

Table of Contents

1.0	Auto Diallers
2.0	Billing
3.0	Broadband
4.0	Call Limit
5.0	Cancellation
6.0	Carrier Pre-Select
7.0	Credit Control
8.0	Customer Service
9.0	Direct Debit
10.0	Directory Listing
11.0	Disconnection
12.0	Disputed Charges
13.0	Equipment
14.0	Faults (Equipment)
15.0	Faults (Line)
16.0	Financial Loss
17.0	Fraud
18.0	Information Disclosure
19.0	Installation
20.0	International Call Charges
21.0	International Roaming
22.0	Internet Connection
23.0	Itemisation
24.0	Mis-selling
25.0	Network Coverage
26.0	Nuisance Calls
27.0	Number Porting
28.0	Payments
29.0	Premium Rate Services
30.0	Privacy
31.0	Reconnection
32.0	Refunds
33.0	Security
34.0	Service Transfer
35.0	Stolen/Lost
36.0	Tariffs
37.0	Technical Support
38.0	Terms and Conditions
39.0	Text Messages (SMS)
40.0	Wireless Access Protocol (WAP)

1.0 Auto Diallers

1.1

C complained to T about Premium Rate Service numbers on the account whilst C was away from home. C complained that T had disconnected the service without notice and had applied an incorrect tariff charge. C says that a letter containing T's goodwill gesture was never received.

The Ombudsman requires no further action from T.

1.2

C complained that T had charged the account with international calls that had not been made. T clarified the calls had been made by computer equipment attached to its line. The Ombudsman found T had alerted C to the unusual call pattern at the earliest opportunity and activated an international and PRS call bar. The Ombudsman considered T had not delayed whilst investigating C's issues

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

1.3

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

The Ombudsman accepts T's good will payment in recognition of its customer service issues as satisfactory. However T failed to alert C to the unusual call pattern therefore directs T to make a further goodwill payment. With regard to the outstanding balance on the account she considers C to remain liable.

1.4

C received call charges to the internet on a telephone bill. C did not have internet access but did have a fax machine. C disputed the call charges. T maintained the call charges.

No fault was shown on the billing in this case. The Ombudsman took the view that the calls must have been made by the fax machine and that C must take responsibility for equipment attached to C's line by C and on that basis could see no reason for T to waive these charges.

1.5

C noticed PRS numbers on bills received from T and C refused to pay. C had unwittingly been the victim of Internet rogue auto-diallers and was of the opinion that T should carry responsibility for the charges. Whilst the Ombudsman was sympathetic towards C's position she had no reason to criticise T for maintaining the charges. As detailed in the review points T was only a carrier and profited very little from routing these calls. The Ombudsman expected C to pay T call charges as the numbers had emanated from C's telephone line.

1.6

C was the victim of an International 'rogue dialler' and was alerted about the calls by T's High Value accounts that were able to bar further calls. T then presented C with charges for the calls. C disputed that C was liable.

T informed C that the calls had been generated by C's computer equipment and T was therefore not responsible for the cost.

The Ombudsman concluded that C was liable for the calls as they had originated from C's computer equipment. C should have been more vigilant and should have taken action to prevent C's computer from generating such scams.

T had made an early small goodwill gesture to C's account in an attempt to resolve the complaint and this had been accepted by C. The Ombudsman concluded that T need take no further action.

1.7

T contacted C to advise of unusual usage on C's account resulting in a higher bill than usual. T advised C to utilise C's call barring facility, yet this was not possible for C due to personal circumstances. C contacted T a few months later to dispute further calls that had been generated since it's initial contact with C. T then agreed to apply a total PRS bar to C's account and C was livid that this was not done initially. T advised that C should have utilised the barring facility that was already in place but accepted that a total PRS bar was not offered. C complained to T who offered to credit 50% of the PRS charges yet C rejected this and the matter reached a deadlock. The Ombudsman judged this case on the balance of evidence provided and recommended that C accept T's offer of a 50% credit of the PRS charges as it was apparent that C was informed to use C's initial barring facility and also that T could have advised of it's other PRS barring facility upon it's initial contact with C.

1.8

C received a bill from T which included disputed international call charges. C complained to T, but T maintained the charges. C remained dissatisfied and as T had delayed in dealing with C's complaint, T provided C with a goodwill credit. The

Ombudsman concluded that C was liable for the disputed call charges, as the calls were generated by C's own equipment. T had delayed in dealing with C's complaint, but the Ombudsman considered the credit already supplied by T as sufficient in this case. T was not required to take any further action in this case.

1.9

T identified rogue dialling to International Numbers in Tuvalu and Niue and attempted to alert C by telephone but received no reply. International Call barring applied as a precautionary measure by T. C lodged complaint about the calls on receipt of bill in February 2005. T offered a goodwill gesture recognising the delay in responding to the complaint. C failed to advise T that call provider had been changed and only line rental due to be paid. C did not have protection against virus diallers. Ombudsman required T to pay additional compensation leaving C to pay the balance.

1.10

C received a bill from T. C had been charged for a number of Premium Rate Service ('PRS') calls. C contacted T, who advised C to contact the PRS industry regulator, ICSITS. C did this. However, more calls were incurred. It was only a month later T applied a call bar to C's account to prevent any further PRS calls being made. C complained. It took T several weeks to respond.

The Ombudsman thought it most likely the calls had been made by a rogue dialler inadvertently downloaded into C's computer. As C was responsible for C's computer security, the Ombudsman considered T was entitled to request payment of the charges levied. However, she also considered T should have offered a call bar as soon as C reported the problem. She therefore required T to apply a credit to C's account equivalent to the cost of PRS calls incurred after C's first call to T. T was also required to apply a goodwill credit to C's account to recognise the delays in responding to C's letters.

1.11

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 does not require any further action from T in this case.

1.12

C disputed the international calls on the bill. T stated that the calls charges were correct as these had been incurred by the customer using a rogue internet dialler. Whilst the Ombudsman understood C's concerns and frustrations C 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 in question and felt that charges after a certain could have been prevented had T detected the high surge during a certain period. On this basis she required T to provide C a refund of the international rate charges on the account after a certain date as goodwill.

1.13

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

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

1.14

C disputed the PRS calls on the bill. T stated that the calls charges were correct as these had been incurred by the customer using a rogue internet dialler. Whilst the Ombudsman understood C's concerns and frustrations she felt that T couldn't be held responsible in this instance as the calls had emanated from C's computer. The Ombudsman realised that T had a duty of care towards its customers, but it couldn't prevent their equipment from accepting downloads being offered to them via the internet. T had no way of knowing which sites were bona 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.

Nevertheless the Ombudsman felt that when C first contacted T on a certain date the advisor should have advised C on call-barring options so that further charges occurring on the account could be prevented. The Ombudsman required T to provide C an apology for not providing C advice at the earliest opportunity and as a goodwill gesture waive all charges on the account from this date.

1.15

C received International call charges on a bill from T. The calls were made by C's modem whilst accessing the internet. This was the second time that C had incurred charges in this way. The first time T had provided a credit and advice. This advice had clearly not been followed as further charges were incurred and no call barring had been requested.

The Ombudsman could see no reason why T should not maintain the charges. The complaint was not upheld.

1.16

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. The Ombudsman concludes BT could not have contacted C to warn of the unusual call pattern, and advised of the preventative steps C could have opted to take when the incident occurred because the call charges generated did not breach the HVA's daily threshold. With regard to the outstanding balance on the account the Ombudsman considers C to remain liable.

The Ombudsman considers the general handling of the case to be satisfactory however T failed to answer C's customer service contact issue. The Ombudsman therefore requires T to issue a letter of explanation as to why it was not possible to contact a Customer Service and Sales advisor having waited 25 and 15 minutes respectively for a response.

1.17

C received a large bill that contained calls to an International mobile number that C claimed C did not make. C complained to T but T maintained the charges. T explained to C, both orally and in writing, how the charges may have occurred but C still felt that C should not be liable for the disputed calls. The Ombudsman found that in this instance T had acted appropriately in relation to the charging of the calls and also its response to C's complaint. The Ombudsman required no further action from T.

1.18

C disputed PRS calls on C's bill and complained to T who maintained the charges. C continued to complain and was met with delayed responses causing the complaint to prolong for over a year. T credited C's account but C wanted a full refund of the disputed charges. By the time the complaint was brought to the Ombudsman it was outside of her Terms of Reference but used her discretion to consider the customer service elements of the complaint only. The Ombudsman found that T initially offered C the correct advice and information on the complaint but there was a delay in its response, yet the credit already applied by T was sufficient recompense for that. The Ombudsman also found

that C continued C's complaint and that again T failed to respond within a suitable time frame causing the complaint to prolong further. The Ombudsman required T to offer C a further small goodwill payment for this shortfall in customer service, reinstate C's services and agree a payment plan with C for any outstanding amount.

1.19

C was contacted by T. T informed C that C's call limit had been breached because several calls had been made to an international number. T agreed to place an international call bar on C's line to prevent further calls from being made. C disputed making the calls. T informed C that C had fallen victim to a scam involving an auto-dialler, and explained that this would have been inadvertently downloaded from the internet, and would have proceeded to call international numbers. T maintained C was liable for the calls.

The Ombudsman was of the opinion that C was responsible for the security of C's computer and therefore was liable for calls made from the auto-dialler. T was found to have identified the problem quickly and to have taken appropriate action to prevent further calls from being made. Therefore, no further action was required of T.

2.0 Billing

2.1

C called T to make a payment against an outstanding debt. T took the wrong amount from C's bank which resulted in C going overdrawn. C contacted T and asked for a refund of the incorrect payment, but the wrong amount was refunded. C then requested bank statements to verify the charges but reports they were not supplied.

The Ombudsman requested C send in statements and that T ensures the charges are refunded. The Ombudsman also considered C had received poor customer service when T failed to respond to C's initial requests and required an apology and goodwill payment.

2.2

C was a mobile phone customer with T. C received a bill from t. The bill included calls made outside the expected billing period. C complained. T explained that there was sometimes a delay in calls appearing on a customer's account, and that therefore some calls would appear on the next bill. C did not accept this, and wanted T to change its billing system.

The Ombudsman considered that T's billing procedure was reasonable, and required no further action.

2.3

C received a high bill due to a substantial number of PRS calls via a rogue dialler/calling card. C disputed this with T and advised C was to contact ICSTIS. C contacted the PRS companies but to no avail and then complained to T. T maintained the charges but C remained unhappy. C sent T letters of complaint and escalated the complaint, but T maintained its position. Although of the opinion that T was to carry calls and not monitor them; due to the nature of the calls and the fact that T did not alert C to them despite the increased cost of the bill and the period of time the calls were made, the Ombudsman required T to credit C's account with a good will payment based on these costs. T had already acknowledged its delay in responding to C's complaint and credited C with a good will payment, and the Ombudsman was satisfied that this was fair and reasonable recompense for this aspect of the complaint. However the Ombudsman thought it reasonable in this case to offer C an increased goodwill payment in light of the circumstances. The Ombudsman also required T to halt its Debt Recovery proceedings and agree a suitable payment plan with C for the outstanding balance. The Ombudsman could see no reason why C should pay the remaining balance.

2.4

C contacted T and disputed charges made on billing received. C added that a poor level of customer service was experienced upon complaining to T. T maintained the charges as correct and stated that after investigation the calls had been made via C's equipment. Whilst the Ombudsman was sympathetic with C's predicament, as the account holder C was accountable for all calls made via C's equipment. C should consider that someone else at the household has made the calls. However, C did not receive an appropriate level of customer service upon sending complaint correspondence to T and this constitutes a shortfall in customer service. Therefore, T should offer C a goodwill credit to the account for the shortfall in customer service along with a letter of apology. C is accountable for all other outstanding charges remaining on the account and should contact T to make payment.

2.5

C requested a transfer of service to a new property. T failed to transfer the service by the date given and one part of the service was not provided at all. C complained on many occasions about the lack of service but T simply stated that it could not be provided. T applied some credits to the account but C felt that the remaining service was not worthwhile on its own. C requested to cancel the full service in order to seek a package deal from another provider. T applied a termination fee despite the loss of one service being due to its inactions. C disputed the charge and T waived it, later reapplying the same charge as a reconnection fee. C claimed that the service had still not been provided and therefore C could not understand that T was still issuing bills for a service that C then had with another provider.

The Ombudsman was of the opinion that there had been a shortfall in customer service and the whole transfer process had clearly inconvenienced C. She considered the reconnection fee to be unreasonable given C's earlier request to terminate the services.

She also considered the termination fee to be unwarranted, as T had cancelled one of the services. T was required to issue a letter of apology to C for the shortfall in service. T was also required to confirm that all charges had been cleared from the account. Finally, T was required to issue a goodwill payment to C for the inconvenience and shortfall in service.

2.6

C disputed bills with T. T said C had not paid but did not inform C of this. C then paid bills but T also wrote off the outstanding balance. C received bills with credits on but received no explanation. C sent letters to T but did not receive a full response to the questions raised.

T said it had written off the outstanding balance and had not sent C a letter of response. A copy of this letter was not provided to the Ombudsman.

The Ombudsman said that T should send C a further letter of apology plus credit the account with a nominal goodwill payment

2.7

C complained about the speed of a service provided by T. C was dissatisfied with the response and requested cancellation of the contract. The request was made within the cooling-off period. T failed to cancel the account at that time and C continued to contact T regarding the service. C complained about the equipment provided by T. T offered appropriate advice and explained that the service could not be cancelled without fee for the reason specified. T disconnected the service but applied a fee. C requested reconnection to avoid payment of the fee but T requested payment of the balance first. C refused on the basis that the calls had been charged incorrectly for the tariff. C sent letter of complaint to T and made numerous calls. C complained about the cost of calls made to T and also complained that T failed to respond to the letters.

The Ombudsman noted that the first cancellation request should have been acted upon and therefore a fee would not apply. She considered that there had been shortfall in service but agreed that the advice provided by T had been appropriate, despite the fact that the service should have been cancelled. The Ombudsman required T to waive the termination fee and apply a credit to C's account in respect of the shortfall in service. In addition to this, T was required to issue a letter of apology. Once the credits were applied the Ombudsman could see no reason why C should not pay the balance on the account as the calls had been made after a request had been made to cancel the tariff.

2.8

C said that T was billing for three lines when C only had two. C called T to dispute and sent letters but received no response. At one point C found that one of the lines had been disconnected in error.

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

The Ombudsman said that C had received poor customer service from T. T to investigate and cancel the line and refund C with charges. T to send a letter of apology and award a nominal goodwill payment.

2.9

C wrote to T with billing and tariff queries, but remained dissatisfied. T wrote to T, but T failed to respond or provide a credit which was due to C. C complained to T and T responded to the complaint and provided the credit. The Ombudsman concluded that T did eventually respond to C's complaint, but T failed to respond to C's earlier letters. The Ombudsman required T to provide C with a goodwill credit for the delay in responding.

2.10

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

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

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

2.11

T deducted a total of 4 monthly payments by DD before it had transferred ownership of the CPS. T advised it would notify C of the transfer date. C never received such a notification. C then cancelled the transfer of the service however, T activated the service. T failed to answer C's letters or return calls when promised and is pursuing C for an outstanding balance.

The Ombudsman directed T to clear the outstanding charges on the account and make a goodwill gesture in recognition of its customer service issues. She required T to terminate its service without charging C an early termination fee.

She directed T to ensure C's credit rating had not been adversely affected by its actions.

2.12

C received a mobile bill from T. It was incorrect, as a special discount had not been applied. C called T, who corrected the error. The next two bills were similarly incorrect. On each occasion C had to call T, who then corrected the bills. After three months T was due to refund a deposit C had made on the handset. T did not refund the charge. C had to call T on two occasions. Then T credited the amount to C's account instead of refunding it. T then sent the refund to C, sent double the amount in error. To correct this T debited C's account, to reclaim the amount. C did not understand this and the account was suspended as C believed T had overcharged C. T explained the matter to C. Eventually the bill was put right. T made an offer of goodwill to C. C felt the offer was not adequate.

The Ombudsman recognised T had made several errors on the account, and that C had received poor customer service. However, the offer T had made was considered reasonable. T was required to make the payment it had offered.

3.0 Broadband

3.1

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

3.2

T was unable to install broadband but C incurred charges for the service. T initially refused to cancel the service and refund the charges. After several complaints, T cancelled broadband and refunded the charges. C experienced a poor level of customer service. T made a goodwill offer.

The Ombudsman had noted T's goodwill offer but she found it to be inadequate when taking into consideration the shortfall in customer service that had occurred. T was required to increase its goodwill offer and write a letter of apology.

3.3

C received a sales call from T and C complained that T mis-sold the package, as C incurred line rental charges from the line provider. T stated it didn't mis-sell the package.

The Ombudsman found that T provided conflicting evidence in relation to which package had been agreed by C. On the balance of probabilities it appeared C may have been given incorrect information when C agreed to take up service with T. The Ombudsman required T to credit C's account to cover for the line rental charges paid to the line provider, provide C with an apology and a goodwill payment. Furthermore the Ombudsman required T to terminate C's broadband account without applying an early termination fee.

3.4

C suffered a loss of Broadband service and contacted T which supplied the telephone lines to carry the service. C said that the fault coincided with a large fire that T experienced in its tunnels in Manchester. C lived near Liverpool. T said C had not been affected by the fire. The Ombudsman accepted this given the distance involved.

It was clear that a great deal of correspondence had been sent to T and that there had been delays in responding to it. T offered a generous goodwill gesture in this regard. C was urged to accept this and to take up the matter with the T that was the ISP.

3.5

C experienced a problem with broadband and contacted T to arrange its repair. T failed to make the repairs which led C to send a total of four letters to T, all of which were received but not responded to.

T accepted the complaint as made and agreed to refund the broadband charges applied to the account during this problem and to arrange repairs to it. The Ombudsman agreed that this action should be taken and also required T to provide an explanation as to why it had failed to address the problem previously.

3.6

C noticed that T reduced the download speed on C's broadband service and refused to provide C a Migration Activation Code (MAC). T stated that the speed was reduced due to high usage on the account. T stated that it didn't supply MAC to customers. The Ombudsman couldn't criticise T as it was entitled to reduce broadband speed under its terms and conditions for high usage and could refuse to supply as MAC code as this was a commercial decision and the fact that it didn't support this. The Ombudsman required no further action from T.

3.7

C contacted T as technical faults were experienced with broadband. C added that a poor level of customer service was received upon complaining to T. T acknowledged a delay in responding to C's issues and offered a goodwill credit to reflect this shortfall.

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

From the evidence provided, the Ombudsman was satisfied that the charges C has paid to T relate to early termination fees and are therefore, valid. It is clear however, that upon having technical difficulties with the broadband service, this was not handled appropriately by T. C has also been inconvenienced in the attempts to resolve the complaint. The Ombudsman was encouraged by the offer from T.

Therefore, the Ombudsman required T to maintain its offer of a credit to the telephony account along with a letter of apology for the overall poor experiences to date

3.8

C requested the transfer of C's broadband service to C's new address which never occurred, therefore C requested cancellation of the account, but continued to receive invoices for increasing amounts for services which C had not received and did not want. C made and sent numerous phone calls and emails to T via various departments, but all to no avail. C complained that T did not have a complaints procedure to follow, but made every attempt to resolve the complaint. T advised that Ombudsman that there was a delay in C's cancellation and explained the reasons for this, the T confirmed the closure of C's account with zero balance and waived any further charges as a gesture of goodwill for service used. The Ombudsman accepted this turn of events and welcomed T's belated decision, however she required T to confirm its actions in writing to C and also provide C an apology for the inconvenience caused and confirm C's credit rating.

3.9

C states that a problem was suffered with broadband which T stated was due to the accidental disconnection of the account. T states that disconnection was requested due to a house move. The house move was not evidenced by the documents produced by either party. T accepted that a cancellation request was made and not properly actioned.

The Ombudsman found that there had been poor customer service and required T to action an offer to clear the account and refund all broadband package fees paid. This was to be evidenced with a revised, full, account to be presented. In addition T was to confirm that its marker was removed from the line and provide an apology and a small goodwill gesture for poor customer service.

3.10

C took out a package that required broadband (BB) to be subscribed to also. After initial contact with T for PIN numbers needed to connect the BB service. there was no further contact for six months however C then complained that the service had never been connected and that T had refused, using a variety of reasons, to send an engineer to connect the service.

The Ombudsman was of the opinion that six months without service was unusual and that it was not consistent to not make contact for six months. Further, it was considered normal practice to expect the customer to install the BB after the equipment had been provided.

3.11

C said service with T did not work since installation and so requested to cancel without penalty.

T said that C had not reported any faults after the initial fault after activation. C sent T letters advising that C's computer was broken and was unemployed so could not pay for the service. T said that C was liable as these were not grounds for cancellation without penalty.

The Ombudsman said that C had agreed to the twelve month contract and so is liable to pay a termination fee. T to cancel service and agree a suitable payment plan with C.

3.12

C noticed C was being charged by T twice a month for broadband for one year. C complained to T by calling and sending letters but received no response. C then received a response and an offer of goodwill, plus a refund for the overcharging, which C accepted. C then did not receive the promised refund cheque.

T said that it was in the process of sending C a cheque and that a letter of apology had been sent. T did not provide the Ombudsman with a copy of the account records or the letter sent to C.

The Ombudsman said that T's offer was fair as it covered the overcharging and also awarded a generous goodwill payment. T to send a further letter of apology and to confirm with C that the refund cheque has been received.

5.0 Cancellation

5.1

C requested to cancel their account but T failed to take any action. C continued to incur charges and their account was referred to a collections agency. T offered to clear the outstanding balance. C experienced a poor level of customer service.

The Ombudsman considered that it was without doubt that a clear shortfall in customer service had occurred in this instance. T was required to confirm that C's account was closed and clear of charges. T was required to write a letter of apology and make a nominal goodwill gesture.

5.2

C was moving house and contacted C's service provider to cancel the account for the property being vacated and to order telephone and Internet services for the new property.

C moved house but T did not provide the services. C complained. T initially explained to C that the problems were due to another service provider and later explained that it had its own faults.

Despite being without services, C was billed for both the old and new property. C continued to complain to T about the failure to implement services and made at least ten telephone calls about it over a five month period. C was promised call backs but did not receive them and C's complaints appeared to be ignored.

T told the Ombudsman that T had been unable to provide services and had now cancelled the contract and arranged for the refund of payments made. C confirmed that C had received this information from T but was told that the arrangements had been delayed. T also offered C a small goodwill gesture.

The Ombudsman concluded that T must fulfil its promise to refund the payments C had made. The Ombudsman also concluded that C had been without telephone services for five months and the failures of T to deal with C's problems had caused anxiety and inconvenience to C. The Ombudsman therefore came to the decision that T must increase its goodwill gesture and send C a letter of apology.

5.3

C cancelled service with T and requested a refund. The Ombudsman was satisfied that the account was now closed and that relevant credits have been applied to C's account. The Ombudsman couldn't see any instance of poor customer service levels being delivered to C and therefore required no further action from C.

5.4

C contacted T as billing was being received after the cancellation of the account. C added that an un-authorized payment was taken by C after the Direct Debit was ceased. T acknowledged the cancellation of the account and maintained that the account had an outstanding balance. T acknowledged that a payment was taken out of C's account and a refund was given.

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

The Ombudsman was satisfied that T is warranted in chasing C for payment for services used in the period of January. However, as the account was not cancelled by T this caused some level of inconvenience. On the balance of evidence provided, it seemed that C has received two refunds, one from T and another from the bank, via an indemnity

claim. There is no evidence presented to support C's claims that the cheque was not cashed or further charges incurred.

Therefore, the Ombudsman believed to bring this issue to a close that T reduce C's remaining outstanding balance for the January period, along with a letter of apology for the overall poor experiences to date. It is recommended that C contact T directly to make this final payment. Once the payment is made, T should ensure that Mrs C's account is fully closed and that no further invoices are sent

5.5

C contacted T as billing was received for an account that was closed. C added that a poor response was received from T upon complaining to the company. T did not make any comment to the Ombudsman regarding the content of the complaint made by C.

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

Therefore, T was required to close C's account and clear the balance to zero. T should additionally offer C a goodwill payment, by cheque, along with a letter of apology for the overall poor experiences to date. C should additionally receive a refund of any charges taken by T. T should as a matter of urgency cease chasing C for payment, ensure that no further billing is sent and confirm in writing 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.

5.6

C contacted T and advised of a house move and to cancel all services. C added that no response was received from T in attempting to resolve the complaint. C added that debt collection agents were chasing for a debt that was not owed. T did not respond to the Ombudsman. The Ombudsman was disappointed that no case file has been provided by T.

From the evidence presented, the Ombudsman was satisfied that C upon moving address contacted T and requested cancellation of all services. All indications show that C's request was not actioned by T and C continued to receive debt collection letters. C in attempting to resolve the complaint issues did not receive an appropriate or timely response to the sent correspondence and this was the cause of some inconvenience to C.

Therefore, the Ombudsman required T to clear C's account balance to nil, offer C a goodwill gesture payment, by cheque, confirm that the account is fully closed, and that no adverse information has been sent to any credit reference agency as a result of this episode. T should additionally contact its debt collection agents, as a matter of urgency and re-call the debt

5.7

C received a telesales call from T offering to transfer the telephone service provider. C asked for more details but received a contract start date. C cancelled immediately but T went ahead with the transfer. C transferred back to the original service provider right away and complained to T. T failed to action the cancellation and billed C. C's solicitor wrote to T and T agreed to clear the account. T failed to do this and continued to send bills and reminders to C. C also received frequent phone calls from T asking for payment. T still failed to close the account despite many phone calls and letters from C's solicitor. C referred complaint to Otelo.

The Ombudsman found that there had been a number of serious errors in the customer service provided by T leading to the harassment of C for payment. The Ombudsman required T to provide written confirmation that the account was closed and the balance clear and to provide compensation to C for the distress and anxiety caused by its actions. The Ombudsman required that all communication should be through C's solicitor. The Ombudsman also required T to ensure that C's details were cleared from its files.

5.8

C cancelled services with T and believed all outstanding charges had been met. Sometime later C received a notice of debt recovery action for a small amount that had been taken by T. C contacted T to try to ascertain why the action had been taken. C was told there was an outstanding amount and C should have checked on-line with the account. C had been unable to do this as services had been terminated. C also claimed that C's enquiries with T's Customer Services were dealt with inappropriately and the advisor refused to allow C to discuss the complaint with a manager.

The Ombudsman concluded that as C was unable to ascertain any outstanding amount on-line due to cancellation of the service, T should have sent C a letter advising C of any outstanding amount and given C an opportunity of meeting the charges, prior to taking debt recovery action. T must now do this and confirm with C the status of C's credit rating.

The Ombudsman also concluded that T's level of customer care could have been better, hence the Ombudsman required T to send C a letter of apology.

8.0 Customer Service

8.1

The Ombudsman concludes c suffered from a shortfall in customer service from t. Whilst the Ombudsman acknowledges system errors can arise, she finds the time taken to resolve C's complaints unacceptable.

In recognition of the inconvenience C has experienced and the costs incurred when seeking resolution to the complaint the Ombudsman directs T to make a goodwill

payment payable by cheque. This amount is in addition to the overpayment C made that T should refund. The Ombudsman requires T to issue a formal letter of apology to C and an assurance it has deleted C's contact records from its system.

8.2

C had an account with T for the provision of line rental and Broadband. There was confusion at the beginning of the contract as to what was agreed to and C sought to have one particular package removed. A great many calls and letters were sent by C to T but the matter was not resolved. The Ombudsman found this to be poor customer service and required the cancellation of the contract and provision of a small goodwill gesture that was intended to cover the expenses incurred in sending the letters and making calls which were numerous.

8.3

The Ombudsman concludes had T acted on C's request to cancel the account C would not have incurred an administration fee, and subsequent legal costs. It seems C was further inconvenienced by T's suspension of outgoing calls, delays in terminating the contract, disconnecting the line, and permitting the transfer.

The Ombudsman found further instances in poor customer service when handling C's complaint and considers C suffered inconvenience by this shortfall. C incurred communication costs when seeking resolution to the complaint. The Ombudsman directs T to reimburse C by cheque that the Ombudsman considers was charged in error. The Ombudsman requires T to issue a letter of apology and an assurance C's credit history has not been affected by its actions. In recognition of the inconvenience and costs incurred the Ombudsman directs T to make a goodwill payment payable by cheque.

8.4

The Ombudsman concludes T failed to provide a satisfactory level of customer service when handling C's complaint. The Ombudsman was disappointed to find T failed to fully investigate and act on C's proof of residency and in doing so caused C great inconvenience and cost when seeking a resolution to the issues.

The Ombudsman directs T to issue a formal letter of apology for its poor customer service and to clarify exactly what date the account was cancelled. In recognition of the customer service issues raised on this case the Ombudsman requires T to make a goodwill payment payable by cheque.

8.5

C complained to T after receiving a invoice for a line cancelled three years ago. C sent many letters and emails but these failed to get a response. C also complained about call backs not being received. T's investigation acknowledged C's problems and offered to make a goodwill gesture. C accepted that T had now provided the relevant refund but remained unhappy with the level of customer service received. C requested compensation to be made, and for a full explanation for the problems encountered.

The Ombudsman was disappointed that T had allowed this matter to continue for so long, but welcomed the refunds had now been made and a goodwill gesture offered. However, she was concerned that this matter had led to C's details being passed to a debt collecting agent and was also concerned by the customer service received by C. The Ombudsman required T to send a letter of apology with a cheque payment as a gesture of goodwill. This was to be sent with assurances that any adverse information had been removed from C's credit file, as well as a full explanation for the problems experienced.

8.6

C reported a fault to T and found the next day the fault was fixed, and contacted T to enquire about the fault i.e. confirm it was fixed and enquire about compensation. C claimed C was offered poor advice regarding this and that the advisors could not deal with the enquiry. C was then contacted by an engineer who confirmed the fault was fixed and that no compensation would be offered. C was not happy that this advice could not have been given by the initial advisors. T offered C advice on how to complain but C complained to Otelo. C then escalated C's complaint on the advice of Otelo but claimed to have received no response. The Ombudsman found that T had fixed the fault with the required time frame for to warrant no compensation for loss of service. On the evidence available the Ombudsman was satisfied T did respond to C's complaint and was satisfied with T's explanation of events, however there did appear to be a slight internal delay in T's written response. The Ombudsman required T to resend C its written response along with an apology for any delay incurred in this response. The Ombudsman also recommended that T detail notes of all customer contacts on to the customer's account.

8.7

C moved house but there was a long delay before T installed its services. C incurred several billing errors which T did not correct. C incurred a large charge for the installation but they had not been advised on this. C experienced a poor level of customer service.

The Ombudsman considered that there was doubt as to whether or not C was advised about the one off installation charge. The Ombudsman is of the opinion that a clear shortfall in customer service had occurred in this instance. T was required to correct the billing errors and refund the installation charge. A nominal goodwill gesture was awarded for the shortfall that had occurred and T was required to write a letter of apology.

8.8

C complained to the Ombudsman about the customer service received from T. The complaint raised billing, address and service issues, but seemed to highlight that various address changes had caused the problems raised. T highlighted that it had tried to contact the customer on a number of occasions, but without success, and finally sent a letter of apology for any confusion and this included a goodwill payment.

The Ombudsman appreciated the concerns expressed by C, but felt the issues raised highlighted the problems had occurred out of confusion rather than any form of poor customer service. As T had experienced problems contacting C, she recommended C or the daughter called T on a freephone number provided to clarify the needs of C, and any other matters that needed to be discussed. When this action has been taken, the Ombudsman required T to send a letter confirming all points, and this was to include a full apology for any confusion or distress caused.

8.9

C requested a roaming service with T but T failed to apply it to the account. C made a further request whilst abroad, incurring additional charges. At this point T applied the service and applied a credit for failing to do so earlier. C then queried charges on the account and the credit limit applied. T explained that the limit was always applied to this type of account and that C should have been aware of the requirement. However, C had not received the information from T regarding the service and claimed that inconvenience had been caused as a result. C made further claims that business had been lost during the trip as a result of the failure to apply the service. T identified that the missed calls were due to C having turned the phone off.

The Ombudsman was of the opinion that there had been a shortfall in service but she was satisfied that T had addressed the majority of issues raised at the time. However, it was clear that C should not have been expected to know about the finer points of the service based on previous usage and the lack of information had caused inconvenience. T was required to issue a credit to the account that covered the cost of the calls from abroad to T to set up the service and also included a goodwill element.

8.10

C lost the telephone service for eight days and complained to T. T failed to address C's complaint and C wrote two letters of complaint. T failed to respond, but later offered a goodwill payment for the poor service received. C also complained about the service provided by T's Customer Services.

The Ombudsman concluded that C had received a poor service from T and agreed that the offer already made was sufficient in this case. T was required to provide a goodwill payment to C, together with an additional amount for the credit on C's account. T was also required to review its complaints procedure and ensure that its front line staff were adhering to the company's procedures.

8.11

C asked T to connect the telephone line to its Extra 30 pack at £5.99 per month. T connected the wrong telephone number to the Extra 40 pack at £14.99 per month. C complained and asked for a refund. T failed to refund the additional charges due to a series of billing errors for several months. On referral to the Ombudsman T offered to

provide a goodwill gesture for the poor customer service together with a written apology but stated that the credit due to C had now been applied to the account.

The Ombudsman accepted T's goodwill offer but also required a further refund of the charges for the Extra 40 Pack at £15.99 per month for two months and a detailed explanation of how the credits had been calculated.

8.12

The Ombudsman considers T failed to provide an adequate level of customer service and was disappointed to note it failed to resolve C's complaints prior leaving its service. The Ombudsman concludes C was inconvenienced by T's maladministration and she accepts C's offer of goodwill. The Ombudsman directs T to make this refund by cheque in goodwill. The Ombudsman directs T to ensure the BB and Anytime accounts are cancelled without penalty and it issues a letter of apology to C for the customer service issues raised.

8.13

C took out an account with T. The cancellation of the account was requested within one month of the account opening. C said this was communicated to T by e-mail and in phone calls. T denied but refunded the charges collected and cleared the account.

The Ombudsman was satisfied with T's actions and required nothing more once these steps had been taken.

9.0 Direct Debit

9.1

C had DD payments taken out of bank account in error by T last year. T offered a refund and goodwill but due to illness C did not pursue. C then had further DD payments taken out of bank account this year. C received no response from T.

T said that last year it had offered a refund and goodwill but this had not been awarded to C. T said that C had received poor customer service. T said that the error was due to C's bank details being registered on another customers account.

The Ombudsman said that C had received poor customer service from T. T to refund C with all DD payments taken in error and to honour original goodwill payment. T to send a letter of apology and reward C with a further nominal goodwill payment.

11.0 Disconnection

11.1

C was moving house and informed T by calls and letters that C wished services to be ended and for the account be closed. Services ceased but T continued to send billing to

C. C complained to T and sent numerous letters about the problem. T did not reply to the letters and then initiated debt recovery action against C for failing to pay billing.

The Ombudsman concluded that C had made in clear to T that C no longer wanted services, hence C's account should have been closed and save for a closure billing, C should not have continued to receive further billing. The Ombudsman also commented that T should not have initiated debt recovery action and should have responded to the many letters of complaint that C had sent.

The Ombudsman decided that T must close the account, inform C that this has been done, cease debt recovery action and erased any credit rating default that had been place and send C a letter of apology. T must also write off any outstanding amount in C's account as a gesture of goodwill for its customer service failings.

11.2

C decided to cancel two of four telephone lines provided by T, and later a further line was cancelled. T actioned these requests but continued to charge for all four. Numerous calls and letters were sent to T, but no action was taken. C brought the complaint to the Ombudsman and T acknowledged the complaint but stated it would not be defending the matter. C requested for all money to be refunded, but also asked for interest to be paid.

The Ombudsman required a refund of the money to be made, but advised she did not make punitive awards. However, she felt the customer service issues also warranted a further goodwill payment and the payments were to be sent with a full apology. The Ombudsman also required for T to provide a written breakdown of how the refund had been calculated.

11.3

C's Uncle died who was the accountholder and C contacted T to cancel the account and pay the final balance. T failed to disconnect the line and continued to take payments from C's card without their knowledge. C complained to T on several occasions but did not receive a response. C experienced a poor level of customer service.

The Ombudsman was unable to establish why T failed to disconnect C's Uncle's account and why it continued to debit C's card. The Ombudsman considered that a shortfall in customer service had occurred in this instance. The Ombudsman required T to cancel the account and backdate the service charges to when the initial request was made by C. It was to refund any additional payments that had been taken from C's card. T was required to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

11.4

C solicitors contacted T as C had passed away. T cancelled service and informed the solicitors. C's wife then called T to reinstate service in new name but was misinformed. C then lost service and had to go to another provider. C was then unable to dial out without using a prefix of 1280.

T said it had cancelled the service as requested. T stated that it could not find any fault and so C would need to contact new provider with regard to problems dialling out.

The Ombudsman said that C had received a shortfall in customer service from T but that C should approach new service provider with regard to fault. T to send C a letter of apology.

12.0 Disputed Charges

12.1

C changed the payment details on their account but T did not take any action. C incurred service charges when they should have been on a bundle package. T acknowledged that an error had occurred and said it would take action to resolve the overcharges. C experienced a poor level of customer service.

The Ombudsman was pleased to note that T was taking action to resolve the overcharging issue. However, she found that a shortfall in customer service had occurred. T was required to ensure the overcharging issue was resolved and to make a nominal goodwill payment for the shortfall that had occurred. T was required to write a letter of apology.

12.2

C moved house and transferred T's service to the new line. C noticed that T was invoicing per call rather than using an inclusive package and contacted T. C terminated the DD and T has pursued C for the balance outstanding. C has written to T several times and received no response.

The Ombudsman is disappointed that T has failed to submit a case file. The Ombudsman requires T to refund the total cost of all itemised calls in the period from December 2004 – April 2005 and to make a goodwill gesture. The Ombudsman requires T to confirm this action in writing together with a letter of apology explaining why C's concerns were not investigated and confirmation that it has cleared any information that may affect C's credit rating.

12.3

C noted an increase in charges over a period of time and contacted T to discuss. C claimed that no advice was given although T's notes showed that the charges were explained and a call barring facility offered. C had declined the call bar. C then wrote to T regarding the charges. T misplaced the letter but contacted C to request a copy. T

also provided a prepaid envelope. T did not receive the copy letter, despite two further calls to request the information.

The Ombudsman reviewed the charges and agreed that T had offered the appropriate advice and services. The Ombudsman was disappointed by T's error regarding the letter but she felt that T had done everything possible to rectify this mistake. The Ombudsman did not require any additional action of T and she was satisfied that the charges paid by C were valid.

12.4

C disputed international call charges. T investigated the charges and maintained the validity. However, T did apply a credit to C's account for the delay in response. C was unhappy with the response and disputed the charges further. T issued a deadlock letter.

The Ombudsman noted that the charges had been incurred over a very short period and T had applied a call bar to prevent further charges. The Ombudsman was satisfied that T had taken appropriate action and she could find no evidence of a shortfall in customer service. No further action was required of T and the charges remained payable by C. C was advised to contact T to discuss a payment plan to clear the charges.

12.5

C complained that T had placed the account on the incorrect tariff. T acknowledged the error and applied a credit for the overcharges. C continued to complain that T had not acted on the complaint but T provided evidence that a response had been issued on every occasion. T offered an apology for the error but C failed to make payment on the account. T suspended the service temporarily but reinstated it on request. C later made payment on the account but requested that T waive all charges and apply a goodwill payment for the inconvenience. C also raised concerns that T had referred the matter to a debt collection agency but T confirmed that this action had not been taken.

The Ombudsman was of the opinion that T had acted appropriately and within a reasonable timescale. There was clear evidence that T had apologised for the error and applied a credit to correct the overcharge. T provided confirmation that the matter had not been escalated and therefore the Ombudsman could see no reason to require further action. She did not consider that C's request for T to waive the charges was warranted and therefore no action was required of T.

12.6

C agreed to a package with T which had inclusive calls. C complained that T had charged for calls but on investigation T identified that the calls were not included in the package. C had been provided with details of the inclusive calls and therefore the charges were maintained. C incurred bank charges because T took payment for the bills, which C believed to be on hold. T had notified C of the balance and therefore

refused to refund the bank charges. C also understood that the disputed call charges would be refunded but T failed to provide the refund.

The Ombudsman considered the charges to be valid as C had been provided with details of the inclusive calls. She also considered that there had been a misunderstanding regarding the payment of the charges but as C had been notified of the balance the Ombudsman could see no reason why T should reimburse the bank charges. However, T was required to issue an apology and small credit as a gesture of goodwill for the misunderstanding regarding the refund of the call charges. A credit had been applied for one error and this might have caused C to believe that the full charges were to be refunded.

12.7

C took a service with T that should provide discounts on calls between London and Pakistan. C complained that the charges were higher rather than lower. T confirmed that the discounts had been applied but international roaming charges caused high charges. As C had been advised about this previously no criticism was made of T. C also complained that C was being charged various amounts and that the account balance changed each time an enquiry was made. The supporting documents supported this.

The Ombudsman required T to provide a small goodwill gesture credit to C's account for poor customer service and to prepare a final, fully justified account demonstrating all activity on the account that was being charged for.

12.8

C advised T that charges had not been applied to an account. T corrected the error and agreed a payment plan with C. The final payment was not taken and T chased C for payment. C did not dispute that the payment was owed but provided evidence of a letter from T advising that the balance had been cleared as a gesture of goodwill. T claimed that the amount owed but later cleared the balance.

The Ombudsman noted that there had been a clear error on T's part and that the account status had caused confusion. However, as T had then addressed the matter she only required T to provide final confirmation that the account was closed with a nil balance and confirm that no further contact would be made with C.

12.9

T offered C a tariff and C claimed they were advised the tariff would be applicable in the country they travelled to. C incurred increased call charges and complained to T. T stated that the tariff did not work in the country they had travelled to. C experienced a poor level of customer service. T made a goodwill offer but this was declined by C.

The Ombudsman was of the opinion that there appeared to be some doubt as to what C had been advised. The Ombudsman considered that a shortfall in customer service had

occurred in this instance. T was required to increase its goodwill offer and write a letter of apology.

12.10

C complained that agreement had been reached with T that the contract could be cancelled and that the ETF would be waived due to poor service. T disputed this stating that the case logs did not reflect this. C claimed to have sent numerous letters of complaint but only produced one in support of the complaint. The Ombudsman did not find that this complaint was proved however it was found that T had delivered poor customer service in failing to provide the details of the ADR scheme when they were requested. For this a small goodwill gesture was required to be provided.

12.11

Based on the balance of evidence presented to her by both parties the Ombudsman considers T did try to notify C of the high spend on the account and issued two messages and a letter prior to restricting the calls. The Ombudsman considers T to have acted in accordance with its terms and conditions of contract.

The Ombudsman considers C has suffered a shortfall of customer service at times from T. C experienced inconvenience and incurred costs when seeking the resolution of the complaint and T admits the DD was taken in error. The Ombudsman notes T's goodwill offer and in addition she requires T to ensure the account was reactivated without penalty. The Ombudsman requires T to make the payment by cheque and issue a formal letter of apology for the inconvenience C experienced.

12.12

The Ombudsman concluded this was an unusual case as C paid 11 months for a service C was not able to use. C admitted to not pursuing delivery of the modem. C believed the contract was not effective until the modem was installed. This was the advice C claimed to have been given by T's sales advisor. Unfortunately T was not able to provide the Ombudsman's office with evidence pertaining to the period of complaint therefore C's claims cannot be verified. However, the Ombudsman considers it reasonable that C is responsible for reporting the situation sooner and to have chased delivery of the modem.

Due to the fact insufficient evidence was made available to the Ombudsman, she is unable to conclude with confidence whether the modem was issued. It is on this basis the Ombudsman directs BT to refund half of the payments made by C.

12.13

C received an invoice containing a great many calls to directory enquiries. These charges were challenged and a letter from the directory enquiries company confirmed that most were dropped calls and indicated they were the result of a fault on the line or

the telephone equipment. T maintained the calls but failed to provide any evidence. T also failed to answer all but one letter sent to it by C. The Ombudsman viewed that as poor customer service.

In the absence of evidence the Ombudsman found the calls were recorded as a result of a fault and required these to be accounted for and an equivalent amount to be credited to C's account. A further small goodwill gesture was required for the poor customer service experienced.

12.14

C complained of receiving inflated bills from T and claimed to have requested the termination of their account. T had no record of C complaining of inflated bills and said it had a record of C's cancellation request but at a later date. C had not provided any evidence of inflated bills or any earlier request to cancel C's account.

The Ombudsman found, in the absence of any evidence that the bills had not been inflated and that T had cancelled C's account in accordance with C's instructions. C claimed to have offered to clear the balance by instalments but said T had refused the offer. T conceded that it had refused an offer of payment by instalments after it had referred the bill to its debt collectors. The Ombudsman could not comment upon this but requested that T make a reasonable payment arrangement to clear the outstanding balance. C claimed to have written to T and said T had tried to contact C by telephone. T's records indicated that this was the case and the Ombudsman requested that T respond to C's letter in writing. In order to resolve the issues, C requested that the account be cancelled, a written apology from T and that the outstanding balance be waived. The Ombudsman noted that C's account had already been cancelled, could not see any reason for T to apologise and could not require T to waive the balance as C had not given any reason as to why it should.

12.15

C disputed call charges made to a Special Service number and that T had been unhelpful and maintained the charges.

The Ombudsman is sympathetic to C's distress at receiving such a large telephone bill but C is responsible for taking appropriate measures to ensure protection against any kind of problem encountered whilst on the internet. The Ombudsman requires C to make appropriate arrangements to settle the balance outstanding. No further action is required by T.

12.16

C's service was suspended and they were unsure why. T stated that C had reached their credit limit but once payment was made the service was restored. C did have a bundle package and received discounts on internet access but this ceased and C claimed it was an ongoing discount. T advised the discount was for a maximum term

which had expired. C experienced a poor level of customer service. T made C a generous goodwill offer which C declined.

The Ombudsman was satisfied with T's explanations as to why C's service was suspended and why their discount plan had been removed. The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance but she did note T's generous goodwill offer. The Ombudsman required T to fulfil its offer and write a letter of apology.

12.17

C complained to T about high call charges on the account. T investigated the charges and determined that they were valid. However, T applied a large sum to the account as a gesture of goodwill for the delay in response. C continued to dispute the charges and explained that an independent source had confirmed that the problem was the result of C's own equipment, which had been set up by another independent party. However, C claimed that T should have identified the dial-up calls as being unusual. The charges were not for rogue dialler calls. T explained that the charges did not meet the criteria for unusual usage and therefore no notification had been sent. T maintained the charges. C sent a payment for the amount that C considered to be fair but T failed to apply the payment to the account.

The Ombudsman was of the opinion that the charges were valid, as the calls had been made via C's own equipment, which T was not responsible for. Whilst the pattern of calls was unusual, the Ombudsman was satisfied that the significant credit applied by T was sufficient to address the matter. However, she was of the opinion that there had been a shortfall in service due to T's failure to apply the payment to the account. T was required to issue a letter of apology for failing to apply the payment. The Ombudsman considered the remaining charges to be payable and she recommended that C accept T's offer of a payment plan.

12.18

C complained that T had been charging various amounts and taken unauthorised payments via a Direct Debit. C complained but received no response.

The Ombudsman found C had had poor customer service from T, which had failed to fully inform C of its actions and the reasons, but that the charges had been correct. T offered to write off some of them, which the Ombudsman considered appropriate. The Ombudsman also required T to apologise and make a further goodwill payment.

14.0 Faults (Equipment)

14.1

C arranged with T to install broadband. When doing this T's engineer cut cables to another service. This caused C to be without cable TV for 2 days. T eventually provided 6 months line rental to compensate for the inconvenience caused but C asked for T to

be required to provide a further nine months free line rental which C said was part of the offer subscribed to.

The Ombudsman refused to require this as there was no evidence that this offer was ever made but C was reminded that further evidence could be supplied.

14.2

C purchased two mobile phones but returned these within the cancellation period as unsuitable. C selected another phone and tariff from T. T disconnected this service after one week. C received bills for the two cancelled accounts and for the new account which C could not access. C telephoned and faxed on many occasions but was unable to get a reply from T. C was unable to use the service and continued to receive bills.

T admitted to Otelo that it had been in error and had failed to address C's complaints. T offered to send written apology, confirmation that the accounts had been closed and offered a refund cheque for the poor customer service. T also carried out upgrades to its system to avoid future recurrences. The Ombudsman accepted that T's offer was fair and reasonable.

14.3

C. Returned faulty handset to T. for repair. T. replaced handset with a reconditioned set without battery. T. Recommended C. to purchase a battery and T would reimburse cost through next period bill. C. purchased replacement phone to maintain service and was denied a service for several months in total. Ombudsman required T to reimburse cost of replacement phone, pay cost of calls contacting centre. T to make goodwill payment for each of the months C denied service. Both parties to pay the respective charges incurred before or after the delay.

In the second complaint C reported a battery charger/port fault. T. requested payment for repair as not covered by warranty. Ombudsman required T to fund the repair and as a gesture of goodwill to make an additional payment for inconvenience. In both cases Ombudsman suggested that T may wish to urgently review their systems and procedures which were unacceptable and unsatisfactory.

14.4

C developed a fault with a service from T. The fault was diagnosed as being with C's equipment. C purchased a replacement unit which cured the problem but requested T to pay for it. T refused but offered subscription-free time. This was considered to be reasonable by the Ombudsman and recommended C accept it.

14.5

C through an agent entered into an agreement with T for Broadband and telephone services which were installed. C had some technical difficulties and was of the opinion

that the service was not Broadband. C also felt that the Internet and telephone package had been miss-sold as C wished to remain with the previous telephone service provider.

C contacted T to complain about technical problems. C wanted to cancel the service. C carried on using the service but made further calls to T asking for cancellation. C claimed that this request and a letter of complaint C sent about this was ignored by T.

T explained to the Ombudsman that C contacted T shortly after services were installed and stated that C wished to change both Broadband and telephone services to another provider. C complained about technical difficulties but did not specify what they were nor would C accept the contact number for T's Technical Support Department. C made further calls and was given the same advice.

The Ombudsman concluded that to allay C's concerns about the type of service C had T should ascertain what the service is and confirm this in writing with C. If C had not received the service C wanted, C could cancel the agreement without termination fees. If the correct service had been installed C must give T the opportunity to rectify any technical faults before C could claim that the terms of the agreement had not been fulfilled.

The Ombudsman also concluded that T need take no action in respect of a concern about customer care.

14.6

C claimed that due to a handset failure, they had to use another handset and their landline and that this caused C to incur charges. C also claimed that a repair had failed and that the handset was still faulty. T claimed that it was not liable for any costs incurred by C. It refused to credit unused inclusive minutes or to pay any landline charges that were not for calls made to it or to mobiles on its network. T offered a goodwill credit.

The Ombudsman found that T's offer confirmed C's claim that the repair had failed. T pointed to its terms and conditions that T would not be liable for any loss of ability to use its network including disruptions, failures and delays. The Ombudsman was minded to award C the full amount of C's claim for consequential damages had C provided evidence of the same. In the absence of such evidence, the Ombudsman required T to pay C the sum it had offered.

14.7

C complained about calls dropping and faults with the mobile phone. C returned phone to T on 2 occasions for repair and also to its retail premises for software upgrade to try and improve network reception but the problems continued.

C wrote to complain and telephoned on a number of occasions and finally returned the phone and asked to cancel. T sent the phone back and refused to accept cancellation without payment of an early termination fee. C complained to Otelo.

The Ombudsman accepted that C had experienced a number of difficulties with a phone and network reception and that T had failed to resolve these complaints. The Ombudsman required T to release C from the contract without penalty and to arrange for the return of the phone if required.

14.8

C reported faulty equipment to T. T attempted to repair and replace the faulty parts but was unable to do so. C experienced considerable inconvenience despite the best efforts from T and requested compensation. The terms and conditions appropriate exclude liability for C's losses and refused.

The Ombudsman required C to consider the offers made by T in resolution. She also required T to waive some of the charges as C was unable to make full use of the equipment.

15.0 Faults (Line)

15.1

C complained T delayed in rectifying a line fault. T advised four faults were logged and rectified. T acknowledged it failed to meet its commitment time to fix the problems and therefore awarded C compensation. C was unhappy with the level of compensation awarded however, the Ombudsman was satisfied it had been calculated in accordance to T's procedure.

C complained that T had charged the account with international calls that had not been made. T clarified the calls had been made by computer equipment attached to its line. T acknowledged its delay whilst investigating C's issues. T awarded C a good will gesture in recognition of its poor customer service. The Ombudsman noted T would have had difficulty in spotting the call pattern but it did advise C of how to protect the line and if call barring options.

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

15.2

C claimed compensation from T for being advised to purchase equipment that wasn't necessary. C continued to experience problems with the telephone line. The Ombudsman was of the opinion that the goodwill gesture offered by T was fair and reasonable. She found no evidence of C being misadvised. She recommended C to contact T in relation to the fault. She required no further action from T.

15.3

C took up an offer from T to upgrade to broadband. There were problems with the service and T informed C that it was unable to improve the service and C's contract was cancelled. C wished to continue with the service, but T would only allow C to continue, if C accepted certain conditions. C complained, but T failed to respond in writing.

The Ombudsman concluded that C had received a poor service and T should provide C with a full written response to the complaint and a goodwill gesture. The offer made by T to C for the disrupted service was considered fair and reasonable.

15.4

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.

17.0 Fraud

17.1

An account was set up with T and billed to C's address. C did not set up account as it had been set up fraudulently. C complained to T and sent a letter but received no response. C sent a further letter and received a response but remained unhappy.

T said that once C reported fraud the account was stopped and bills were not sent to C. T sent C a letter to confirm that C's credit rating had not been affected. T said it could not give C details of ID used for account set up and referred C to police.

The Ombudsman said that T could not be blamed for fraud but C had received some poor customer service. The Ombudsman requested T to send C a letter of apology and a nominal goodwill payment. T to explain to C why it could not disclose the information requested by C.

19.0 Installation

19.1

C moved address and was not informed by T of the installation charge until four months later. C requested transfer of service but this did not happen. T disconnected C's service without prior warning. C disputed the installation charge but received no response from T.

T is prepared to refund the installation charge but did not comment on the other points raised.

The Ombudsman said that C had received poor customer service from T. T to releases C's line and to clear the outstanding balance. T to send C a letter of apology and award a nominal goodwill payment. T to cover any connection costs that C may be charged by another provider for a second line.

20.0 International Call Charges

20.1

C complained to T after receiving a bill including two international call charges. T maintained these as correct but failed to make two promised call backs. T responded with letters but C remained unhappy as C wanted to discuss the matter. T provided all relevant information regarding diallers and call barring in its deadlock letter, but C brought the complaint to the Ombudsman believing the complaint had not been resolved.

The Ombudsman accepted that T had taken all necessary action and that C should remain liable for the charges. However, she concluded T had provided some poor customer service and required T to send a letter of apology and reduced the outstanding balance with a goodwill credit.

21.0 International Roaming

21.1

C obtained mobile telephone service from T on the understanding that C could use the service whilst abroad. C travelled abroad and discovered that they were able to receive services in one Country abroad but not two others. C claimed that they had been informed immediately before they travelled abroad that they would receive a service.

C could not receive the service whilst abroad and then used another telephone and wished T to compensate him for the charges incurred by this. T refused. C would not then pay the outstanding charges and wished to terminate the agreement with T.

The Ombudsman concluded that C's problems could have been two-fold; either a fault with the handset, or with the networks abroad. T could not guarantee services abroad. C could have contacted T whilst abroad to try to rectify the problem but did not do so. T was not liable for the other phone charges C incurred abroad.

The Ombudsman however added that an advertisement T had displayed could have been construed as misleading regarding services abroad. The Ombudsman decided that T should make a gesture of goodwill to C for the quality of the advertisement and other service problems C had encountered.

22.0 Internet Connection

22.1

C was receiving Broadband services from T and moved house at short notice. C was told by T that C would receive restored services in five weeks but this did not happen. After five weeks C contacted T again and was told that it would take another five weeks. C continued to be billed for services. C sent letters of complaint to T but these were ignored. C requested that the contract be cancelled and stopped paying for services when Demand notices were received.

The Ombudsman concluded that C should have alerted T of the house move sooner. C should not pay for services C did not receive. T must restore services and adjust account details accordingly. If T was unable to do this C must be allowed to end the contract early without penalty,

T should have given a better level of service and the Ombudsman concluded that T must make a small goodwill gesture to address this.

22.2

Based on the balance of evidence presented to her the Ombudsman is of the opinion C was unable to connect and successfully use the BB service for more than a few minutes. The Ombudsman noted C conducted speed tests as advised by T's Technical Team however, the fault was not rectified. C requested the cancellation of the service yet there was a delay in T actioning this request. The Ombudsman considers there has been a

shortfall in customer service on this case however T is not liable for any business losses C might have suffered.

The Ombudsman concludes C gave T opportunity to resolve the problem with the BB connection however it failed to do so. The Ombudsman directs T to waive the termination fee on this account in reflection of the poor service it provided. Refund the Broadband charges on the account; Maintain the outstanding balance on the account.

22.3

C subscribed to T's Broadband service. T was unable to provide the speed of connection C requested. Therefore C was unable to access the Internet. C reported this to T. T failed to recognise the problem for several months. T eventually realised what had happened and downgraded the speed. C was able to access the Internet. However, C complained that T had charged C for the period in which C was unable to access the Internet.

The Ombudsman required T to refund all charges for the period the service was unavailable and to make a goodwill credit to C's account to recognise the inconvenience caused.

24.0 Mis-selling

24.1

C was contacted by T and agreed a one month's free trial. T promised cheaper calls, but when C received the literature, C realised that this was not the case and cancelled the service. C complained to T, but T kept sending C bills. C was also promised call backs from a manager, but no calls were received.

The Ombudsman concluded that C had received a poor service from T and required T to fully respond to C's complaint and to provide C with a credit. The Ombudsman required C to pay for any call charges, but required T to clear any other charges from the account, if it is confirmed that C did cancel the service in February. T was required to supply C with a final revised bill and once C paid any outstanding charges, T was required to clear and close the account. T was required to confirm this in writing to C.

24.2

C received telesales call from T offering to transfer telephone service. On receipt of the information pack C rang to cancel. C then received a letter from current provider saying it was sorry they were leaving. C contacted provider and said did not want to leave. C also rang T who denied any knowledge of the line. C then began to receive bills from T. C telephoned and wrote to T to complain. T applied credits but failed to process the cancellation and continued to bill C, even though service had been transferred back to the original provider.

The Ombudsman was disappointed that T did not provide a case file and was therefore unable to take its views into consideration. The Ombudsman required T to credit the outstanding balance on C's account and to ensure that the account was cancelled. The

Ombudsman also required T to provide a refund cheque as a goodwill gesture to compensate C for the poor customer service.

In addition the Ombudsman required T to send written confirmation that the account was closed and the balance clear and to send a written apology to C.

24.3

Over the telephone C entered into a five year contract with T for T to provide telephone services. The contract had a clause that stated that in the event of early termination cancellation charges would be applied.

C cancelled the service in the first twelve months and claimed that C was miss-sold the service and was not liable for cancellation charges.

The Ombudsman concluded that C had been sent a copy of the terms and conditions of the agreement which had a cancellation charge clause and that C was given a cooling off period before services were implemented. C did not cancel the agreement and T implemented services. C was therefore liable for cancellation charges. However the Ombudsman noted that the cancellation charges appeared to exceed those in the agreement between the parties and therefore she required T to check and ensure the charge was in accordance with that specified in the agreement.

24.4

C stated T miss-sold a product (broadband) and C's personal details were broadcast over the web. C stated the computer was damaged due to T's representative suggesting alternative software. C's telephone line had a series of different faults such as crossed line, nuisance callers and failed service requests. C experienced more errors such as low volume, crackling, computers and faxes calling. C stated T failed to repair the errors on the line C had to wait for days on end for engineers and appointments.

The Ombudsman found there was insufficient evidence to conclude whether C was mis-sold Broadband. However, it was apparent there were faults on C's line that T took over 6 months to rectify. C had made numerous calls to progress the complaint. T missed appointments and compensated C accordingly. T made a goodwill payment in light of the issues raised, however due to the severity of the inconvenience caused to C the Ombudsman directed T to make a further award in recognition of its service failures. The Ombudsman directs T to check that the credits offered for the Broadband Service and the offer not to charge a termination fee have been followed through. T is to contact C to resolve any outstanding technical issues.

28.0 Payments

28.1

T admitted that it had taken payments via DD instruction from C's bank account for another customer's account. The Ombudsman concludes this to have been a most unfortunate experience; however, T has reimbursed C for the payments it had collected.

The Ombudsman noted T advised C to make an indemnity claim to quickly reclaim the erroneous payments, however C refused to take this action.

In recognition of the inconvenience and concern T caused C, the Ombudsman directs T to make a goodwill credit and to issue a formal letter of apology.

28.2

C complained to T about DD charges on the account. T maintained the charges were correct and highlighted that it was C's responsibility to ensure the account had sufficient funds to cover the payments. C stated the payments were in excess of the contractual arrangement and T offered no explanation of this point. C cancelled the DD to ensure that further bank charges were not incurred, and this led to T suspending the service and applying charges for the remainder of the contract.

The Ombudsman was disappointed that T had offered no explanation for the reason for the discrepancy with the monthly charges, and could appreciate C's decision to cancel the DD. She felt T had not taken control of the situation and had provided poor customer service. She required T to waive any remaining line rental charges, and provide a full written breakdown of the account. This was to be provided with a further cheque payment as a goodwill gesture and in full consideration of the poor customer service and costs incurred by C. The Ombudsman also required T to send a letter of apology and written assurances that any adverse credit information had been resolved. The Ombudsman advised C that she remained liable for any call charges remaining on the account.

28.3

C made a payment to T. T did not apply the payment to the account. T therefore referred the account to a debt collection company, and a credit default was registered on C's account. C sent proof that the payment had been made to both T and the debt collection company. However, for several months T insisted that the payment had not been received. Eventually T found the payment and applied it to the account. T also removed the credit default from C's credit file. However, T refused to pay compensation to C.

The Ombudsman was of the opinion that C had been caused distress and inconvenience over a prolonged period of time because of T's error. Therefore, she required T to apologise and to make a goodwill payment to C to recognise this.

29.0 Premium Rate Services

29.1

C disputed International rogue dialler calls and Internet usage calls with T. T informed C to send a letter of complaint which C did. T did not respond so C called T to be informed to obtain a police crime number. C sent a further letter to T requesting confirmation of what action to take but received no response.

T said that C was liable for the calls as they were due to International rogue dialler. T did not comment on Internet usage calls. T said that C had received poor customer service as it had not informed C correctly with regard to what the calls were or how to prevent them.

The Ombudsman said that C was liable for the calls but had received poor customer service from T. T to send a letter of apology and award a nominal goodwill payment to the account. T to also confirm that C's credit rating has not been affected.

32.0 Refunds

32.1

C had three telephone lines used with a small business. A request was accepted to transfer these lines. When C complained to T two of the lines were returned. The third was not. C claimed substantial losses as a result of T's actions. T refused to consider an AFL claim as it would be substantial. T did not provide any explanation as to why it did not return the third line.

The Ombudsman required T to reconsider the AFL claim which should be fully and properly justified.

34.0 Service Transfer

4.1

C requested to transfer their services and was advised they could keep the same services. When C transferred they did not receive the same promotional offer. T stated this was not guaranteed and C claimed they were misadvised. C experienced a poor level of customer service.

The Ombudsman considered that a significant shortfall in customer service has occurred in this instance and C had been given incorrect advice. T was required to write a letter of apology and a goodwill credit was awarded.

34.2

C obtained a telephone service from T based on a 12 month contract. C received a call a few days later and was advised that the contract was a 36 month contract. When C tried to cancel C was told by T that the termination fee would be based on 36 months. T supplied the Ombudsman's office a recorded telephone conversation and stated that a 36 month contract had been agreed. After listening to the telephone conversation the Ombudsman found that it wasn't clear whether there was a 36 month contract. The Ombudsman required T to seek charges only in relation to the cancellation based on a 12 month contract.

34.3

C received a call from T advising C that the service was now going to be supplied by T. C didn't agree to the take over. T maintained charges as it claimed C should have contacted it via letter to say it didn't agree with the arrangement proposed in the letter. The Ombudsman required T to clear the balance as a goodwill gesture as there was no evidence of an agreement being reached between both parties.

36.0 Tariffs

36.1

C had a contract for a mobile phone, which allowed unused minutes to roll over onto the following month for a maximum of three months, after which time they were lost. For the first two months T provided a summary of the unused minutes to be carried forward but then ceased to provide this summary. C complained. T was unable to provide a summary but continued to bill correctly and the rolled over minutes were carried forward. C complained that this was a breach of contract. T agreed to provide a credit of 20 pence per minute for any unused calls C had left at the end of the contract as a goodwill gesture for its failing to provide a written summary.

At the end of the contract period T provide credit for 3 months of unused minutes. C complained, as C believed C was entitled to credit for all of the unused minutes accumulated over the year. As a resolution T offered a further one months credit to compensate for the inconvenience. C referred the complaint to Otelo.

The Ombudsman did not accept that C was entitled to credit for the whole of the balance of the unused minutes accumulated over the contract period. C could only accumulate a maximum of 3 months unused minutes.

The Ombudsman accepted that the offer made by T was fair and reasonable and did not require T to take any further action.

40.0 Wireless Access Protocol (WAP)

40.1

C purchased a mobile phone from T. C stated that T informed C that C could access the internet for free via a dial up number using C's tariff's inclusive minutes. T stated that C had been told that C could access the internet for free, but by using a GPRS allowance, and not the inclusive minutes on the account. C asserted that T's Terms and Conditions stated that C was entitled to use inclusive minutes.

The Ombudsman discovered that the Terms and Conditions C referred to related to online accounts, which were different to that that C had agreed to. On the balance of probabilities it was concluded that C had misunderstood the free internet allowance, and that T had not misled C. No further action was required.