but continued to take payment. T refuted ever receiving notification of the change of details. The Ombudsman concluded that on the balance of evidence presented to her that T was not notified and therefore was unaware of any change to C's bank details. Therefore, the Ombudsman cannot find any evidence of any wrong doing by T in relation to this specific issue. C in attempting to resolve the issue contacted T on numerous occasions and stated a complaint letter and email was sent to T. Although, C did not present evidence of the stated correspondence, the Ombudsman was satisfied that C did receive the normal level of customer service normally expected by T and this constituted a shortfall on the companies part. C had additionally not received billing and this was accepted by T. The Ombudsman believes that although C should have made more of an attempt to contact T, billing should have been received and this was a shortfall in service on its part. Therefore, the Ombudsman believes to bring this issue to a close that T should offer C a goodwill gesture payment for the overall poor experiences along with a letter of apology. T if it has not already done so, should provide C with the requested billing.

## **28.2**

C paid for their service from T using a credit card which expired some considerable time ago. Following the passage of several months an invoice was delivered by T for a large amount. C argued that this amount was not due as it was assumed that this service had been cancelled as alternative arrangements had not been made by it for invoice collection. Attempts were made to argue that the service had properly been credited however it was decided that this was contradicted by the supporting documentation provided and by comments made within the complaint. T had provided a reasonable goodwill gesture credit however C had expressed dissatisfaction with it.

The Ombudsman decided that the credit provided was reasonable and sufficient and that C should be supplied with a full and detailed account to consider and then settle. T was also required to review its billing processes to ensure that this problem was not repeated in the future.

## **28.3**

C was a customer of T but began to experience payment problems with T failing to collect payment by Direct Debit (DD) and also C's Debit Card taking longer than expected to process. This happened over several months leading to C having outstanding payments and also C's line restricted. Although T would credit C every month, the problems would continue. C began to complain in writing and also sent T proof of payment, but C's service was disconnected again until T verified this. C escalated the complaint and T eventually offered C a reduced tariff for three months as well as a credit to C's account. The Ombudsman welcomed the said credits however due to the length of the complaint and the overall customer service and inconvenience experienced by C, the Ombudsman required T to credit Cs account with a further small goodwill payment, and provide C an apology for this and an explanation as to why the C experience payment problems. It was clear that C wanted to make a payment and that no active DD was in place, therefore the Ombudsman also required T to contact C in order to set up an active DD for future payments.

## **29.0 Premium Rate Services**

### **29.1**

C complained to T about premium rate service (PRS) charges billed. T investigated the charges and advised that they were valid and had been accessed via C's computer. C initially refused payment pending the outcome of the investigation but then refused to pay the balance once the charges had been confirmed. T disconnected the service but failed to reconnect it when C made full payment. C considered T's assistance to be less than satisfactory and T applied a credit as a gesture of goodwill.

The Ombudsman was satisfied that the charges had been raised correctly and there was no indication that T could have taken any action in respect of the charges. The calls

were infrequent and relatively low and would not have been identified as unusual. However, the Ombudsman was satisfied that T should have reconnected the service once payment was made. T was required to issue a written apology to C for the shortfall in service and also apply a small credit as a gesture of goodwill.

## **29.2**

C disputing national rate rogue dialler calls with T. C not happy with T's response and felt that T had not warned C how to prevent this situation.

T said that the calls were due to C's equipment downloading a virus which then changed the Internet dial up number. T said no fault could be found and so C is liable to pay T.

The Ombudsman said that C was liable to pay T for the disputed calls. T had informed its customers of the problem by sending emails and information with bills so the Ombudsman saw no shortfall in customer service. No further action was required by T.

## **29.3**

C contacted two Premium Rate Service (PRS) competition lines linked to TV shows. However, this led to C being affected by a PRS scam, which generated several very short calls lasting seconds. Each call was charged and led to C receiving a very large telephone bill from T. T maintained the charges, as the calls had been requested, but C remained dissatisfied and complained. T delayed in responding to C's complaint and T provided a goodwill credit for the delay. T also offered a payment plan to spread the cost of the disputed calls, but C felt that the offer was not acceptable.

The Ombudsman concluded that C was liable for the cost of the disputed PRS call charges and that the payment plan offered by T was reasonable. As T had provided a credit for the delaying in responding to C's complaint, no further compensation was required. The Ombudsman suggested that C pursue the company responsible for the PRS number for a refund. C had already written to the company, but no response had been received.

## **32.0 Refunds**

### **32.1**

C cancelled service with T and was due a rental refund. C contacted T on numerous occasions but received no refund. C sent a letter to T but received no written response.

T said that there had been a problem with the date that C had transferred service from T. This is an industry problem which is being investigated. T offered to refund C with all rental charged and a nominal goodwill payment.

The Ombudsman said that C had received poor customer service from T but the refund of all rentals and the nominal goodwill gesture were viewed as an acceptable response. The Ombudsman required T to send C a letter of apology plus the refund of rental and nominal goodwill payment.

## **34.0 Service Transfer**

### **34.1**

T contacted C with a view to transferring the telephone service. C refused and said that it would review T's terms and conditions and DD mandate before accepting the offer. On the balance of evidence available there was insufficient evidence to establish whether C agreed to T's service. Whilst the Ombudsman appreciated that C would be unable to provide this sort of evidence T had not submitted the original call records or evidence to prove that C agreed to T's service. Nevertheless, there was an indication that C may have been sent a welcome pack and a letter by T in relation to the transfer. Furthermore, the fixed telephone line company would have also sent C a letter advising it of the transfer. The Ombudsman welcomed T's offer and recommended that C accepted it. C was expected to pay T the remainder of the outstanding balance on the account.

### **34.2**

C requested the transfer of a service to a new business address. However, the service was not available from the date of transfer. C requested compensation for the loss of business and for the poor customer service. T accepted that the service had not been available after transfer and that there had been some customer service issues. Therefore the charges were refunded and C was not held to term after the cancellation request. However, T explained that the service provided was for residential use and C had not paid the associated premiums for business use. T rejected C's request for compensation.

The Ombudsman was satisfied that T had addressed the customer service issues and she felt that the cancellation of the contract without penalty was reasonable. The Ombudsman noted that C had not paid for business use and therefore she agreed that compensation was not due. No further action was required of T.

### **34.3**

Based on the evidence made available to her, the Ombudsman considers it likely that C cancelled the order for line rental within the fourteen day cooling off period but notes C was happy to continue with the CPS service. However, T states it took over the line rental from 28 April to 10 May. C says the original service provider confirmed it had possession of the line since March. T imposed an early termination fee and late payment charges to the account.

The Ombudsman concludes T was incorrect to transfer the line rental to its service and directs T to refund any monies C paid for that service. She welcomes T's offer to remove the early termination fee and directs it to remove any late payment charges on the account in goodwill.

The Ombudsman acknowledges C's request to remain with T for CPS, and considers T is correct to maintain call charges on the account.

The Ombudsman concludes C suffered from a shortfall in customer service at times on this case. C incurred costs and inconvenience when trying to seek resolution to the complaint. In recognition of the customer service issues raised on this case the Ombudsman directs T to make a goodwill payment by way of an apology.

#### **34.4**

C was due to change address and contacted T to transfer the telephone and broadband service, however C's telephone line was connected but the broadband was not. C tried to resolve this situation over the telephone and also via email but found frustration with T's handling of the situation and therefore C wrote to T's registered office. C was offered resolution in a response but maintains that subsequent T emails contradicted this, and that the promised credits were not put in place and C's bank account was debited for an incorrect amount. Then C received a bill from T that C did not understand, so C wrote again to T on a few occasions disputing the charges, but received no response. There was then a three month period of silence when C felt that the matter may have been resolved however C then received a call from T advising that C still owed it the disputed amount. C contacted Otelco and was advised to escalate the complaint, as per T's internal complaints process. C did this via recorded delivery and received a response, but C still did not understand what C owed T and why. The Ombudsman found that initially C had received a shortfall in customer service from T regarding the transfer of C's services, however she considered that T had provided adequate recompense for this. Regarding the disputed charges, the Ombudsman was of the opinion that C raised another issue with T on several occasions but T did not respond for almost nine months. The Ombudsman required T to credit C's account with a small goodwill payment and also provide C an explanation as to the outstanding balance and how this has been reached (including said credit).

#### **34.5**

C requested to transfer their calls to another provider but they continued to be charged for calls through T. C cancelled T's account and disputed the outstanding balance. T offered to credit the outstanding account balance as a gesture of goodwill.

It remained inconclusive as to why C's call service was not transferred. Although the Ombudsman believed that C should remain responsible for the call charges she welcomed T's offer to credit the outstanding balance. The Ombudsman required T to apply a credit to C's account to cover the outstanding account balance.

## **36.0 Tariffs**

### **36.1**

C was in a contractual arrangement for some years with T for mobile phone services. T sent material to T recommending a particular service plan for C's usage. C ascertained that C would benefit more from a pay-as-u go arrangement and complained to T that C had been miss-led and this amounted to fraud as Pay-as-u go would have best suited C's needs. C also complained about the organisational structure of T that brought about the miss-leading information.

T said that the two arrangements of contract and pay-as-u go were separate and C had not been mis-led as C had been provided with the best plan that suited C's contractual needs. It was up to C to consider whether another arrangement such as pay-as-u go was more suitable than a contractual arrangement.

The Ombudsman agreed with T and commented that she was unable to direct a company about its operational set up. T concluded that T need not take any further action.

### **36.2**

C asked T for to change the tariff on C's mobile phone account as C intended to use the phone more in future. T recommended a new tariff. C subsequently received several bills. The bills were higher than C expected. C complained that T had recommended the wrong tariff. T agreed, and recalculated the account on the basis of a tariff it considered would have been appropriate. C continued to complain, stating there was another tariff more appropriate, and that C's account should be recalculated on that tariff.

The Ombudsman considered that at the time of the recommendation, the tariff T had used to recalculate the account was appropriate on the basis of the information available to T. C was using the benefit of hindsight to suggest the tariff C felt appropriate. Therefore, no further action was required.

### **36.3**

C received a telesales call from T and agreed to transfer telephone services. C did agree to a transfer once she had been informed who the company was on the understanding that calls to 0870 and 0845 numbers would be included in the package. C received bill and found they had been charged for the 0845 and 0870 numbers and rang to complain. C made numerous telephone calls and wrote to T. C transferred service back to original provider. T agreed to refund all monies paid but C did not receive the refund.

The Ombudsman found that T's customer service was unsatisfactory in that it failed to return calls and did not send a full reply to C's complaint for over two months.

However, the Ombudsman accepted that T's offer to refund all monies paid was fair and reasonable compensation for the poor customer service. The Ombudsman required T to ensure that C had received the refund through the bank transfer or to issue a cheque refund within 14 days.

The Ombudsman also advised T to ensure that its telesales staff did not give the impression that they were calling from BT.

## **38.0 Terms and Conditions of Contract**

### **38.1**

The Ombudsman accepts T has been unable to provide C with a ring back service due to technical difficulties beyond its control. The Ombudsman notes C wanted T to provide him with services as it stated in its advertising material, however, she concludes it did explain it could not guarantee this in its terms and conditions of service.

The Ombudsman considers C suffered from a shortfall in service at times and in recognition of this T offered an additional goodwill gesture by way of an apology. The Ombudsman accepts this offer as equitable.