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## **1.0 Auto Diallers**

### **1.1**

C contacted T after discovering charges for PRS calls on the received billing and contacted T to complain. C insisted that a PC maintenance company was employed to rectify a fault on the computer and it was discovered that a PRS call bar had been put in place on the line. C maintained that T did not advise a PRS bar was in place and should refund the charges for maintenance incurred. T maintained the charges as correct, as the calls had been made via C's equipment. T added that a credit was applied to C's account for any delay in responding to the complaint. C adds that a considerable delay was encountered in receiving a response from T to correspondence sent. The Ombudsman concluded that C has been the victim of what is known as a rogue dialler. The Ombudsman considered that T could not have been alerted to the increase in expenditure on C's account. The Ombudsman was satisfied that C received an appropriate and timely response to the sent correspondence. The Ombudsman could see no reason for T to be accountable for this charge as on the balance of evidence presented to her, C had independently employed the services of an independent PC company in the knowledge that a PRS bar had been placed on the line. This issue has been underpinned by T's log notes. Therefore, the Ombudsman does not require any further action from T in this case

### **1.2**

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

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

### **1.3**

C was a victim of a rogue dialler that resulted in a large bill and therefore a payment plan was agreed with T, with set payments for a period of six months. C adhered to this agreement with T, however just before the final payment, C's line was disconnected for non payment of the payment plan. C called T from a public phone box to advise T of the agreement in place, yet was told that the account was in arrears and that the line would only be reconnected upon payment, in full, of the initial arrears, and also the current quarterly bill that had just arrived. C stressed C's unhappiness that the T operator was unwilling to educate herself as to the position on the account, and did not take the trouble to research the matter at all. C sent many letters to T and although goodwill offers were received, C rejected them as C felt that T had not adequately addressed the points that C had raised. From the evidence provided, and also T's admissions, it was clear that T had indeed disconnected C's line, for one day, in error due to one of C's payments being incorrectly allocated. The Ombudsman found that although there were some customer service issues and an obvious error, she was satisfied that T had, albeit

belatedly, tried to rectify those and it had also apologised and offered C what the Ombudsman deemed to be fair and reasonable recompense for any inconvenience incurred. The Ombudsman required T to maintain its offer of a goodwill credit to C's account.

#### **1.4**

C received a call and a subsequent bill from T confirming that the telephone account had been the victim of a rogue dialler. T disputed the call charges, but T maintained C was liable in full. However, because of delays with its investigation and reply to C, T decided to make two goodwill gestures, but C still maintained the full charges should be waived. T placed a call bar and provided all relevant security advice, whilst also referring C to its website for further advice.

The Ombudsman welcomed the actions taken by T, and felt it had acted appropriately throughout, apart from the acknowledged delays. However, as a further goodwill gesture, she required T to reconnect C's line, but only after a payment plan for the outstanding balance had been arranged. The Ombudsman required T to provide written confirmation of the payment plan, and clarification that the line will stay connected as long as C kept up with the repayments. The letter was to also include a full apology.

#### **1.5**

C received a bill with unrecognised calls to a rogue dialler. C complained that a similar event had occurred before and that inadequate advice was provided to prevent the recurrence. The calls were disputed but T requested payment in full as it did not recognise that it had been at fault.

The Ombudsman considered the action taken by T was adequate and C should have taken steps to ensure his system was secure. The Ombudsman required no further action to be taken by T.

#### **1.6**

C discovered call charges to Tuvalu after becoming a victim of the rogue dialler scam on the internet. These charges were disputed and further C discovered that another service provider had blocked calls to the countries known to be involved in this scam. C felt that T had not protected its customer's position sufficiently.

The Ombudsman pointed out that the blocking of calls to a country would be a commercial decision and is therefore not within her remit. The view was taken that C's must be responsible for their own actions whilst accessing the internet and therefore no further action was required of T

#### **1.7**

C received a telephone bill from T. C discovered that C had been charged for numerous calls to Tuvalu. C disputed making the calls, and complained to T. T informed C that the calls had been made by an auto-dialler that had been inadvertently downloaded onto C's computer. T maintained C was liable for the calls.

The Ombudsman considered that C was responsible for the security of C's computer equipment, and that therefore C was liable for the call charges. NO further action was required of T.

### **1.8**

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

The Ombudsman appreciated C's honesty in that C contacted her office once in correspondence and the other occasion via telephone advising her that C had obtained goodwill payments from two companies of the disputed numbers. However, following a careful review the Ombudsman considered that it would have been difficult for T to have detected the unusual activity during the disputed period as the charges slowly rose during this time. She required no further action from T.

### **1.9**

C was the victim of a rogue dialler generating calls to Tuvalu over two days. T placed a call bar on the line and notified C of the high usage. C complained about the call charges and T offered a goodwill gesture. C was still unhappy and a further credit was applied to the account due to the delay in completing the investigation. C escalated his complaint and was offered a further credit in error. T had not taken into account the previous credit applied to the account. T honoured its offer of the further credit and C accepted this offer.

C continued to complain about the poor customer service and the fraudulent activity and was unhappy that T maintained the call charges.

The Ombudsman accepted that T was entitled to payment of the call charges and found that T's customer service had been excellent and did not require T to take any further action.

### **1.10**

C received a large bill that contained calls to a PRS 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.

### **1.11**

T notified C of increased activity on C's line which led to C receiving a high bill for International calls. C disputed the calls with T and was offered a credit for T's initial delay in responding to C. C remained unhappy as C believed illegal activity was occurring. T maintained its position and the complaint reached deadlock. The Ombudsman found that T had charged correctly for the calls and appropriately credited C's account for its delayed response. Other issues C raised were outside of the Ombudsman's remit; however she did recommend that C submit to T a Subject Access Request as per the Data Protection Act 1998. T was also required to offer C a written explanation of an added service to C's account.

## **2.0 Billing**

### **2.1**

C requested payment confirmation from T which went unanswered for many months. T finally acknowledged a problem with the billing system not sending it out. Even after this, C did not receive the confirmation requested.

T required to ensure C gets one and to make a goodwill gesture for the inconvenience caused.

### **2.2**

C said that the un-itemised calls in April increased and C suspected an error with the bill. C checked the next two month bills and felt the suspicions were correct. C sent T a letter and in response received a letter addressed to a different person. C tried to email T but the email was returned saying that the address was unknown.

T provided the Ombudsman with a full itemised list of C's calls. T said that it could find no fault with the listed calls as all numbers dialled had been billed on previous bills. T sent C a letter but due to a technical fault the letter was addressed incorrectly. T also said that there had been a technical fault with the email address that C had been trying to email.

The Ombudsman said that C was liable for the calls as there was no evidence of an error or incorrect charging. T to send C a copy of all itemised calls and a letter of apology for problems with email.

### **2.3**

C complained that T had charged C incorrectly for a number of years. C stated that T had charged an incorrect amount for line rental and that C had never requested one service T had charged C for. C also complained that C had subscribed to T's broadband

internet service, but T had been unable to install it. Nevertheless T had charged C for the service.

The Ombudsman examined the information submitted and concluded that T had not overcharged C for telephone line rental. The evidence also suggested that C had been aware of the TV service for several years. T had been unable to provide the broadband service, but had refunded the charges taken. Although C had identified several instances of poor customer service T had made several credits to C's account, and therefore no further action was required.

## **2.4**

C disputed charges for international calls made by a rogue dialer. T maintained the charges. C sent several letters of complaint, which T responded to on each occasion. C continued to dispute the charges and T applied a credit to the account as a gesture of goodwill for the delay in resolving the matter. T then disconnected the service due to non-payment of the disputed charges without providing prior notification. T agreed to reconnect the service.

The Ombudsman was satisfied that T had acted appropriately in respect of the complaint and that the charges had been billed correctly. There was no evidence to suggest that the calls could have been prevented any sooner and T did place a bar on the account once the charges had been identified. However, there had been a shortfall in service in respect of the disconnection and in view of this the Ombudsman required T to issue a goodwill payment. The remaining charges were considered to be valid and payable by C.

## **2.5**

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

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

## **2.6**

C agreed a contract with T but was incorrectly charged. C requested a recalculation, which T completed, but the refund that was found to be appropriate was not paid. T investigated the problem and found the problem lay with the previous service provider and was soon resolved. T, however, did not inform C of this, failed to send a refund and maintained incorrect billing.

The Ombudsman found that C had received poor customer service and required T to apologise and make a goodwill payment.

## **2.7**

C reported getting a very large bill due to calls made to a premium rate service. C denied making the calls and reported that the number did not appear in the list of the last 10 numbers dialled. C had also said that C had no control over C's son using equipment without permission or consent.

The Ombudsman could not conclude whether the calls had been made by a third party or by faulty equipment. However, she found that T had billed correctly. T had offered a substantial goodwill gesture due to the amount of time T had taken to investigate the matter. Beyond applying that to C's account the Ombudsman did not require T to take any further action, but she did request that T make a reasonable payment arrangement with C to clear the balance. The Ombudsman advised C to take up C's complaint with C's digital supplier and the television programme in question.

## **2.8**

C contacted T as C's son was incurring high bills due to mobile and long distance calls. T gave C a PIN number to block all outgoing calls but that C could still make local calls only, as C needed this due to personal circumstances. T advised C no other calls apart from the designated local calls could be made. C then received high bills incurring operator connected calls. C complained to T that C was miss-informed of T's barring packages. T agreed and offered C a refund of half the charges, but C declined this. C was escalated through T's complaints process but the matter reached deadlock. From the evidence provided it appeared that C had a history of contacts with T for related issues and it was clear that T had accepted that T was given incorrect advice. The Ombudsman welcomed T's proposal but considered that C had done as much as possible in trying to prevent any calls being made by C's son. The Ombudsman required T to up its offer to 75% of the disputed calls as a gesture of goodwill based on the incorrect advice C was offered.

## **2.9**

C received a bill from T that including charges to an International number that C claimed had not been made. C complained to T verbally and requested a barring facility to be placed on the line. C received the next bill that contained further calls to the same number. C complained in writing a few times but T did not respond for five weeks. When T finally responded it acknowledged that it had not activated call barring and credited C's account for the International calls made on the second bill, along with an apology and a goodwill payment. C continued to complain but the matter reached deadlock. The Ombudsman found that T was not libel for the cost of the disputed calls, but that it did fail in its duty of care to C. The Ombudsman welcomed T's credits and apology, but required it to credit C's account as a further gesture of goodwill in light of the inconvenience caused throughout.

## **3.0 Broadband**

### **3.1**

C contacted T as technical issues were experienced with the broadband service received. C stated that a poor response was received from T in attempting to resolve the complaint. T acknowledged C's contact and maintained that all appropriate technical advice was given to C however; C did not act on the advice given. From the evidence provided, the Ombudsman was satisfied that T had acted appropriately in this case. The Ombudsman recognises the technical difficulties C encountered, however she found it probable that C did not act on initial advice given by T to contact its technical Department to enable it to investigate or had incorrectly sent the email to a wrong address. The Ombudsman highlighted the numerous contacts made by C in attempting to resolve his issues, but considers that T had responded to the contacts and sent correspondence in an appropriate and timely manner. Therefore, no further action was required from T in this case.

### **3.2**

C had broadband services from T and experienced difficulties with her connection. T investigated and there was found to be electrical interference with the network in C's area. The problems continued for several months when C experienced intermittent connection. C also complained that engineers failed to turn up for appointments. C objected to paying for a service she was unable to use and paid under protest. C wrote to T on a number of occasions but did not get a written reply to her letters.

T accepted that there was a problem with the broadband connection and offered C half price broadband for 3 months and then offered free television, telephone and broadband services from September to the end of November as a goodwill gesture to allow time for T to resolve the broadband connection.

The Ombudsman required T to refund all charges for broadband added to the account from the date of C's complaint and to refund any outstanding credit on the account. The Ombudsman accepted that T's goodwill gesture to provide free television, telephone and broadband services was a fair and reasonable offer to compensate for the poor customer service.

### **3.3**

C subscribed to T's Broadband service. C experienced problems with the service. C reported these problems to T. T failed to respond. C therefore cancelled the Direct Debit. T restricted C's services.

The Ombudsman was of the opinion that T should have taken action to resolve the problems C experienced. T had offered to refund all Broadband charges C had paid. The Ombudsman required T to make a goodwill payment to C to recognise the customer service problems C had experienced and to credit the charges made after the service was suspended.

### **3.4**

C agreed to the provision of a broadband service by T. C connected the equipment on the go live date but experienced difficulty connecting to the service as it kept disconnecting. C telephoned T's customer service department and was referred to its technical department. C was advised to try several tests so that T could determine where the fault lay. The fault was not resolved and C had cause to contact T on a number of occasions, each time being referred to the technical department. T then advised that the filters may have been faulty and replacement ones were sent out. These were tried but C still experienced problems. T arranged for an engineer to call as the problem appeared to be of a technical nature. C was unhappy with the service received and failure to receive a response from T's customer service department and decided to cancel the agreement. T refused to allow this as there was a twelve month contract. T had credited C's account with a goodwill gesture and the value of the charges raised for when the service had been interrupted. C was not happy with this offer.

The Ombudsman recognised that neither party could be found to be at fault for the failures to connect to the service due to a technical problem but that T did fail to provide adequate customer service. Due to the ongoing and intermittent nature of the fault C was to be given the option of terminating the contract with payment at 50% of any associated charges or continue with the service with a credit to the account to the value of the charges raised from the go live date until the date OTELO was contacted. As a result of the failure to fully inform C of how the matter was progressing, and to take the promised action, T was to make a further written apology and make a goodwill payment.

### **3.5**

C said they were contacted by T and asked for information to be sent about BB. C received a modem and so called T to cancel. C said C got no response and so tried to connect to the BB service. C was unable to connect and so reported a fault to T. T could find no fault and so C requested cancellation. C then disputed all charges with T for the BB service but received no response. T said it had refunded the account with the cancellation charge plus rental of the service.

The Ombudsman said that based on the evidence provided it could not be known if C agreed to the service or not. The Ombudsman was of the opinion that the credits already made to the account were acceptable. The Ombudsman requested T to send C a letter of apology and confirmation of what had been refunded.

### **3.6**

C complained to T about the BB service received after initially being very happy. T explained to C that due to the number of line users in the area meant it could no longer support the BB service and advised C should consider cancelling the BB. C believed this was unacceptable and demanded T provided the level of BB service initially enjoyed. T highlighted that it was under no obligation to do so, as the costs upgrading the lines would be excessive. C could not accept this point and brought the complaint to the Ombudsman, whilst highlighting poor customer service had been received.

The Ombudsman fully appreciated C's frustration, but felt T had taken a justified stance because of the excessive costs involved. She understood this was a commercial decision, but was concerned that C may have continued to be billed for a service T could no longer provide. Therefore, she required T to send a letter inviting C to have the BB service cancelled from the date problems first occurred, with any payments refunded as a gesture of goodwill. The letter was to also include an apology, but she felt C had not provided any clear evidence of poor customer, and no further action was required on this point.

### **3.7**

C had a fault with Broadband. C attempted to report fault to T but was unable to get through. C approached Ofcom but still received no response from T. C then received an email from T and responded asking T to call C but C received no further response. T did not provide a case file.

The Ombudsman said that T should release C from the contract immediately without penalty and provide the MAC code. T to send a letter of apology to C and explanation of why it did not respond to C.

### **3.8**

C transferred line service to T and applied for Broadband. C's voicemail and Broadband service did not work and so C reported this to T. C did not have either service for a period of three weeks and so cancelled the service. C requested compensation from T.

T said that the voicemail was faulty due to a system error but did not elaborate any further. T said that it initiated diagnostic tests of the Broadband and also sent out a new modem but this did not resolve the problem. T said it wanted to initiate further tests but C was not happy with this. T have already refunded C with all rental charged for the Broadband service.

The Ombudsman said that C had received a shortfall in customer service from T. the Ombudsman confirmed that C could not have Broadband due to analogue line length. The Ombudsman requested T to award C with a nominal goodwill payment and to credit this to the outstanding balance.

### **3.9**

C agreed to a telephone and BB service from T, and stated T had promised the BB would be 2MB. She complained about being incorrectly advised about the speed received and highlighted that a 512Kb was only being provided. C was also unhappy that she was unaware the BB was a 12 month contract. C wanted the BB contract cancelling with a full refund of all money paid. T stated C would have been advised of these points and highlighted that the target date letter would have confirmed these points. C provided a copy of the target date letter.

The Ombudsman reviewed the target date letter and could see no confirmation of the speed being provided or the 12 month contract. She felt she should accept C's version of events on the balance of probability. The Ombudsman required T to send a letter of apology, with written confirmation that the BB account has been terminated without any early termination fees being applied. She felt C should remain liable for the BB charges to date, but required these to be reduced with a goodwill gesture.

### **3.10**

C requested T to supply a Broadband service, but the modem didn't arrive and C was unable to connect. Despite C chasing T for the modem this didn't arrive. T continued to bill C and ignored C's letters. The Ombudsman was disappointed that T had not provided her office with case file details. She required T to provide C a full refund for the payments it had taken from C in relation to the Broadband service and close the account if not already done; remove any late payment fees and surcharges including termination fees levied on the account; and provide C an apology for poor customer service levels along with a goodwill gesture.

### **3.11**

C contacted T to enquire about getting broadband connected at C's premises as it was in a rural location. C stated that T advised that broadband can be connected and signed C up for the service. C stated that the service did not become active and after investigation by the mainline provider, it was discovered that a Dax line was connected at C's premises and broadband could not be connected unless moved. C added that upon contacting T a poor response was received. T did not respond to the Ombudsman. The Ombudsman was satisfied that C was initially mis-sold his broadband service by T and considers that as a result of the companies actions C was inconvenienced. The Ombudsman notes that C received a letter from T confirming that the account had been closed and any outstanding balance was to be cleared. The Ombudsman presumes that the response letter from T is an acknowledgement of C's difficulties and an attempt to resolve the complaint. The Ombudsman believed that C did not receive an appropriate or timely response to his complaint correspondence or upon his contact to the company. Therefore, T was required to maintain its offer to cancel C's account, without penalty, and clear the account balance to nil. T should offer C a goodwill gesture payment, via cheque, for his overall poor experiences to date (which covers the cost of the mainline engineer call out charge) along with a letter of apology. T should write to C to confirm its actions, and confirm that no adverse information has been sent to any credit reference

agency as a result of this episode. T should also contact its debt recovery agents and ensure that C is not chased for payment any further for the disputed amount.

## **4.0 Call Limit**

### **4.1**

C contacted T as billing was received with increased charges although a call limit was agreed. C added that a poor level of customer service was received upon complaining to T. T did not respond to the Ombudsman. Whilst the Ombudsman was sympathetic with C's predicament as the account holder, C is accountable for any charges incurred on her account, even if a call limit was set in place. The Ombudsman advised that she advises that the primary purpose of a call limit in circumstances of this kind is to protect T, not to protect the account holder. Customers are responsible for monitoring the usage on their accounts and a call limit is not a guaranteed service and is only a guide to monitoring calls. The goodwill gesture offered by T, addressed any service shortfalls C experienced and is appropriate in the circumstances. Therefore, no further action is required by T in this case.

### **4.2**

C received a bill from T that was much greater than expected as it was thought a call limit would have prevented a bill of this size. C complained and T investigated and stated that it had no record of a usage limit, but there was an advisory limit. It said this was meant only as a guide.

The Ombudsman considered both parties were equally to blame and required the outstanding bill to be halved.

## **5.0 Cancellation**

### **5.1**

C contacted T to cancel services. T did not respond or cancel and continued to bill C. C sent letters but received no response. T did not provide a case file.

The Ombudsman said that T should refund all charges since the date C moved address. T to also award a nominal goodwill gesture and send a letter of apology.

### **5.2**

C contacted T to request cancellation of the mobile contract. T subsequently made an offer of an upgrade but this was declined. C stated that despite this fact T then applied the upgrade and refused to cancel the new contract despite many requests. Calls and letters were sent, and C complained about the overall service provided by T. T failed to provide any information to the Ombudsman.

The Ombudsman accepted, without any evidence to the contrary, that T had incorrectly provided an upgrade. However she felt it was unreasonable for all charges to be waived if C had received some benefit of T's services over a nine month period. The Ombudsman required T to cancel the contract without early termination fees being applied. She required T to cancel all charges from the original cancellation request if there was no evidence of C using the service. If C had used the service, then T was required to refund five months line rental. If a credit remained, then T was required to provide a goodwill cheque. The Ombudsman requires T to send 3 written confirmation of any action taken and this will include an apology.

### **5.3**

The Ombudsman concludes T has failed to provide an adequate level of customer service in this case. Despite T's assurance the account was closed and there was no outstanding balance it continued to pursue C for payment and threatened C with debt recovery action. The Ombudsman considers C has incurred costs when trying to resolve the complaint and as a result suffered inconvenience.

The Ombudsman requires T to issue a letter of apology to C in recognition of the customer service issues raised. The Ombudsman directs T to remove C's details from its system to prevent further correspondence being issued. In recognition of the inconvenience suffered by C the Ombudsman requires T to make a goodwill payment. The Ombudsman recommends T review its closure procedure to ensure its customers are not pursued for payments they do not owe.

### **5.4**

C sent a letter to T querying charges on the account, but T failed to reply. C then tried in vain the contact T about a house move, and sent emails which were ignored. C then moved but was still unable to contact T. After two weeks without a telephone service C decided to cancel his service. However, T failed to action this request and further increased bills continue to be received. C complained in writing to various departments but these also failed to get a response. C complained to Otelo, and T sent a note stating it was not going to defend the case.

The Ombudsman required T to send a full letter of apology, as well as confirmation that the account had been closed, with all charges after C's move cancelled. She was concerned that C may have been the victim of a rogue dialler, and if this was the case, avoidable charges may have been incurred. The Ombudsman required T to cancel any PRS/international charges after the initial letter was received from C. She also required T to ensure that any adverse credit information was resolved, and also required T to make a further credit to the account as a goodwill gesture. If this led to a credit, then this was to be refunded. T was to provide a full breakdown of the account.

## **5.5**

C had CPS service with T and transferred his calls to another provider. C assumed that his account with T had been cancelled. Approximately ten months later C received a large bill from T. C contacted T to dispute and agreed that C owed one month's charges due to him originally agreeing to a 12 month contract. C said that T said it would remove the outstanding balance and bill C for the one month. C received no further response except monthly bills charging further for a service C did not have. C sent T a letter but received no response.

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

The Ombudsman said that although C may have been required to cancel the account with T himself C had received poor customer service from T. T failed to bill C for ten months and also failed to deal with the complaint when C contacted it. The Ombudsman requested that T remove all outstanding charges and send a letter to C to confirm this and apology.

## **5.6**

C ordered Broadband (BB) service from T. T sent a letter to C confirming the order. Before services were activated C contacted T and requested the order be cancelled. T insisted on applying a cancellation charge which C paid.

C did not feel that the cancellation charge was appropriate and sent a letter of complaint to T. C received a letter from T asking C to call Customer Services about her complaint. When C did this there was no-one at Customer Services who could help her.

The Ombudsman noted that the cancellation clause in T's contract clearly stated that cancellation charges would be applied once C had been advised of the date services were to be activated. C had not been informed of this by the time C requested cancellation; therefore it was not right that cancellation charges should have been applied.

The Ombudsman concluded that T must refund the cancellation charges to C and make a further small goodwill gesture to C for poor customer service.

## **5.7**

C submitted a cancellation request to T. C did not hear from T for over a year. T then sent C a demand for charges for the intervening months, and claimed it had not received the cancellation request.

The Ombudsman was of the opinion that the fact T had not contacted C for over a year after the cancellation request was submitted was evidence that the cancellation request had been received. T was required to cancel the outstanding charges on the account.

## **5.8**

C was a customer of T but decided to cancel the agreement in place. T accepted this and actioned the cancellation. However nine months later C received a bill from T for call charges. C contacted T to dispute these as C was no longer a customer. T maintained that the charges were correct and chargeable and demanded payment. C complained but was not given promised call back and the complaint prolonged for over three months. T eventually offered C a goodwill gesture but this was refused. The Ombudsman found that T had confirmed C's cancellation some nine months earlier and that it was apparent that C's calls had leaked through via T's system. Despite this, and based upon the amount in dispute, the Ombudsman required T to waive the outstanding charges due to the level of customer service received by C throughout.

## **5.9**

C said that C had agreed to a one year contract with T and after one year transferred service to another provider. C then received a termination fee from T which C disputed. T maintained as correct as C had agreed to a three year contract. T provided a recording of the sales and verification calls.

The Ombudsman said that the evidence showed that C had agreed to a three year contract. Therefore C was liable to pay T the termination fee. No further action was required by T.

## **5.10**

C requested an account cancellation, but it was not actioned by T. C wrote to T but the letters were not responded to. C said the services were not used after the initial termination request but T provided bills to show this was not the case and a later termination date was applied.

The Ombudsman considers the customer service from T was poor required it to apologise and make a goodwill payment. She also requested C to pay the balance of the debt as usage of T's service had been demonstrated on the bills.

## **5.11**

C claimed to have telephoned T in January to cancel C's account because C was moving house and to have been advised to write in. T's records indicated that this was the case. C claimed to have written in on the same day and to have telephoned T in February, April and June. T had no record of C making any other contact until July. C supplied the Ombudsman with copies of C's bills and the June bill showed C's new address. The Ombudsman concluded that C must have been in contact before July to give C's new address and that T's records must be incomplete. She found on the balance of probabilities, that C had made contact when C had claimed to have done so. The Ombudsman required T to cancel C's account 28 days after C's first telephone call

and to refund any resulting overpayment. She also required T to write to C apologising for any inconvenience caused.

### **5.12**

C's service was restricted by T. T cancelled the account and applied a termination fee. The Ombudsman noted that T failed to advise C correctly from the outset why the service had been restricted. She found that this was evident when C contacted T on a certain date and spoke to the advisor. It was only later when T discovered that the service had been restricted due to an earlier billing dispute. The Ombudsman couldn't see any fraudulent activity undertaken by T in trying to withdraw money from C's bank account as call records showed that C had authorised for the DD to be reinstated. The Ombudsman considered that the termination fee pursued by T was not just in light of the circumstances. She proposed T to waive the termination fee on the account and allow C to cancel his account. However, before this was carried out the Ombudsman felt C should be expected to pay T the outstanding balance on the account.

### **5.13**

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.

### **5.14**

C contacted T to cancel one of the mobiles on C's account however C continued to be charged for it. C sent a formal disconnection letter to T but to no avail. C continued to contact T but the charges continued. T advised C to fax it a copy of C's request again on T's fax number, which C did, but again to no avail. T then disconnected both mobiles on C's account. T claimed not to have received any of C's correspondence and C provided the Ombudsman with copies of both. Based on the balance of evidence the Ombudsman considered that C had put forward cancellation requests and that T had not actioned them. The Ombudsman required T to credit C's account for any costs incurred since the date of C's disconnection, confirm the closure of the said mobile to C, credit C's account with a small goodwill payment and offer C a written apology. T was also required to reconnect C's remaining mobile immediately, and the Ombudsman could then see no reason why C should not pay any remaining balance.

## **5.15**

C sent written conformation to T to cancel part of the services; however, all services were cancelled. C insisted that an offer was made by T for one years free line rental for two telephone lines. C added that after being visited by T's engineer the 1471 service was restricted and upon attempting to resolve the complaint did not receive an appropriate level of customer service. T did not respond to the Ombudsman. The Ombudsman considered the one year free line rental offer is valid and relates to two lines at C's premises. C stated that T offered to credit the account. Although the exact basis of this offer was unclear, the Ombudsman is satisfied it is legitimate. C encountered a loss of the 1471 service and did not receive the level of customer service normally expected and the Ombudsman considers this to be a shortfall in service and customer service. Therefore, the Ombudsman requires T to clarify its offer of one years free line rental on both telephone lines, confirm any credits that have been applied to the account, (including the one stated by C) and offer a further goodwill gesture payment for the overall poor experiences along with a letter of apology. T should additionally confirm what tariff C is signed up for and the monthly charges it entails

## **6.0 Carrier Pre-Select**

### **6.1**

C complained about T signing C up to a contract that was not needed or wanted. T then continued to provide increasing bills for a service that was not being received. When C complained, T initially insisted C was party to a 12 month contract and only refunded three months line rental as a goodwill gesture. T then accepted the situation in a letter and promised a full refund but this was never received. C complained to the Ombudsman about numerous letters and calls being made, whilst T failed to provide any details.

The Ombudsman required T to send a letter of apology as well as a goodwill cheque. The cheque was in full consideration of the promised refund, payments made by T, and the customer service issues raised.

## **7.0 Credit Control**

### **7.1**

C's service was restricted by T. C called T and was advised this was due to non-payment. C paid bills and advised had not received any. C sent letter of complaint and received a response admitting an error and apologising. C continued to complain and received a nominal goodwill gesture.

T said it felt that the goodwill already offered was acceptable. T said that C should have informed T of the billing problem. T did not mention any billing error.

The Ombudsman said that as T admitted an error in its letter to C then it should compensate C appropriately. T to send a letter of apology and award a nominal goodwill payment.

## **8.0 Customer Service**

### **8.1**

The Ombudsman concludes C experienced a shortfall in customer service from T. The initial delivery and activation of the mobile phone was delayed and caused C.

The Ombudsman found T was not contractually obliged to provide compensation for any business losses suffered by C.

The Ombudsman noted T explained its position to C and made a goodwill payment. T increased its offer and C declined. The Ombudsman is satisfied this offer provides sufficient redress in light of this element of complaint and requires T to apply a small credit to the account.

T was only made aware of the handset problems on 26 May therefore it provided redress according to the days it was aware. C did not report any further difficulties for another month. The Ombudsman noted T issued a further two new sim cards in an attempt to resolve the problems. The Ombudsman considers C suffered a further loss of service and therefore requires T to make a goodwill payment to C.

The Ombudsman noted C's comments about the estimated loss of business C suffered due to T's service and poor handling of the account. The Ombudsman found T is not contractually obliged to compensate C for any such losses and therefore requires no further action in respect of this element of complaint.

The Ombudsman noted T released C from the three-year contract without charging an early termination fee. The Ombudsman welcomes this gesture of goodwill as recognition of the customer service issues that have been raised on this case.

C's account is no longer binding to the fixed term. The Ombudsman noted the increase in the quarterly charge for this new contract but considers T is correct to maintain the charges in line with the terms and conditions. It is the Ombudsman's view that the terms and conditions are not transferable between service agreements.

### **8.2**

T gave out C's bank details to a third party and C complained to T. T corrected the error once it became aware of it. C experienced a poor level of customer service and claimed that T had breached the Data Protection Act. T made a goodwill offer.

The Ombudsman considered that it was likely that a breach of the Data Protection Act may have occurred in this instance. She considered that a shortfall in customer service had occurred. T was required to increase its goodwill offer and write a letter of apology.

### **8.3**

C ordered an anti virus download from T. Due to a lack of understanding C continued to make numerous downloads which incurred extra charges. When these were challenged T promised a refund of the over charge but this was not provided. When chasing the refund C experienced poor customer service.

The Ombudsman required T to provide a detailed statement of the account and a goodwill gesture for poor customer service.

### **8.4**

C's services were cancelled by T and its set top box was collected. Despite this T continued to invoice C and when the invoices were not paid it threatened debt collection action. C paid the invoices to avoid such adverse action. Numerous letters and calls made by C failed to alter the situation.

The Ombudsman viewed the customer service in this matter as being poor and required T to provide a refund of the monies paid as a result of the threats made by T. A goodwill gesture was also required with a closing statement showing a nil balance.

### **8.5**

C arranged an appointment for T to collect its cable TV equipment. T failed to keep this appointment. As C was self employed C required to pay this lost days earnings. C also lost a further day when a second appointment was not kept. T refused to pay an invoice delivered by C. The Ombudsman did not agree that T should be responsible for this invoice and could see no good reason why C had had to lose two full days earnings and noted that regardless it was obvious that T would have to collect its equipment.

The Ombudsman required T to provide a small goodwill gesture for poor customer service and arrange to collect the equipment at C's convenience.

### **8.6**

C agreed to T's telephone and broadband service yet C did not receive the modem until approximately six weeks later. C was not happy with this and T credited C's account with the charges paid and also an extra goodwill gesture. C then experienced payment problems and also connection problems with T. T incurred bank charges as C had cancelled the Direct Debit, but C's bank later refunded these. After months of experiencing no problems, C's services were restricted again. T claimed that there had been misuse on C's line due to PRS calls; however C advised that C had made those particular calls. T demanded payment immediately, despite the bill not being due for another two weeks, however C refused this as C believed C had done nothing wrong. C then requested disconnection and a final bill, but this did not happen. The Ombudsman found that in the first instances, although errors were made by T, it rectified these and provided adequate recompense to C for them. Regarding the latest issue, the

Ombudsman acknowledged why T had restricted C's services and that this was in accordance with its T and Cs. However the Ombudsman considered that when C had advised that the calls were not in dispute, it should have resolved and closed the matter. This was not the case and led to further disruption and inconvenience for C. The Ombudsman considered that C was liable for a termination fee, but required T to credit the outstanding balance with one month's free service. T was required to produce C a final bill and once this had been paid, to confirm the closure of C's account in writing, remove any broadband marker from Cs line and ensure that no adverse information had been passed onto C's credit file.

### **8.7**

C complained that T had provided a service without authorisation. T explained that an employee had agreed the contract. C refused payment on the account and asked to cancel. T advised that a termination fee would be applied. C asked for confirmation of the contract and, although T sent the details, C claimed that it had not been received. C then asked for compensation for the loss of business when the line was disconnected. T explained that C had not reported a fault and rejected the claim.

The Ombudsman was of the opinion that the contract had been entered into due to a misunderstanding but she considers it to be valid. However, as it was clear that T did not wish to continue with the service, and this had resulted in the delay of provision for some months, the Ombudsman considered it to be unreasonable to charge the term fee. T was required to provide details of the contract and in the event that this was not possible credit to the account was required. In addition, T was required to cancel the service and waive the term fee. The remaining charges were considered to be valid, as C had used the service.

### **8.8**

C contacted T about incorrect billing, failure to implement a change of tariff and address and failure to repair C's handset. C complained to T, but T failed to respond.

The Ombudsman concluded that T should respond fully to the issues raised in C's complaint. T was also required to provide a goodwill credit or cancel C's contract without C incurring an early termination fee.

### **8.9**

C signed up for an additional service from T. C was never able to utilise the service and requested cancellation. T failed to cancel the service completely that prevented C from going to another supplier.

The Ombudsman considered the service from T had been poor and required it to complete the goodwill payment it had suggested, along with an apology.

### **8.10**

C asked to cancel an account and due to the lack of response understood that the action had been taken. Some considerable time later, T issued a payment demand to C. C complained about the charges but T refused to suspend the account. The charges then doubled but T was unable to advise C what the charges related to and why they had increased.

The Ombudsman required T to issue an apology for failing to cancel the service and for failing to respond to C's queries. In addition, T was required to clear all charges on the account and provide confirmation that it had been cancelled. Finally, T was required to issue a goodwill payment to C for the poor service received.

### **8.11**

C's service was disconnected. C complained to T and was told that it was due to non-payment. C claimed that the service had not been requested but T advised that C had agreed during a sales call. T was unable to provide a copy of the call due to valid reasons but C continued to dispute the agreement. T cancelled the service on request but billed C for the service whilst active. C refused payment. C also wrote to T with details of the complaint but T failed to respond.

The Ombudsman noted that T had provided bills and welcome letters to C and also that C's previous provider would have issued a transfer of service letter. Therefore it was clear that every effort had been made to communicate the details of the service to C. However, T did not try to contact C by letter, despite leaving messages with a third party and the Ombudsman considered this to be a shortfall in service. T was required to issue a written apology to C for failing to respond to the written complaint. However, the Ombudsman considered the charges to be valid and payable by C.

### **8.12**

C wanted a new line installing as they had moved. T had to contact the wholesale company to arrange this but there was a long delay before the line was installed. T stated the delay was due to the wholesale company and it had no control over this. C experienced a poor level of customer service.

The Ombudsman considered that the installation delays were caused by the wholesale company and not T. Nevertheless, the Ombudsman believed that C had experienced a shortfall in customer service. A nominal goodwill gesture was awarded for the shortfall that had occurred and T was required to write a letter of apology.

### **8.13**

C requested T to cancel their account within the cooling off period but T failed to take appropriate action. C incurred charges for the account and experienced a poor level of customer service. T cancelled the account and refunded the charges. T made a goodwill offer.

The Ombudsman was disappointed that T failed to cancel C's account and considered that a shortfall in customer service had occurred. T was required to fulfil its goodwill offer and write a letter of apology.

## **11.0 Disconnection**

### **11.1**

C requested to cancel their account but T failed to take any action for some time. C received creditors notice and despite complaining several times to T, it took no action. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The Ombudsman required T to ensure C's service were cancelled and the service charges backdated. T was required to write a letter of apology and a nominal goodwill payment was awarded for the shortfall that had occurred.

### **11.2**

C entered into a mobile phone contract with T. The mobile phone was reported as stolen. C was unable to terminate contract until the minimum period had expired. On contacting T to cancel C was required to give notice. C paid their final bill and cancelled their Direct Debit. T continued to bill C and demand payment. C experienced a poor level of customer service. T agreed to clear any accrued balance on the account but did not agree to provide any reimbursement for costs or any gesture of goodwill, as T was of the opinion that it had provided C with a good overall level of customer service.

The Ombudsman was satisfied on the evidence from C and T that C had cancelled the contract and accepted T's offer to clear the outstanding balance on the account but also required T to send a written apology to C together with a nominal payment.

### **11.3**

C contacted T to cancel one line. T cancelled all three lines. C contacted T for compensation but received no response.

T said that its systems at the time only allowed it to cancel an account. As C had three lines attached to the account this then cancelled all three lines rather than the one. T has now ensured this will not happen in the future. T said it was about to respond to C when it received the Otelo case file request. T said that C had received poor customer service due to the delayed response and offered a nominal goodwill payment. T said that C had a residential service so not liable to cover loss of business. T willing to offer a nominal compensation payment.

The Ombudsman said that C had received poor customer service but the offers of goodwill and compensation were reasonable. T to send C a letter of apology and a cheque for the goodwill and compensation.

## **12.0 Disputed Charges**

### **12.1**

C cancelled C's broadband account with T. However, T continued to bill C. C complained. T agreed to credit the further charges incurred. However, it failed to cancel the account on a number of occasions, and charging continued. T finally managed to close the account and clear the amount outstanding, but C wanted compensation.

T informed the ombudsman that it had not received the original cancellation request. However, the evidence suggested that C had cancelled the account and then opened a new one. As C had moved out of the property the service was being provided to, the Ombudsman considered that it was extremely unlikely that C had requested the new account. The evidence then demonstrated that T had failed to act upon C's notifications that the account should be cancelled. Therefore, it was required, to apologise, remove any adverse information from C's credit file and to make C a goodwill payment to recognise the problems caused.

### **12.2**

C disputed charges for calls to a premium rate number. T investigated the charges and identified that they were due to calls made to a competition. C denied that anyone in the family had made the calls and wrote a letter of complaint. T failed to respond to the letter.

The Ombudsman noted that the charges were for calls to a daytime TV competition and considered the charges to be valid. However, as T had offered a goodwill credit for the delay in responding to the complaint she required that offer to be honoured. No additional action was required of T in respect of this matter and the Ombudsman could see no reason why C should not pay the remaining balance once the credit had been applied to the account.

### **12.3**

C complained to T as they should have been receiving a discount but T failed to apply it. C made several complaints as the discount was applied intermittently to the account. C experienced a poor level of customer service. T added the discount to C's account and applied a credit for the discount they should have received. T made a generous goodwill gesture.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The Ombudsman was pleased to note that T had resolved the discount issue and applied the correct loyalty discounts to C's account. The Ombudsman considered

the goodwill credits applied to C's account more than compensated for the shortfall in customer service. T was required to write a letter of apology and provide confirmation of the credits that had been applied to C's account.

#### **12.4**

C contacted T and requested compensation for having services suspended. C advised that a payment was made via cheque to clear the debt, although due to T's billing system it was not received and therefore the services were suspended. T explained that it would not offer any compensation for late payment of sums owed and no goodwill gesture payments would be offered.

The Ombudsman was satisfied that T was warranted in suspending C's service as C was late making payment into T's account. She was satisfied that C's complaint was invalid and furthermore that T would not pay compensation for non payment of services. The Ombudsman recognised a level of ambiguity with the advice give regarding payment methods and recommended that T review the information provided, to reduce any further confusion for its customers. The Ombudsman considered that C did not receive a response to the sent correspondence and this was a shortfall in customer service. Therefore, T is required to offer C a goodwill gesture payment for its failure to respond to C's complaint correspondence in writing, along with a letter of apology.

#### **12.5**

C took out a service from T and received a bill many times greater than expected. T initially stated that there was a system fault and offered to recalculate the bill for C. It later reported that the bill was correct due to high usage by C exceeding the agreed tariff.

The Ombudsman considered C had used the service extensively and that billing was not at fault. She required the disputed bill to be halved between C and T.

#### **12.6**

C disputed internet charges on their account and claimed they had not accessed the internet via T's set top box. T maintained the charges had originated from C's username. C stated that there was some confusion when the account was set up as to who the telephone number was registered to. C experienced a poor level of customer service.

The Ombudsman required T to investigate the possibility that a username belonging to another customer had been registered on C's account and that they may have incurred internet access charges in this manner. A nominal goodwill credit was awarded for the shortfall that had occurred and T was required to write a letter of apology.

#### **12.7**

C closed an account with T and when C received the final balance, C noted that a refund was due. C made repeated requests to T for the refund and it took T some seven months for T to send C the refund.

In the interim period T began sending C billing for services C had cancelled. Despite C complaining about this billing continued and was followed by disconnection notices and debt collection agency letters. C complained to T about this by telephone and in writing. T ignored C's complaints.

The Ombudsman commented that there appeared to have been administrative errors on the part of T and that T should ensure that C's account should be properly closed, credit reference entries amended and debt recovery action halted. T should also send C a letter of apology and make a small goodwill gesture to C.

### **12.8**

C contacted T as further billing was received after the account was cancelled, in writing, via recorded delivery. C added that no response was received by T to correspondence sent. T did not provide a case file.

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

Therefore, T was required to ensure that C's account is closed with a zero balance, offer a goodwill gesture payment, by cheque, for the overall poor experiences to date along with a full written apology. T should clarify; in writing to C that no adverse information should remain on record, resulting from the subject matter of the complaint or have been passed to any credit reference agency. T should also contact its debt collection agents and recall any debt remaining and ensure that no further billing is sent.

### **12.9**

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

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

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

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

#### **12.10**

C contacted T as call charges on billing were disputed. C added that a poor level of customer service was received upon complaining to T. T acknowledged that C was chased for payment although a credit on the account was due.

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

Therefore, T was required offer C a new account from 17 May showing a breakdown of all charges and credits, a letter of apology confirming that no adverse information should remain on record, resulting from the subject matter of the complaint or have been passed to any credit reference agency. T should offer C a goodwill gesture payment for the overall poor experiences to date which includes charges for calls and postage and ensure provision of the 1571 facility.

#### **12.11**

C made numerous complaints to the Ombudsman about the telephone and Internet services C was receiving from T.

C complained that billing showed calls that C had not made, C had been charged for free calls, T had done nothing to prevent the attempted unauthorised take over of C's services by another provider, charges for the attempted take over of services had been applied to C's account and C had failed to respond to letters of complaint that C sent.

The Ombudsman was satisfied that C's call billing was correct and if C had not made the disputed calls, someone else who had access to C's telephone had done so.

The Ombudsman decided that if C had been incorrectly charged for free calls, T should ensure that this did not occur again and if the charges had been applied T should apply appropriate free credits to C's account.

The Ombudsman also decided that T should take some proactive action to prevent the unauthorised take over of C's services and if C had been charged for this action, which was outside of C's control, then such charges should be removed from C's account and C should be refunded with any that had already been met.

The Ombudsman also concluded that T had not responded to C's complaints and this amount to customer service failings. T should send C a letter of apology and make a small goodwill gesture to C in respect of this.

#### **12.12**

T admitted that C was charged incorrectly for calls that should have been free. T failed to rectify this situation and C cancelled the account. The Ombudsman found T delayed in cancelling C's account. In light of this the Ombudsman requires T to recalculate the effective date of closure from the initial request dated 29 July. The Ombudsman requires T to refund C any termination charges that might apply to the account plus any overpayments C has made after the revised closure date. The Ombudsman acknowledges T's gesture to waive the bill, however requires it to ensure it has not overcharged C for landline calls that should have been free on its Anytime tariff.

The Ombudsman considers T failed to provide a satisfactory standard of customer service on this case. C highlighted difficulties with the DD instruction and recovery action. The Ombudsman welcomes T's offer of a goodwill credit, and in addition requires T to issue a formal letter of apology with an assurance that C's credit history has not been adversely affected by its actions.

### **12.13**

C moved house and T was unable to install any services. C incurred service charges and requested to cancel the account. T stated C would be held to the terms of the contract. C experienced a poor level of customer service.

The Ombudsman considered that as C had not received a service from T, they should not be held responsible for the charges incurred on the account or to the terms of the contract. The Ombudsman considered that a shortfall in customer service had occurred. T was required to cancel the account and refund all service charges. T was required to write a letter of apology and provide a nominal goodwill gesture for the shortfall that had occurred.

### **12.14**

C upgraded to broadband but the dial up internet package was not cancelled. It was several months before T cancelled the package. C experienced a poor level of customer service. T credited all overcharges that had occurred.

The Ombudsman was concerned that the complaint was not dealt with in a timelier manner and she considered that a shortfall in customer service had occurred. T was required to confirm the dial up package had been cancelled and make a nominal goodwill credit for the shortfall that had occurred.

### **12.15**

T provided C with services. C was going away and contacted T to request details of charges and for use of the handsets whilst away. T gave some advice that was followed by C. On returning C discovered that the credit limit agreed with T had been exceeded by a considerable amount. C contacted T to discuss this and wrote a letter. T stated that it would be investigated and wrote back some months later. During the time C waited for a response, further telephone calls were made to T. C cancelled the direct debit usually

paid to T and then T restricted C's service to the landline. C continued to chase but encountered difficulties in speaking to a Manager/ Supervisor when requested. T promised to call C back but C said that these calls were never made and T stated that due to the restrictions it had been unable to make the calls. T wrote to C and stated that it apologised for not having given the appropriate advice before C had gone away but failed to address the complaint fully.

The Ombudsman considered that under the terms and conditions of service had C not requested specific information on the use of the service whilst abroad and therefore C would have been responsible for the call charges exceeding the credit limit. T was under a duty to provide the requested information or give C details of where these could be found so that C could make an informed choice. As C had previously been content with the credit limit T was to reduce the disputed bill to that amount. C was responsible for the charges raised on the remaining invoices with the exception of one charge on the next invoice for non payment as the matter was in dispute. The further charges for non payment, and non direct debit payment still stood as the Ombudsman considered that these invoices should have been paid as they were not in dispute. T had acted in accordance with the terms and conditions in restricting the service as payment had not been received for either invoices. As the second invoice was not in dispute and the restrictions were placed this was a reasonable step to take although the Ombudsman's opinion was that it was perhaps a little premature. She was surprised to note that it was the landline that was restricted and not the mobiles. The Ombudsman was concerned at the number of customer service issues evident from the complaint and the poor responses made. T was to make a goodwill payment against the account in recognition of the time, inconvenience and expense endured by C. T was to ensure that the debt collection agent was notified of the reductions to the outstanding account and a full letter of apology for the failure was sent to C.

### **12.16**

C requested a change to a tariff from T but T applied the change in addition to the original costs. C complained but T did not investigate the complaint fully. C complained again, disputing the cost of the revised charges. T acknowledged the error and applied the correct date, recalculated the bill and made appropriate refunds.

The Ombudsman concluded T has caused unnecessary delay that required C to apply for a refund for an incorrect payment. T was required to make a goodwill payment, ensure the account balance was nil and assist C to transfer to a new service provider at no expense.

### **12.17**

C experienced problems with equipment supplied by T and received high bills. C was of the opinion that the high charges related to the previous occupants at his property. The Ombudsman was disappointed and concerned that T had not provided her office with a case-file relating to C's complaint. However, after examining C's supporting evidence the Ombudsman felt that T had not taken ownership of C's complaint and had therefore provided C with poor customer service. The Ombudsman required T to provide C an

apology for poor customer service levels; goodwill payment; remove administration charges on the bills; detailed breakdown of charges from a certain period levied on the account.

### **12.18**

C asked T for a refund of the overpayment of advance line rental. T agreed but failed to issue the refund. C made numerous calls and write to T but the matter was not resolved. T then accepted that the complaint had been handled badly and offered to issue a goodwill payment to C and refunded the overpayment.

The Ombudsman was of the opinion that there had been a shortfall in customer service but she considered T's offer to be appropriate. T had issued the refund and therefore the Ombudsman required T to issue the goodwill payment offered. In addition, T was required to issue a letter of apology and a final bill so that C could confirm the refund.

### **12.19**

When C obtained a telephone service from T it offered to be cheaper than its competitor in call charges and if it wasn't found to be then it would give the customer money. C complained to the Ombudsman as T refused to honour its agreement. The Ombudsman examined the Terms and conditions and found that T was correct in refusing as C had not fully complied with the terms of the promotion. T was required to provide C goodwill gesture for poor customer service levels.

### **12.20**

C advised the Ombudsman that T had made an overcharge on the mobile phone account.

T advised the Ombudsman that the charges were due to the phone being used abroad. The Ombudsman couldn't see any evidence of there being a shortfall in customer service levels offered by T to C. On the balance of probabilities she found no reason to doubt the accuracy of T's billing data. She felt that the phone usage abroad may have been made by a third party unknown to C. However, as C was responsible for the safe keeping of the phone and sim card the Ombudsman felt that C was liable for the costs incurred whilst abroad. The Ombudsman required no further action from T.

### **12.21**

C ordered 512Kbps Broadband from T. C's account was subsequently opened for 1Mbps service and C was charged the higher rate for this service. C complained to T who agreed that the wrong service had been provided and charged. T promised to rectify the problem but C received further billing charging for the higher service. C complained again, T made a small goodwill gesture and the following billing sent to C showed the correct agreed rate.

C wanted The Ombudsman to have either T terminate the contract and pay C compensation, or to provide the service at the agreed cost and pay compensation for the trouble caused to C.

T told the Ombudsman that the problem came about because in the interim period between the order being placed and the account being opened T no longer provided the 512 Kbps service. T had now rectified the problem, C was being correctly charged.

The Ombudsman concluded that T had resolved the problems in a reasonable time and that C was now receiving the service C wanted at the agreed price. The Ombudsman decided that there were no grounds for either party to terminate the agreement.

Whilst the Ombudsman was able to see that C was now receiving the appropriate billing, she was unable to ascertain whether all charges and credits had been correctly applied to the account. She commented that if she was unable to ascertain this then it was likely that C would also have difficulty with it. She decided that T should send C an easily read breakdown of all charges and credits applied to the account from the time it was opened and that T should also make a small goodwill gesture to C for the inconvenience caused.

## **12.22**

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

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

## **13.0 Equipment**

### **13.1**

C complained to T that the Broadband service was not working. T investigated the complaint and found that C had been using the wrong modem. T provided a new modem free of charge. C then complained in writing about advice offered by T. C claimed that it had caused the computer to develop faults and requested compensation for the repair costs. T found that the fault was due to the internal workings of the computer and rejected the request for repair costs. C complained that the letter had not been responded to but it was clear that T had called and discussed the complaint in order to identify the fault. C's service then failed again but T identified and corrected the fault within 24 hours. C requested compensation for ill health caused by the complaint

but T rejected the claim. T did provide free service for a period equivalent to that lost by C during the complaint.

The Ombudsman was of the opinion that T had acted appropriately in respect of the complaint. T had applied a credit for the loss of service and responded to all issues raised. No further action was required of T.

## **15.0 Faults (Line)**

### **15.1**

C reported a fault on his telephone to T. C was missing incoming calls. T tested the line and found no fault. C complained that T had asked C to check his own equipment and to provide details of missed calls. C reported the fault again and T checked the exchange. The engineers reported that there had been a system problem, which may have caused a disruption to the service but that this had now been repaired. C complained again that C was missing incoming calls. T sent an engineer who changed the dropwire to C's house, which seemed to solve the problem.

C was unhappy at the length of time T took to fix the problem and requested compensation. C also complained about the automated telephone service, that call backs were not convenient for him and that no one was available to speak to when C rang.

T offered 4 months free line rental as a goodwill gesture even though C had not been without service.

The Ombudsman found that T's offer was fair and reasonable. T had carried out the repairs with reasonable skill and care and C had not been left without a service. The comments relating to the automated service had been passed to the Director of that service for consideration towards future improvements. The Ombudsman did not require T to take any further action.

### **15.2**

C requested a service from T but T was unable to provide it reliably. T investigated but could find no fault despite the service being unreliable. C also complained that C found it difficult to get through to speak to someone and T did not call back or respond to letters.

The Ombudsman required T to apologise for poor customer service and refund the fees so far paid for a service that C could not use.

### **15.3**

C agreed to service with T. Service transferred but C had problems receiving calls. C also could not access bills online and the DD payment was not set up. C was also charged on her bill for a service she did not agree to.

T said it had refunded C with all over charges.

The ombudsman calculated that T needed to refund C further for overcharges and requested that T credited this further refund to the final balance. The Ombudsman also requested that T remove the outstanding balance as goodwill in recognition of the shortfall in customer service received. T to send C a letter of apology and confirmation that the account has been closed and C does not owe any further money to T.

#### **15.4**

C entered into a contract with T but was only able to use its service for a few days before it ceased to work. T was unable to resolve the technical issues that hindered the service and failed to close the account when requested to do so by C. T continued to send C bills which C disputed.

The Ombudsman found that T had taken an unnecessarily long time to offer a resolution to the case and required that it apologise for this, complete the offer to cancel account charges and make a small goodwill gesture.

### **19.0 Installation**

#### **19.1**

C contacted T and informed T that C was moving address. T said it would be 7-10 days. C had no service for six weeks and so called T to cancel. C continued to be billed by T and so disputed this. T refunded C with charges raised when C had no service but continued to bill C.

T said that the delay was due to line plant issues and faults with the line. T said that it had refunded C with all charges raised during the lack of service but continued to bill C as C had not cancelled his broadband service only his telephone line.

The Ombudsman said that T could not be blamed for the provision problems but C had received poor customer service in relation to the contract cancellation. T to send C a letter of apology and confirmation that the account had been cancelled and all charges removed. T to award C a nominal goodwill payment.

### **20.0 International Call Charges**

## **20.1**

C disputed International calls of one minute with T. For the last two years T had refunded the disputed calls as goodwill but advised C that C was liable as the calls had connected via the International Exchange. When C contacted T this year C was refused a refund and so cancelled the payment method to T. This resulted in C's account being passed to a Debt Collection Agency.

T in an attempt to resolve this dispute did refund C with the disputed call charges and admin fees as a gesture of goodwill. However C continued to dispute the refunds.

The Ombudsman said that C was liable for the calls as the call had connected to the International exchange and T could not be responsible if the call was then not forwarded to the number dialled. The Ombudsman was satisfied that the refunds already given by T were an acceptable response to C's complaint.

The Ombudsman required no further action from T.

## **24.0 Mis-selling**

### **24.1**

C received a sales call from T and advised T to send C information of its service via the post. T asked C for C's bank details to confirm C's validity. C gave T this information but then found that T had set up a Direct Debit. C cancelled this and complained to T who advised would cancel the order. This was not processed and C began to receive bills and then demands for payment. C made a formal complaint and sent a letter to T. T finally addressed C's complaint and agreed to cancel the account with zero balance and offer C an apology as well as a goodwill payment. This was actioned but C still received another debt collection letter. The Ombudsman welcomed T's belated admissions in this instance and was of the opinion that what it had proposed was sufficient. However due to the demands and continuous upset and inconvenience C had been caused, the Ombudsman required T to increase its goodwill payment to C.

### **24.2**

C disputed International call charges received on billing and that C was mis-led at the point of sale that the charges were capped. C added that a poor response was received in complaining to T. T maintained the charges as correct, however, refunded the difference in the disputed charges in an attempt to resolve the complaint.

The Ombudsman was satisfied C was placed on the correct Business pricing plan and that although there is no clear evidence to prove C has been mis-advised regarding the plan, T agreed to a goodwill credit. The Ombudsman finds this offer by T helpful in the circumstances. There was no evidence of any customer service shortfall. Therefore, no further action is required by T in this case.

### **24.3**

C bought a phone on contract from T which offered a cooling off period. During the first three months C used the phone in another location due to circumstances. C checked with the retailer first and was assured that the network coverage would be good at home. However, when C tried using the phone at the home location after three months the coverage was poor. T said C was outside cooling off period and did not allow C to cancel contract without a termination fee. C said that T had contravened the Trade Descriptions Act 1968. The Ombudsman found no evidence of T in contravention of the mentioned Act as there was insufficient evidence available to suggest this.

The Ombudsman proposed the following options to C

- (a) T should waive the outstanding balance on C's account and offer C the option to terminate the contract for a reduced early termination fee, or
- (b) T should waive the current outstanding invoices on C's account, provide C an option to be placed on the lowest possible tariff and initiate diagnostics to potentially resolve C's issues as proposed by T.

## **25.0 Network Coverage**

### **25.1**

C complained to T about poor network coverage on the handset, stating calls would constantly drop. Some effort was made by T to remedy this problem and a new handset was provided on the basis that C completed a further 12 months with T. T failed to alter the end date in error, but C renewed the contract, but complained that this should have happened. C continued to complain and request termination, but T insisted that this could only be done with early termination fees being applied.

The Ombudsman was concerned that the customer may have received poor customer service, and felt T should have accepted C's cancellation request based on the end date of the new contract when a replacement handset was provided. This point had already passed. Therefore, the Ombudsman required T to terminate the contract without penalty from the date of the Provisional Conclusion. The outstanding balance was to be reduced with a goodwill gesture in light of the customer service issues, and this was to be provided with a letter of apology.

## **27.0 Number Porting**

### **27.1**

C complained to T that since a mobile contract was agreed, the handset could not receive incoming calls or text messages. T confirmed this fact and highlighted this was due to a number porting problem with the previous service provider. T admitted it should have identified the porting issue earlier and highlighted this has been brought to the attention of its Customer's Services. C complained about the customer service received,

and T admitted nobody had taken ownership of C's problems. T proposed to refund all service charges taken from C since the date the first complaint was received until the date inbound calls were reinstated. T then proposed to contact C to see if C would like to terminate the contract without penalty, or alternatively, continue with the contract and it would provide a further credit as a gesture of goodwill.

The Ombudsman believed the proposals made by T were very positive, and she required T to carry out either of the proposals made, once it had established which was preferred by C. If C continued with the contract, then the Ombudsman required T to ensure C was provided with a working handset. The Ombudsman requires T to send a letter of apology.

## **28.0 Payments**

### **28.1**

C was receiving Internet services from T but decided to change to another provider. C claimed that C tried to contact T by telephone about this but was unable to get through. Three months later C sent a letter to T asking for the account to be closed.

T did not close the account and continued to charge C for services. Twelve months later C received letters from T demanding payment of outstanding charges. C made numerous telephone calls and sent letters to T stating that the account should have been closed. T responded by sending C a letter saying that information had been sent by e-mail and letters to C about arrears on the account.

T did not provide the Ombudsman with a case file but made a statement accepting that the complaint made by C raised issues about processes that it intended to review.

The Ombudsman concluded that T should have closed C's account at the time C sent a letter to T requesting this. The Ombudsman also commented that initial delays in closing the account had been brought about by C failing to advise T of C's wishes.

The Ombudsman commented that C did not receive e-mail messages from T as C believed the account had been closed. She further commented that T had not provided her with any evidence to dispute T's claim in a letter of response about C's complaint, that previous letters had been sent.

The Ombudsman decided that T should close C's account and charges applied after the written request was made to close it should be removed. The Ombudsman also decided that T should send C a letter of apology and should also make a small goodwill gesture to C.

### **28.2**

C stated that T didn't send itemised bills, which later meant that due to non payment by C the service was disconnected by T. T stated it provided C with itemised bills on more

than one occasion and disconnected the account due to non payment. The Ombudsman couldn't criticise T for restricting the account due to non payment as this appeared to be commercial decision one which she couldn't comment on as it fell outside her jurisdiction. In order to resolve this matter the Ombudsman required T to provide C copies of itemised billing via recorded delivery. Once this information had been received by C, C was expected to make a payment to T for the outstanding balance.

## **29.0 Premium Rate Services**

### **29.1**

C discovered charges for PRS text which C disputed making. C added that upon complaining to T a poor response was received. T maintained the charges as correct but did not comment on the customer service element.

The Ombudsman advised C that premium (PRS) text messages are chargeable messages that are normally requested by the user of the mobile through sending a text to a short code or by accessing a website that offer such services. The services on offer are usually ring-tones, logos, football results, MMS offers, dating or adult content. The Ombudsman was of the opinion that T has a duty of care to protect its customers from incurring these charges unwittingly. She was satisfied however, that although C was not informed of how to stop the PRS texts some three months after receiving them, no further charges were received after the initial contact with the company. Whilst sympathetic with C's predicament, as the account holder C is accountable for any charges incurred as a result of usage on the telephone. However, C did not receive a timely response to the sent complaint correspondence and this is a shortfall in customer service. Therefore, T was required to offer C a goodwill gesture payment along with a letter of apology for the failure to respond in a timely manner to the sent correspondence. To maintain good customer service, T should contact C and arrange a re-payment plan to help ease the burden of the charges incurred.

### **29.2**

C disputed rogue dialler calls with T. C emailed T and was informed it was looking into complaint but that DD remained the same each month. C received no response except the next bill with an increased DD payment. C contacted T and received a response maintaining the calls but remained unhappy.

T said it had had no contact from C since T informed C of the high call usage. T said it had no record of receiving or sending emails with C. T said it maintained the calls and sent a letter confirming that a nominal goodwill payment had been credited to the account in recognition of any poor customer service received.

The Ombudsman said that C was liable for the calls. The Ombudsman said that the goodwill payment offered was an acceptable response in recognition of the poor customer service received.

### **29.3**

C received a mobile phone bill from T. C questioned the bill. T informed C that C had received Premium Rate Service Text messages which C had been charged for. C disputed requesting these text messages. T instructed C to text 'STOP' to the numbers the texts were sent from, and gave contact details of the companies operating the numbers. C continued to complain, stating T should not have charged C for the texts. T agreed to cancel the contract. However, T quoted three different amounts outstanding. C did not know what to pay.

The Ombudsman considered that T had applied the premium rate text charges correctly to C's account and had been helpful in giving information regarding how C could stop more texts from being received. The Ombudsman directed C to contact ICSTIS if the Premium Rate Service provider ignored C's requests to stop. The Ombudsman did however consider that T had confused C as to what amount was outstanding, and was therefore required to apply a credit to C's account to reduce the amount outstanding.

### **29.4**

C disputed premium rate rogue dialler calls with T. T informed C to contact ICSTIS. C was then informed to contact the premium rate service provider. C received a response requesting a copy of the original bill. C felt C should not have to do that and so contacted T again and disputed the calls further. T maintained the calls and sent C a deadlock letter. T did award C with a nominal goodwill payment for the delayed response.

The Ombudsman said that C was liable for the calls as T could not be responsible for the equipment connected to the line which had generated the calls. No further action was required by T.

## **34.0 Service Transfer**

### **34.1**

C contacted T to change account name due to ex-partner leaving. T informed C that it needed consent from ex-partner to change name on account. C then requested a new account and number but this did not happen. C continued to receive bills for the service with T and forwarded these on to ex-partner. C then had a visit from T and again explained the situation. C was informed that the situation would be resolved. C then started to receive bills for the same account number but in C's name. C disputes this as C was not informed of the name change or sent documentation in the post. 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 and T to award a goodwill payment. T to send C a bill for service charges used after ex-partner left, any charges prior to this date to remain in ex-partner's name.

### **34.2**

C notified T when moving house. T stated a new contract would be necessary but did not process the new account and left the old account running at the previous address. This imposed a delay on transferring the account and C was without services for a month. T also gave C some incorrect advice and did not receive a promised refund.

The Ombudsman considered C had received poor customer service from T and required an apology and goodwill payment in recognition.

### **34.3**

C requested services from T but T was unable to provide them without a delay. T also failed to send terms and conditions when initially promised and later said the verbal agreement made over the phone was binding. C requested cancellation of the account and T requested a large termination fee.

The Ombudsman required T to cancel the contract without a termination fee, make a goodwill gesture and assist C in transferring to a new service provider.

### **34.4**

C entered into a new contract with T via a verbal agreement. C did not expect it to take immediate effect and expected a written contract to sign. T held C liable for costs and, when C requested contract cancellation, applied an early termination fee. C complained numerous times but did not get adequate responses.

The Ombudsman found that there had been a lack of communication with C and required T to apologise and make a goodwill gesture, by way of a credit, equal to the early termination it would have applied.

### **34.5**

T transferred the wrong telephone line to it and C complained. C requested to cancel the account before it went live but T failed to take appropriate action. C incurred charges for an account they had cancelled. C experienced a poor level of customer service. T closed the account and cleared the outstanding balance. T made a goodwill offer to C.

The Ombudsman considered that a clear shortfall in customer service had occurred in this instance. The Ombudsman found T's offer to be reasonable. T was required to write a letter of apology and fulfil its goodwill offer.

### **34.6**

C contacted T as it had received an invoice showing money taken for a telephone service. According to C it had never requested or taken up a service with T. C contacted T on numerous occasions and found that nobody took ownership of C's complaint. T stated that C had requested T's services, but cancelled the telephone service. T stated

that the account was not properly actioned and this resulted to C being charged. T said that it had closed the telephone account that was set up in error and cleared all of the charges that were applied to the account. T apologised for any inconvenience that C had suffered. The Ombudsman felt that C had received poor customer service levels from T as it has failed to take ownership of his complaint. The Ombudsman requires T to provide C an apology for the poor customer service levels; a goodwill gesture in recognition to the poor customer service levels; provide details of the debits and credits made to C's account in relation to the telephone service account and assurance that no adverse information has been recorded against C's name and that if any had it had now been removed.

### **34.7**

C cancelled account with T before transfer date. In error T carried out the transfer. C received bills from T for call charges and line rental charges. T apologised for the error, confirmed the cancellation of the account and offered a goodwill payment to C. The Ombudsman required T to increase the goodwill payment, to provide C an apology for poor customer service levels; to provide C assurance that the account has now been fully closed displaying nil balance; and to provide C assurance that no adverse information has been recorded against C's name in relation to the matters raised in the complaint, and if any has, it has now been removed or amended.

## **35.0 Stolen/Lost**

### **35.1**

C lost sim and received a replacement from T. Despite C's contacts with T to reactivate the sim card this was done after 5 months. C requested to cancel contract and refund for the period the service wasn't used. T advised the Ombudsman's office that it had dealt with C in a poor manner and apologised. The Ombudsman accepted T's proposal to terminate the contract without penalty, apologise to C for poor service, refund for non usage and provide a goodwill gesture.

### **35.2**

C ordered handset with retailer using T's network. C did not receive the handset as retailer had sent it to the incorrect address. Whoever received the handset then made calls. C contacted retailer and T and T suspended the service. C chased T to cancel the account but was informed that T had to wait for information from the retailer before it could cancel the contract. C continued to receive bills and then was referred to a collection agency so C's credit rating was affected. T offered C a nominal goodwill payment but this was rejected. T said that C's contract for the handset was with retailer. T only provided the service. T informed C that it was waiting for retailer to contact it and confirm the situation and cancellation. Retailer eventually contacted T and T cancelled the account and removed details from C's credit file.

The Ombudsman said that if C wished to pursue for further recompense then C needed to pursue this with retailer. The retailer was responsible for the handset per the terms

and conditions of service. The Ombudsman requested T to honour its goodwill offer and to also send a letter confirming that credit file no longer affected.

### **35.3**

C's mobile phone was stolen and T was subsequently informed. C requested a replacement handset and paid for a new mobile to be provided, but it was apparent that T failed to deliver the phone and eventually established they had been sent to C's previous address. It seemed clear that these were errors on the part of T, as C had informed T of the change. C complained about various customer service issues. When the problems were not investigated by T, C decided to cancel the DD, but T continued to invoice C for the contractual charges. C complained and was informed by T that termination would incur penalties, but T then provided alternative offers in resolution.

The Ombudsman required T to waive the outstanding balance on the account due to the limited service received, and in addition, she required T to make a goodwill gesture of goodwill to take into account the problems experienced by C and any customer service issues. This was to be provided with a letter of apology. The Ombudsman was concerned by the points raised, and she recommended for T to review the issues to see where improvements could be made.

## **36.0 Tariffs**

### **36.1**

C's account with T was changed without C's consent. C contacted T to complain and encountered difficulty in doing so due to automated answer services which turned out to be caused by C's telephone not having a tone dialling facility.

C sent numerous lengthy letters of complaint to T claiming that for 30 years C was unaware of the need for a telephone with tone dialling and C wanted compensation for this and for changing C's account without permission. C also wanted named individual employees of T to apologise.

T advised C that the change of C's account was a misunderstanding; it had been done in C's best interest as C would have received a better discount. T informed C that it had only introduced its automated answer services in the last few years. At the request of C, T reverted C's account to its original status and made offers of goodwill gestures to credit C's account. C refused the offers.

The Ombudsman concluded that there had been nothing sinister in T changing C's account without C's permission. This had come about as a misunderstanding. T did not respond to the Ombudsman in respect of alerting C about the introduction of the automated service. Whilst the Ombudsman felt that T had probably done so, there was nothing to rebut C's claim, but took into account that the service had only quite recently been introduced.

The Ombudsman concluded that the goodwill gestures T had made were generous and appropriate in the circumstances and that she could not direct any individual employee

of T to make an apology. She concluded that T should amend its records to show that the transfer of the scheme had come about as a misunderstanding and C had never made any allegations against T. She also decided that T should apologise for any inconvenience caused and maintain the goodwill gesture it had offered.

## **36.2**

C contacted T to enquire about a handset that was MMS compatible. C claimed that T advised C that C's current tariff was also MMS compatible and that if C purchased an MMS compatible handset, C would be able to use the service. C bought a MMS compatible handset but found that MMS still would not work and complained to T. T advised that C's tariff was not MMS compatible and C complained that C was miss-advised by T. C complained to T in writing on several occasions and T maintained its position and eventually the matter reached deadlock. The Ombudsman found that it was impossible for T to add MMS to C's tariff as it was an old tariff that was not compatible and there was no evidence presented that suggested any miss-advice on this. C did not purchase the handset through T either. It was clear that the only way C could obtain MMS was to change C's tariff. The Ombudsman required T to provide C with all of its MS compatible handsets and of C wished to change tariff, this should be actioned immediately with MMS set up.

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

### **38.1**

C subscribed to T's mobile phone service on a twelve-month contract basis. C expected T to contact C at the end of the twelve months. However, instead the contract expired. C stated that when the contract expired C had lost all inclusive minutes on C's call package. T stated that the contract had remained the same after the contract expired.

The Ombudsman was of the opinion that T was not obliged to contact C at the end of the minimum contract term and that the account had not been changed once the contract had expired. Therefore no further action was required.

## **39.0 Text Messaging (SMS)**

### **39.1**

C disputed the amount of PRS text message charged by T. T maintained that all charges were correct. C continued to dispute and T sent a deadlock letter to advise C to contact the provider of the text short code.

The Ombudsman said that C had made the text messages and so was liable to pay all charges. If C wished to pursue his dispute then C must contact the provider of the short code as the ICSTIS web site states.