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1.0 Auto Diallers

1.1

C complained that T had charged the account with international calls that had not been made. T clarified the calls had been made by computer equipment attached to its line. T provided a poor customer service and it failed to alert C to the unusual call pattern.

The Ombudsman requires T to make a goodwill payment in recognition of the customer service issues raised. Issue an assurance that C's credit history has not been affected. With regard to the outstanding balance on the account she considers C to remain liable.

1.2

C complained to T about international numbers on their account. T said it would investigate but failed to contact C. C made several complaints but T did not response. C experienced a poor level of customer service.

The Ombudsman found the most probable explanation for the disputed call charges to be due to a rogue dialler. The Ombudsman considered that a shortfall in customer service had occurred. Additionally, there was doubt over what help and advice T gave C. T was required to provide a goodwill credit for the shortfall in customer service that had occurred.

1.3

C received a bill containing charges to an international number that had not been called. T advised that the numbers were called by a rogue dialler. C simply refused to pay the bill

The Ombudsman checked the number with ICSTIS and found that they were dialled by a rogue dialler. The information gained was shared with C. A repayment plan was required to assist with the repayment.

1.4

T contacted C after noticing a number international calls being made the previous day. T acted to place call barring and provided all necessary advice regarding rogue diallers. C was unhappy that T was not accepting responsibility and disputed the charges involved. T maintained C was liable, but acknowledged a delay and a goodwill gesture was made.

The Ombudsman considered T had taken all necessary action and accepted that C should remain liable for the disputed costs. No further action was required to be taken by T.

1.5

C was the victim of a rogue dialler dialling premium rate numbers through her computer. The calls had been made over a three-month period incurring charges. C disputed the charges. Her account had a credit limit quarter under a Consumer Credit Agreement and she was given no warning that this had been exceeded. T maintained the charges but provided a credit for the delay in replying. On further complaining T offered a credit for the delay in lieu of the investigation. C did not receive this letter and complained again. T did not reply to C's further letters for over 2 months.

The Ombudsman accepted that T was entitled to payment for the call charges.

The Ombudsman was concerned that C's credit limit had been exceeded without any warning being issued by T and that T's High Value team had not been alerted to the premium rate calls. The Ombudsman was also concerned at the length of time it took T to respond to C's letters and that T provided no explanation as to why her credit limit had been exceeded. The Ombudsman required T to provide a further credit as a gesture of goodwill to compensate for the poor customer service.

1.6

C incurred charges through a rogue dialler and complained to T. T did not respond to C and C incurred further charges. C experienced a poor level of customer service.

The Ombudsman was of the opinion that T had failed to provide C with a reasonable level of care and customer service. T was required to make a nominal goodwill gesture for the shortfall in customer service.

1.7

C contacted T after receiving a telephone bill including international call charges incurred during one day. T explained the process that leads to a 'rogue dialler' and provided relevant security advice. C remained unhappy and requested the charges to be waived. T stated this was inappropriate and stated this was its final position. C complained to the Ombudsman stating the previous advice had been sought on the PRS matter, but no advice was provided on international diallers. T highlighted the advertising campaign it has conducted.

The Ombudsman appreciated C's concerns but felt T could not be held responsible for any equipment attached to its lines. She also felt T had acted correctly throughout this matter. Therefore she required no further action by T.

1.8

C was the victim of a rogue dialler generating international calls. C complained to T who maintained the charges. C wrote to T to complain and received a reply offering a credit for customer goodwill. T did not provide any advice on computer security or call barring.

C wrote back to the managing director but did not get a reply. T continued with collection procedures even though the amount was disputed and did not send a deadlock letter.

The Ombudsman accepted that T was entitled to payment for the call charges. However, the Ombudsman required T to provide a further credit as a goodwill gesture to compensate for the poor customer service.

1.9

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

However following a careful review the Ombudsman felt that there was insufficient evidence available to her that C had specifically requested only the PRS call bar option. She felt that T had a general duty of care to its customers to inform them of all call barring options available. The Ombudsman believed that had T fully informed C around this time of the international call car option being available there was a highly probable chance that this option would have been ordered by C, Hence preventing international charges on the account. The Ombudsman required T to apply another goodwill payment to C's account. C was expected to pay T the remaining disputed charges on the bill.

1.10

C complained that T had charged the account with international calls that had not been made. T clarified the calls had been made by computer equipment attached to its line. T acknowledged its delay whilst investigating C's issues. T awarded C a good will gesture in recognition of its poor customer service in responding to C's initial complaint. The Ombudsman considered T failed to alert C to the unusual call pattern to provide advice on its call barring packages in a timely manner.

The Ombudsman directs T to make a goodwill payment in recognition of the customer service issues raised on this case. With regard to the outstanding balance on the account she considers C to remain liable.

1.11

C became aware that C was the victim of rogue auto dialling by checking account details on-line. C alerted T to the problem and asked for the number to be barred. T gave C confusing information about the number and suggested C contact C's ISP as the number was a connection number. For whatever reason, T did not bar the number. C contacted

C's ISP and was told that the number was not related to connections. C contacted T again and was then sent a letter providing information about rogue diallers and that C was liable for the charges of the calls.

The Ombudsman concluded that T should have taken more proactive action or given better advice as to how to protect C from further calls. The Ombudsman therefore decided that whilst C was liable for calls up to the time C alerted T to the problem and T was liable for calls after this.

1.12

C incurred PRS call charges and complained to T. T advised C on rogue diallers. T recognised that it did not respond to C's complaint in a timely manner and applied generous goodwill credits to their account. T maintained the outstanding account balance which C continued to dispute.

The Ombudsman considered that T had provided Cr with a reasonable level of customer service and had provided generous goodwill gestures to recompense for its delay in responding to their complaint. The Ombudsman did not require any further action to be taken by T and recommended C write to the PRS companies to obtain a refund.

2.0 Billing

2.1

The Ombudsman concludes C has experienced a shortfall in customer service from T. C repeatedly proved the accounts to be incorrectly charged, yet T failed to address this issue and provide explanation of the accounts.

The Ombudsman found the BB connection remains unstable and C has been unable to enjoy the full benefit of the service C duly expected to receive. The Ombudsman found C correctly reported the faults to both T and the line provider, however T failed to resolve the issues and C's complaints became protracted.

The Ombudsman was disappointed that T failed to adequately respond to C's letters of complaint and C incurred further costs calling T seeking resolution.

In light of the poor standard of service demonstrated on this case the Ombudsman directs T to release C from the BB contract without penalty. She requires T to refund the full amount of charges C paid for the service.

2.2

C contacted T as billing was received after the services were transferred. C added that a poor response was received fro T in attempting to resolve the complaint. T stated that the charges were legitimate as the services were continued until after C had stated.

The Ombudsman concluded that there is no evidence of any service shortfalls in this case.

C has maintained that C has been charged by T for services after contact was made with the mainline provider to transfer, but did not provide any conclusive evidence to support these claims. The evidence provided suggests that Unicom is warranted in chasing C for payment of services up until 25 October.

Therefore, no further action is required from Unicom in this case.

2.3

C disputed with T that C had not received the correct call allowance on the bill. T recalculated the bill but C was not happy with the response. C sent letters to T but received no response. C requested to cancel service and has been charged a termination fee. T said that the first bill was correct and no refund was due. T said that second bill had not received the correct allowance and so a credit was placed on the account. T did respond to all letters sent.

The Ombudsman said that the information from T on the call allowance refunds was conflicting and not explained clearly. T required to recalculate the bills and to send C a written explanation. T to remove termination fees as a gesture of goodwill. On receipt of letter from T C should then pay what C is liable for.

2.4

C contacted T with issues relating to double charging, incorrect charges for an Internet service not received, disconnection, and poor customer service. T did not respond to the Ombudsman.

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

On the balance of evidence provided, it suggested that C has been double charged for the telephony service before 23 August and that T should refund that amount to her. Additionally, there was no evidence to counteract C's assertion that C has been charged for an Internet service that was never received. The Ombudsman is satisfied that C had made a genuine attempt to resolve the issues with T and that C has not received a level of customer service normally expected, or any response to the sent correspondence.

Therefore, the Ombudsman believed to bring this matter to a close that T should provide C with a full statement of C's account, refund any telephony charges taken before 23 August, and refund all charges for the Internet service. T should cancel all C's accounts, clearing the balances to nil and send conformation of its actions in writing along with a full 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.

2.5

C stated that T advised in writing that a goodwill credit was to be applied to the account for technical issues experienced. C added that as no credit was applied, the Direct Debit agreement was cancelled. C maintained that a poor response was received from the company in attempting to resolve the complaint. T said that the disputed credit had actually been applied, however no billing had been issued to C to clarify the payment had been made. T states that its normal billing process was followed in collecting payment from C.

The Ombudsman considered that C was initially told by T that the credit would be applied to the account as a resolution to technical issues C had encountered. As no invoice was sent by T, C assumed that the credit had not been applied as agreed. At this point C cancelled the Direct Debit. As C cancelled the Direct Debit, T followed its normal billing process and C's account balance increased and no payment was made to until four months later. The cancellation of the Direct Debit has been the crux of the problem, and if not cancelled, would not have led to the increase in problems for C, and therefore some responsibility should lie with C. However, T added to C's confusion by sending two letters, one of which thanked C for re-instating the Direct Debit.

The Ombudsman was satisfied that the actions of T has caused C some confusion with regards not sending an invoice and with C's attempts to resolve the issues and advice that should have been forthcoming regarding its billing process. This was a shortfall in customer service. Therefore, T was required to offer C a goodwill gesture payment, by cheque, for the overall poor experiences to date along with a letter of apology. T should ensure that any marker is removed from C's line to enable C to contact an alternative service provider.

2.6

C complained to T about billing errors on the account, these were eventually rectified by T, but C decided to cancel the service before the end of a trial period. T continued to bill C, and later stated that this was because of contractual obligations. C provided letters confirming T had originally agreed to the cancellation and at this time no mention was made about contracts or early termination fees being applied.

The Ombudsman believed the information provided by C on the balance of probability, and felt T had provided poor customer service. She required T to provide confirmation that the account was cancelled with all charges to be waived. This was to be sent Miss Bolton with a letter of apology and credit history assurances. The Ombudsman also required T to ensure that no further correspondence was received by C and a cheque payment as a further gesture of goodwill.

2.7

C contacted T on numerous occasions and informed it that it had been sending copies of bills belonging to another customer to C's address in error. T was of the opinion that the

copies that C supplied were not genuine as there was a possibility they may have been tampered with.

The Ombudsman felt that Vodafone had satisfied her office by providing screen prints showing that the invoices it sent out were posted to its customer's address. Whilst the Ombudsman appreciated that C had already spent majority of time dealing with the complaint she felt that C should post the original copies to T's Customer Services address via recorded delivery so that T's Fraud Department could rule out the possibility of 'tampering' by a third party.

2.8

C agreed to a free evening and weekend call packaged that was being promoted by T, and should have also included no monthly charges for the first year. However, by T's admittance a number of errors were made, with C being charged every month and none of the calls being free. C complained many times by telephone and in emails, but received incorrect advice from T and the matter remaining unresolved. C then sent letters, but T failed to respond, so C contacted the Ombudsman. T reviewed the case and admitted it had acted incorrectly. T apologised within its investigation to C.

The Ombudsman was concerned by the facts presented and concluded it was important for T to now rectify the problems. She required T to send a letter of apology and provide a refund of the charges due. She also required T to provide a breakdown of the account and the credits applied. The Ombudsman also required T to make a further goodwill credit to the account.

2.9

C complained to T about line rental charges appearing on bills, as T should only be charging for calls only. T stated it was charging the account correctly, and T made a number of calls to T, as well as sending some letters. C was unhappy that these were ignored and brought the complaint to the Ombudsman. T admitted the error and stated that it had taken steps to rectify the account.

The Ombudsman required T to send a letter of apology, and this was to include confirmation that the service was for calls only, with all future invoices not charging for line rental. The Ombudsman required T to provide a written breakdown of C's bill, and this was to show the credits applied to the account. She also required T to make a further credit to C's account as a gesture of goodwill.

2.10

Based on the information made available to her the Ombudsman considers T correctly charged C on its bills issued in the months in February and March. Due to C's failure to make payment the account was passed to T's collection agency for recovery action.

The Ombudsman concludes T made an error in changing C's tariff. The result was T overcharged C and C was due a refund for the bills for the months April, May and June. The Ombudsman welcomes T's credit in recognition of the billing issues.

The Ombudsman considers T failed to provide an adequate level of customer service on this case and the complaint became protracted due to its delays. In acknowledgement of the customer service issues raised the Ombudsman directs T to make a goodwill payment. Furthermore, the Ombudsman directs T to issue a letter of apology including an assurance that C's credit history has not been adversely affected by its actions.

2.11

C complained that copy bills that were requested were not sent. T stated it had sent them but to a wrong address. Following the cancellation of C's DD debt collectors were employed to recover charges. In light of customer service issues T waived the existing balance of C's account and ceased any debt collection action. An issue in relation to PRS charges was not considered proved by the Ombudsman, nor was an issue in relation to an adjustment that was said to have been made.

The Ombudsman required T to confirm the steps it had taken and recommended that it considered its procedures when receiving correspondence and sending it.

2.12

C contacted T after receiving billing and discovered charges for duplicate accounts. C maintained that T was contacted and requested the account as closed. T maintained that C had made no attempt to contact it to request the cancellation of the account. C added that a promised refund had not been paid. The Ombudsman could not find any direct evidence of C's alleged attempts to contact T via telephone, and cancel the broadband service. From the evidence provided, all indications show that C's account had been accessed after C left the property. Therefore, as the account was in C's name, C remains responsible for any usage made even if C has not actually made the calls himself.

Therefore, T was required to ensure that C had received his promised refund.

2.13

C complained to T about an overcharge on the account. T investigated but was unable to identify the charges. However, as a gesture of goodwill, T refunded the charges. C complained about further charges but T was unable to identify these. C sent several letters and emails of complaint and also called T to cancel the account. T redirected calls and failed to respond to letters.

The Ombudsman was of the opinion that the charges were valid and there was no evidence to suggest that T had overcharged on the account. However, it was clear that

there had been a shortfall in customer service and in view of this T was required to issue a letter of apology and provide a goodwill payment to C.

3.0 Broadband

3.1

C decided to upgrade from dial up to Broadband. C applied for a month's free trial. C decided not to cancel the Broadband, as it didn't meet C's requirements. T cancelled the account. C wanted to revert back to the previous dial-up package. T informed C that the service was no longer available to new customers, and as the service was previously cancelled when the Broadband service was ordered C would have to choose a new package. C complained about this. However, C experienced long delays in receiving responses.

The Ombudsman was of the opinion that as C had cancelled the dial up package when applying for the free Broadband trial that C was ineligible to go back to the dial up package C had previously subscribed to, and that T had been correct to inform C of this. T was required to make a goodwill credit to C's account in recognition of the delays in dealing with C's complaint.

3.2

C contacted T as the broadband speed experienced was slow. C stated that the contract had been breached as the service received was not up to speed. C added that a poor level of customer service was received upon complaining to T. T stated that no breach of contract had taken place and that C had received the service signed up for.

The Ombudsman was satisfied that T has not breached the terms of agreement with C.

However, the Ombudsman concluded that C has not received a level of customer service expected from T and was mis-advised in the attempts to resolve his complaint.

Therefore, T was required to offer C a goodwill gesture, along with a letter of apology for the overall poor experiences to date.

3.3

C contacted T as technical issues were encountered with the broadband service. C added that due to the lack of response to correspondence sent, all services were cancelled, but further billing was received. T did not respond to the Ombudsman.

The Ombudsman concluded that C had received a shortfall in service and customer service by T. She was satisfied that C has made a genuine effort to resolve the complaint and have not been shown an appropriate level of customer service.

Therefore, the Ombudsman believed to bring this issue to a close that T confirm in writing to C that all accounts are fully closed, without penalty, with a zero balance, along with a full apology for the poor customer service received and failure to respond to complaint correspondence sent. T should offer C a goodwill gesture payment, by cheque, for the overall poor experiences received. 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.

3.4

C signed up for T's inclusive internet package but then incurred high call charges. T stated that C had used the incorrect dial up number. C experienced a poor level of customer service.

The Ombudsman considered that C had not used the correct dial up number and therefore could not justify a refund of call charges. However, T was required to make a nominal goodwill payment for the shortfall in customer service that had occurred.

3.5

C ran a business which used T's BB service. An intermittent fault developed which escalated and caused loss of earnings. T failed, despite efforts to resolve the problem and also failed to maintain contact with C to advise of developments.

The Ombudsman required T to nominate one person to take ownership of the problem and to make best efforts to resolve matters and keep C advised of developments. A goodwill gesture was required in respect of the poor customer service delivered and assistance was to be provided in filing an actual financial loss claim in respect of loss of business and expenses incurred as a result of the fault.

3.6

C subscribed to T's Broadband Internet service. C experienced recurring, intermittent problems with the service. C repeatedly reported these problems to T. T took action to resolve the problems, but the problems continued. C complained, wanting T to take action or to cancel C's contract.

The Ombudsman was of the opinion that T was obliged to resolve any problems C experienced. It was therefore required to refund all charges for the periods when C was not able to access the service, and to make a goodwill payment to recognise the inconvenience caused. T was further required to write to C to confirm what action it was going to take to resolve the problem, and to offer C the opportunity to cancel the service if C remained unhappy with this explanation.

3.7

C requested an upgrade on the telephone and broadband service from T. T disconnected C's broadband service in error and C claimed loss of business as the service was unavailable for nine days. T offered C twelve months free broadband service, but C remained dissatisfied.

The Ombudsman concluded that, on the evidence provided, C had received a poor service from T, but the compensation offered was reasonable in this case. If C wishes to claim loss of business, C was informed about a separate scheme offered by T and information was provided.

3.8

C gave notice to T that she was moving house. C had to wait weeks for T to transfer the telephone and broadband service. T also continued to bill C for the old telephone number despite the fact that it should have been cancelled. C wrote to complain and was promised a credit for the charges. T did not apply the credit and continued to send incorrect bills. C cancelled the direct debit and refused to pay any more until C received an amended bill. T disconnected C's services. C also asked T to be released from the broadband contract because of all the problems. T then applied the promised credit and C paid the agreed balance on the account. Further bills arrived followed by letters from debt collection agencies.

T provided an account history but did not provide a case summary to the Ombudsman. The Ombudsman found that T's customer service had been very poor and required T to release C from the broadband contract without penalty and to credit the balance outstanding on the account. T was also required to send a refund cheque to compensate for the poor customer service and to write to C to confirm that the account was closed and the balance cleared.

3.9

C said that C had sent a letter to T to request cancellation (a copy of this letter was not provided). T said it did not receive this first letter sent and so C liable to pay rental until the service was disconnected. C disputed charges raised.

The Ombudsman said there was no evidence to support that T received C's first letter requesting cancellation. C liable to pay T the remaining balance. No further action required by T.

5.0 Cancellation

5.1

C subscribed to T's broadband and telephone services. T was unable to provide the broadband service. C therefore called T and told C that C did not want the telephone service. C paid T for the telephone up to the date of cancellation, and went back to C's

previous provider. T continued to send Bills to C, as C had not submitted a cancellation request in writing.

The Ombudsman considered that C should have been informed of the need to submit a written cancellation request when C called T to cancel. She also was of the opinion that C had paid for all services T had actually provided. T was required to cancel the account with no amount outstanding and to send C a goodwill payment in recognition of the inconvenience caused.

5.2

C cancelled T's account in writing and also cancelled C's payment method. C heard nothing more from T until nine months later when C received a letter from T demanding payment of an outstanding balance. C contacted T as C had not used the service for over ten months now, yet T continued to demand the payment. C sent T letters of complaint by recorded delivery, but never received any satisfactory response. From the evidence available the Ombudsman was satisfied that C had signalled enough intent to T in order to cancel the account, and also that since this matter was raised, C had received a shortfall in customer service from T. The Ombudsman required T to close C's account with zero balance, provide C an apology and also ensure that C's credit rating had not been affected as a result.

5.3

C contacted T as payments were taken from the account although a cancellation was made and the service was not in use. C added that a poor level of customer service was received upon complaining to T. T did not respond to the Ombudsman.

The Ombudsman was disappointed that T has failed to provide a case file to help consider the facts of the case.

From the evidence provided, the Ombudsman concluded that C has continued to be billed for a service not received and legitimately cancelled. C also has not received a level of customer service normally expected in attempting to resolve the complaint.

Therefore, T should refund any payments taken from C after the request to cancel the telephony services (taking into account the required 30 day notice period), offer a further goodwill gesture, by cheque, along with a letter of apology for the overall poor experiences. T should confirm in writing that the disputed account is fully closed with a nil balance

5.4

C sent an application form to T for a promotional offer for Broadband and telephone services. As a result T implemented the services. C requested that details of the terms and conditions (T and C) be sent but they were not dispatched for sometime.

In the meantime, C decided C no longer wanted the services and contacted T to cancel the agreement. T refused to accept cancellation without C incurring early termination penalty charges. C claimed that C had not received the T and C so C could cancel without penalty. T refused to accept this and implemented call barring when C did not meet the cancellation charges.

The Ombudsman concluded that T should have provided C with the T and C in writing and had not done so by the time C wished to cancel. C was therefore entitled to cancel the contract without penalty.

The Ombudsman decided that T must remove cancellation charges from the billing and terminate the agreement. As a gesture of goodwill T must also remove any further charges outstanding on the account, close the account and send C a letter of apology.

5.5

C requested disconnection of all T services. However, T failed to action the disconnection request for the television service and continued to bill C. C complained but despite a number of calls about varying bills being received, the situation continued and eventually led to debt collection notices being received. C complained to the Ombudsman, with T eventually cancelling all charges.

The Ombudsman was disappointed by the actions taken by T and felt the case highlighted poor customer service and avoidable delays. She required T to send a full letter of apology with written confirmation that the account has now been fully closed. The Ombudsman required T to send a cheque as a gesture of goodwill, and in full consideration of the delays and customer service issues. She also required T to ensure that any adverse credit information was corrected.

5.6

The Ombudsman considers C entered into a three-year agreement with T. The Ombudsman found no evidence of C being mis-sold the service however, she notes a cancellation request was not acted upon in a timely manner. T activated the lines and charged for its services and on cancellation, imposed an early termination fee.

The Ombudsman considers there has been a shortfall of customer service demonstrated on this case. The Ombudsman considers C requested the cancellation of the order before activation therefore directs T to cancel the contract without the imposition of the early termination penalties.

5.7

C has service with T and called T as C was moving address. T informed C that C could not take service to new address as T did not provide service within the area. C requested cancellation and was informed that C would be charged a penalty for

cancelling the contract within the 12 month term. C disputed this with T and T maintained. T did not provide a case file so its views were not taken into account.

The Ombudsman said that T's terms and conditions were not clear on what the policy was with regard to this type of situation. The Ombudsman said that T should either provide its service at the new address or cancel the account without penalty to C.

5.8

C cancelled CPS service with T but T said it had no record of the cancellation request. C then disputed all calls with T and T credited the account with a goodwill gesture but maintained the remaining balance.

The Ombudsman said that C is liable for the calls but T must send a letter of apology and arrange a suitable payment plan.

5.9

C entered into a contract with T for T to provide Broadband service. The reason C wanted the service was to enable a relative to work from home. A few months after receiving the service C's relative suddenly passed away and the equipment being used to access the service was returned to the relative's employer.

C sent a letter to T explaining what had happened and asked for early cancellation of the contract. T stated that the contract was for a minimum period of 12 months and if C were to cancel, early termination penalties would be applied to the account. C continued to pay the charges but sent letters of complaint about the decision to T. C said that T then did not answer the complaint letters.

The Ombudsman concluded that T was quite right about the contract and she could see no wrong-doing on the part of T.

The Ombudsman noted that the reason T had not replied to C's further letters of complaint was because T considered they were no more than duplicate requests to those made earlier. The Ombudsman also noted that T had offered C a small goodwill gesture to C in respect of any failure to respond to the further letters but C had declined this offer.

The Ombudsman decided that T need not take any further action about C's complaints.

5.10

Whilst the Ombudsman welcomes T's acceptance that it has some problems with its cancellations processes and that it is currently reviewing them the Ombudsman considers Cs experienced and inadequate level of customer service. The Ombudsman considers C suffered inconvenience by T's actions and has incurred costs when pursuing resolution to the complaints.

The Ombudsman notes C received T's letter of apology and an assurance the accounts had a nil balance . The Ombudsman directs T to waive the cost of the box and to write to C to assure C that the credit history has not been adversely affected by its actions and it has removed C's contact details from its system. Furthermore, in recognition of the numerous customer service issues raised on this case and the protracted length of time C has had to endure when seeking resolution, the Ombudsman directs T to make a goodwill payment payable by cheque.

5.11

C called, sent an email and a letter to T to cancel the service as emigrating to New Zealand. T continued to bill C and did not cancel the account. C's mother called T and sent letters but received no response.

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

The Ombudsman said that T should refund all rental charged since the date requested for disconnection. T to send C's mother a letter of apology and confirmation that credit file not affected.

5.12

C wrote to T to cancel the broadband service. T delayed the process and failed to respond to C's complaint.

The Ombudsman concluded that T should have cancelled the account earlier and required T to clear and close the account as a gesture of goodwill. T was required to confirm this in writing.

5.13

C contacted T to cancel the services provided. C asked for the amount outstanding in full and final settlement of the account. T informed C of the amount outstanding and C made payment. T insists customers give one month's notice. Therefore, C was charged for a further month's services. C pointed out that C had asked for an amount in full and final settlement and therefore considered that T was not entitled to charge anything more.

The Ombudsman was aware that T's Terms and Conditions required C to give one month's notice and to pay all charges levied. She therefore considered that T was entitled to charge C for the final month, regardless of what C had asked for previously. No further action was required.

5.14

C had several accounts with T and requested to cancel them. C continued to accrue call charges and disputed these with T. T stated that C did not request for one account to be cancelled and they had continued to make calls using its equipment. C experienced a poor level of customer service.

The Ombudsman was satisfied that C did not make a cancellation request for one account and continued to utilise T's service. The Ombudsman could see no reason why C should not make full payment for the call charges they had incurred. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred and T was required to make a nominal goodwill gesture.

5.15

C decided to transfer C's telephone service to another provider. C contacted T who advised C to arrange the transfer, after which the account would be cancelled. There was a delay in the transfer, so for a period T continued to charge C. C complained and T promised to refund call charges after the transfer should have been transferred. However, later T refused to accept responsibility for the transfer and refused to refund the charges.

The Ombudsman was of the opinion that the new service provider was responsible for the transfer, and that under its Terms and Conditions T was entitled to charge C until the transfer was completed. Therefore, she decided C was not entitled to a refund of the charges she claimed. However, it was considered that T should not have promised a refund, and therefore T was required to make a goodwill payment to recognise the confusion caused.

6.0 Carrier Pre-Select

6.1

C took out a CPS service with T but experienced problems with certain calls not being connected to the service. T explained that one of the numbers had not been carried over properly and took action to resolve the problem. T asked C to provide itemised billing for the line carrier involved, and C complained that this had been done but no action taken. C then demanded for T to cancel the contract for the problems involved, this was done by T but with early termination fees applied. C highlighted that T had provided poor customer service, with calls and letters being ignored, and not being aware of the lengthy contract involved.

The Ombudsman appreciated C's frustration but felt the information provided did not demonstrate just cause for the contract to be terminated. However, T had subsequently terminated the contract without any fees being applied, and the Ombudsman welcomed this decision. She felt there was insufficient evidence to support C's points about poor

customer service and mis-selling, and required no further action on these points. The Ombudsman required T to provide written confirmation of the contract being cancelled without penalty and the outstanding balance remaining. She recommended for C to provide additional itemised billing if this was to be reduced further. If provided, T was required to provide a revised breakdown of the outstanding balance involved. The Ombudsman required T to send C a letter of apology for any distress caused.

8.0 Customer Service

8.1

C informed T that a family member had died and to stop sending letters in the dead relative's name. Despite this T continued to chase C money. Despite C's best efforts the account was not closed and payment reminders continued. T advised the Ombudsman that it had made a mistake in the handling of the case and apologised. The Ombudsman required T to provide C assurance that the account had now been closed displaying nil balance; to remove the name from its database and provide C assurance that T would no longer send correspondence for the attention of the deceased; an apology for poor customer service levels by failing to deal with an insensitive issue adequately; and provide C a goodwill gesture for any inconvenience caused in the matter.

8.2

C queried a payment increase with T but T advised that it was an error. C later had to query a second increase and on this occasion was advised that it was due to higher charges incurred during international calls. It became apparent that the charges were due to a rogue dialler but T failed to provide any information or advice regarding this issue. C complained that T had notified of the charges. C requested written responses but T failed to communicate with C at all.

The Ombudsman noted that the charges were relatively small and infrequent and she would not have expected T to identify any unusually usage. However, she was disappointed with T's failure to inform C of the problem and the appropriate action to take. It was also clear that there had been shortfall in service. Whilst the charges were maintained, the Ombudsman required T to apply a credit to C's account as a gesture of goodwill and in recognition of the shortfall in service. In addition, T was required to issue a letter of apology and include information regarding rogue diallers.

8.3

C requested a Broadband service with T but there was a lengthy delay in provision. T gave differing reasons for the delay and this frustrated C. C sent many written complaints to T but T failed to respond. C cancelled payment of the service and asked for a refund but again T failed to respond. T applied a refund for most of the payments but did not advise C of this action. C asked to cancel the service.

The Ombudsman noted that T later acknowledged its error and apologised to C. T also offered a goodwill payment and a refund of the payments made. The Ombudsman was of the opinion that the offer was reasonable and she required T to take this action. The Ombudsman also required T to contact C to determine whether the cancellation was still required. In the event that C still wished to cancel T was required to act in this request without penalty to C. If C wished to continue with the service, T was required to issue a further goodwill credit for a period of service. This was not required if C wished to cancel.

8.4

C requested T provide a call barring facility and though it never provided this it did add a charge to C's account. Eventually, C cancelled the service with T, which led T to make a number of attractive offers to C in an effort to retain C as a customer. C asked T to provide written confirmation of the offer that was proposed and whilst it agreed to provide this it failed to deliver this confirmation. Further, T failed to action the cancellation and continued to bill C for the call barring facility even though it was not supplying it.

The Ombudsman was of the opinion that poor customer service has been delivered on this occasion and required T to cancel this account from the date that notice was originally provided by C. All charges that had built up since this time were to be cancelled. In addition, T was to confirm these actions in writing, apologise and also provide a small goodwill gesture in respect of the poor customer service that has been provided.

8.5

C disputed premium rate service (PRS) charges but T maintained the charges. T investigated the calls and identified that they were due to rogue dialler. C made further complaints and T applied a credit to C's account in respect of the delay in notifying C of the outcome. C claimed that T had failed to respond to the complaint.

The Ombudsman was of the opinion that T had acted appropriately in this matter. Whilst it was clear that C had experienced some frustration, there was no evidence to suggest that T had billed the account incorrectly. The charges were considered to be valid and the Ombudsman could see no reason why C should not pay the balance.

8.6

C received a bill from T for an account that had been closed some considerable time. C queried this bill and T was unable to provide details. T referred the matter to a debt collection agency but C disputed that the charges had been incurred. T then confirmed that the account had not been cancelled and disputed that C had communicated this wish.

The Ombudsman noted that there was some confusion regarding the dates of cancellation. Nevertheless she did not consider it reasonable that T should bill for a service without advising C for such a long period that the charges were building up. T was required to clear the outstanding charges and confirm cancellation with a nil balance. IN addition T was required to issue a written apology, goodwill credit and confirmation that the matter had not been referred to the credit reference agencies.

8.7

C arranged a payment plan with T to clear a debt. C failed to adhere to the agreed payment plan and C entered a default on credit reference files held in relation to C. When C discovered this a request was made to T remove the default entry. T refused saying that it could not but would show that the debt had been satisfied once the outstanding balance was cleared. C complained to the Ombudsman about this.

The Ombudsman confirmed that as the entry had been made properly and in correct circumstances T was not entitled to remove the default entry from the record. No further action was required of T.

8.8

There was a long delay before C received the set up disc for T's service. C then experienced technical problems and T agreed to cancel the account. T applied a credit to cover any charges that had been incurred. C experienced a poor level of customer service.

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

8.9

C complained that T took over a service from another provider without permission. T claimed that the original provider cancelled the service but proof of this was not provided. C sent written complaints to T but did not receive a response. C felt that T made too many sales calls and felt harassed as a result. T advised that C's details had been removed from the sales list and no further contact would be made. C requested that T waive the call charges billed.

The Ombudsman required T to provide a letter of apology and goodwill credit to C's account for failing to respond to written complaints and for transferring the service without authorisation. In addition, T was required to provide confirmation that the sales details had been removed from its database. The Ombudsman also required T to provide a credit equivalent to a percentage of the call charges billed in view of the cheaper rates provided the original supplier. However, the Ombudsman could see no reason why C should not pay the remaining charges once the credits had been applied. She explained that C had made the calls and therefore some payment was required.

8.10

C received debt collection letters on behalf of T. However, the debt collection agency had contacted the wrong company and this was not highlighted until C complained to T. T failed to provide C with a written response to C's concerns. T stated that a letter of apology had been sent.

The Ombudsman concluded that T had investigated C's concerns, but it seems that C had not received T's letter. T was required to provide C with confirmation that all action had been stopped and an apology for any inconvenience caused.

8.11

C's business partner transferred the phone service to T. After a split, C claimed that the partner was not authorised to sign the agreement and disputed the charges. T had carried out the appropriate checks and claimed that the dispute had arisen due the business split. Both C and the business partner contacted T on many occasions making conflicting requests. C arranged to divert all calls to a mobile and then new landline. However, C disputed responsibility for charges prior to the transfer to a new landline. T offered to reduce the balance by a percentage as a gesture of goodwill and also offered to waive the termination fee should C decide to cancel the contract. C further complained that the ex-partner's name continued to appear on the bills to the new address.

The Ombudsman was of the opinion that T had acted in good faith and that the complaint had arisen due to a disagreement between the business partners. She was of the opinion that T had made a reasonable offer and recommended that C should accept that offer. However, the Ombudsman did require T to issue an apology for the confusion and to provide confirmation that the account would be transferred into the sole name of the remaining business partner. If C chose to cancel the contract T was required to waive the termination fee. However, if C chose to continue with the service, T was required to apply a credit as a gesture of goodwill. The credit was not to be applied if C chose to end the contract.

8.12

C disputed charges on an account for calls that were believed to be inclusive. T investigated the charges and identified that an error had been made. A credit was applied to the account to reflect the correct tariff. C continued to dispute charges but T advised that the amendments had brought the account up to date. T advised that the package described by C was not available and would not have been offered. C wrote to T regarding the complaint but did not receive a response to the letters or received return calls that were promised. T disconnected the service due to non-payment but waived the ETF as a gesture of goodwill. C refused to make any payments on the account.

The Ombudsman was of the opinion that the charges billed by T were correct and payable. The terms and conditions of the contract clearly stated that the disputed calls were not inclusive and it was the responsibility of C to read these. However, the

Ombudsman noted the shortfall in customer service in respect of the failure to respond to calls and letters and she required T to apply a credit as an apology. The remaining charges once the credit had been applied were considered valid and payable. Once the balance had been cleared the Ombudsman could see no reason why the numbers should not be transferred to another provider of C's choice.

10.0 Directory Listing

10.1

C placed an advertisement in T's phone directory. The advertisement was incorrect. A year later another advertisement was placed on behalf of C. C complained that C had not applied for this new advertisement, and that it must have been placed fraudulently by one of T's salesmen. T initially ignored C's complaint. Later, T discovered that the salesman responsible for the second advertisement had left the company and therefore it could not establish if mis-selling had taken place. T refunded all payments C had made.

The Ombudsman concluded that the first advertisement was worded incorrectly, however, the directory had a clause stating that T would not be responsible for any loss as a result of an error, and therefore T was not required to compensate C. There was some evidence to suggest C may have been mis-sold the second advertisement. The Ombudsman was satisfied that as C had been refunded all payments made in respect of these two advertisements that T had taken appropriate steps to resolve the aforementioned problems. T was required to apologise and make a goodwill payment to C in respect of the delays in responding to the complaint.

11.0 Disconnection

11.1

C requested to cancel their account but T failed to take any action. C made several complaints to T but it did not respond. C experienced a poor level of customer service.

The Ombudsman considered that a shortfall in customer service had occurred. T was required to backdate the cancellation to the original date and refund any service charges incurred. T was required to write a letter of apology and make a nominal goodwill payment.

11.2

C requested to cancel their broadband service but there was a delay before T took any action. C wanted their line releasing. T confirmed the marker had been removed. C

had to make numerous calls to chase their complaint with T. C experienced a poor level of customer service.

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

11.3

C contacted T to cancel the service as C was moving home. C did not give the required 30 day notice period and this led to a delay in cancelling the account. C telephoned T on several occasions, but T failed to resolve the complaint. T also failed to collect its equipment. T did provide credits to C's account.

The Ombudsman concluded that C had received a poor customer service from T, but the total amount credited to C's account was fair and reasonable. The Ombudsman required T to confirm in writing that C's account had been closed and that C's details had been removed from its system.

12.0 Disputed Charges

12.1

C complained that T had charged for calls to a number that C had not dialled. T advised that the calls were due to a rogue dialler but maintained the charges. T did not provide the response for some months and other letters in the meantime were ignored. C felt that T should have identified unusual usage on the account. T then disconnected the service whilst the matter was still in dispute but reconnected on request without charge.

The Ombudsman was of the opinion that the charges were valid and payable by C. They were not significantly high and did not follow the usual pattern of a rogue dialler. However, the Ombudsman noted that there had been a significant delay in T's response and she was of the opinion that this demonstrated a shortfall in service. T was required to issue a written apology for the shortfall and also issue a credit to the account as a gesture of goodwill. The remaining balance was considered valid and payable by C, although the Ombudsman recommended a payment plan to clear the balance.

12.2

C agreed to a service with T. On receiving a bill, C noted that T was charging for additional services. C asked for the service to be cancelled but T failed to act on the request. C made repeated complaints but T failed to respond. C cancelled the payment on the account.

The Ombudsman was of the opinion that there had been shortfall in service and she required T to issue a letter of apology. T was also required to cancel the account as

requested and issue a credit for the difference in the cost of the service between T and the previous provider. Finally, T was required to issue a goodwill credit for the shortfall in service. The Ombudsman was satisfied that the remaining charges, once the credits had been applied were valid and she could see no reason why C should not make payment on the account.

12.3

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

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

12.4

C incurred a high bill and stated T should have barred the account. T stated its credit limit was only a guide and was not a guarantee. C said they should have received double inclusive minutes and T added this to C's account. C believed that T had not set up the Direct Debit facility. C experienced a poor level of customer service.

The Ombudsman was satisfied with T's explanation and its use of the credit limit. The Ombudsman was of the opinion that a shortfall in customer service has occurred. T was required to recalculate C's bills to reflect the double inclusive minutes and activate the direct Debit facility. C was awarded a nominal goodwill gesture and T was required to write a letter of apology for the shortfall that had occurred.

12.5

C cancelled a service with T and assumed that it had been processed properly as nothing further was heard. Eleven months later a bill was received for its services over that period. Letters were sent to T by C but the only response received was a demand for payment. The bill was paid by C.

The Ombudsman required T to provide a refund of the bill and a small goodwill gesture with an apology and confirmation that the account was properly cancelled.

12.6

C disputed call charges made from C's mobile leading to large bills. T investigated and maintained the charges.

The Ombudsman sympathises with C's horror at receiving two large bills for her mobile phone. T has carried out a satisfactory investigation and confirms that the calls were

made from C's handset. The Ombudsman considers that the call charges are valid. The Ombudsman requires C to contact T to set up an appropriate repayment plan if required. The Ombudsman requires no further action from T.

12.7

C says that she contacted T to disconnect the services she was receiving however this did not happen and she continued to be billed on a monthly basis. C says that T did not action her numerous requests and that payment has been taken from her account although the telephone line had been ported to another supplier. T says that it advised C to confirm her request in writing and as this was not forthcoming continued to bill C.

On a balance of probabilities it appears that the customer may well have written to T requesting a disconnection of service; however this request was not received by the company. The customer's account was not cancelled in although it appears a number port was actioned therefore it would be safe to assume that telephone services were no longer being by T. On this basis the Ombudsman requires T to terminate C's account and refund any charges arising after this date.

12.8

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

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

Therefore, T was required to close C's account and clear the balance to zero. T should additionally offer C a goodwill payment, by cheque, along with a letter of apology for the overall poor experiences to date. T should as a matter of urgency cease chasing C for payment, ensure that no further billing is sent and confirm in writing that no adverse information should remain on record, resulting from the subject matter of the complaint or have been passed to any credit reference agency.

12.9

C made a payment to T but found that the amount had been debited from the bank account more than once. This caused C to incur charges for other payments that could not be met. C asked T for a refund of the charges and T asked for proof. C sent proof of the bank charges on several occasions but T failed to acknowledge receipt. T then refused payment because it claimed that the proof had not been received.

The Ombudsman was of the opinion that C had provided sufficient evidence that the charges were a result of T's error. T was required to issue a written apology to C for the initial error. In addition to this, T was required to apply a credit to C's bank account, which included a sum equivalent to the charges and a goodwill payment.

12.10

C disputed PRS call charges on their bill. T carried out a thorough investigation and discovered that non-disputed calls were made in-between the disputed calls. This suggested that someone had been in C's house making the calls. C continued to dispute the call charges.

The Ombudsman considered that it did appear likely that the disputed call charges were made from a third party in C's property, albeit without their knowledge. The Ombudsman was satisfied with the level of customer service T had provided to C. The Ombudsman required no further action to be taken by T.

12.11

C contacted T and disputed data charges raised on the account. C added that a poor response from the company was received. T maintained that charges as correct.

On the balance of evidence provided, the Ombudsman was satisfied that C had been charged correctly for the disputed Data calls. There is also no evidence to suggest that T has advised C that the email charges would be set at between 6p to 10p per email and therefore these charges should be met by C.

The Ombudsman was satisfied that there is no evidence of a customer service shortfall in this case.

Therefore, T should send C written confirmation of the credits applied to the account and C should advise the company if C wishes to accept the offer previously set out.

12.12

C disputed calls to 0871 numbers on her bill with T as she paid for a 24/7 Internet package. C sent letters to T but remained unhappy with the response.

T said that the calls had been generated by software downloaded onto C's computer. T further investigated with the supplier of the numbers dialled and confirmed that it had been able to demonstrate that adequate information had been given visually on screen prior to the website being accessed. T maintained the call charges.

The Ombudsman said that C was liable to pay for the calls and must pursue the complaint with the supplier of the numbers. The Ombudsman requested that T refund rental charged for the 24/7 Internet package as goodwill in recognition of the problems C faced.

12.13

C was contacted by T due to high usage on C's line relating to PRS calls. C disputed the cost of the calls and the nature in which they were made. C complained to T but T maintained the charges were correct. T then downgraded C's services and eventually

restricted them for non-payment. C contacted the CAB who complained to T also, but again T maintained its position. The Ombudsman found that although it was not T's responsibility to monitor its customer's lines, it could have alerted C to the high usage at an earlier stage in accordance with its own procedures. Also taking in to account the nature of the calls, T was required to credit C's account with an appropriate goodwill gesture, reinstate C's full services and arrange a suitable payment plan. The Ombudsman found that T had responded accordingly to C's complaint.

12.14

C received a bill from T, which included several calls to a television quiz channel. C disputed the charges and complained to T. C was also unhappy about the conduct of some of T's staff and requested an apology. T checked the line and no faults were found. T maintained the charges and requested payment, but C remained dissatisfied.

The Ombudsman concluded that C was liable for the disputed call charges, even though C may not have known that the calls had been made. T was required to write a letter of apology to C for the conduct of some of its staff.

12.15

C was charged a standard fee for the transfer of the service to another mobile provider. C complained to T that C had not been informed about the charge, but T maintained the charge as it was stated in its Terms and Conditions and in a leaflet provided before the transfer.

The Ombudsman concluded that C was liable for the charge, as notification had been provided.

12.16

C decided to join T to utilise its service that included free weekend calls. C's service was transferred to T however when C received the first bill, calls on the weekend that should have been free, had been charged. C complained and decided to cancel the service, but received further bills with added administration charges. At first T maintained the charges, but then agreed to credit the weekend call charges as well as the added fees. C made a payment to cover any outstanding balance but continued to receive bills and demands for money. C sent more correspondence to T but received no response. On the balance of evidence available that Ombudsman was satisfied that C had been charged for calls that should have been free, and although she welcomed T's decision to credit C's account, it was clear that C had received contradictory information for T's High Level Complaints team, and that it had not responded to at least two of C's letters. The Ombudsman required T to close C's account with zero balance as a gesture of goodwill, provide C with a written apology for the poor customer service received and also confirmation that C's credit rating had not been affected as a result.

12.17

C disputed charges that had appeared on her two mobile phone accounts. C said that C had initially requested the termination of C's contracts as C was going abroad. C subsequently discovered that C had incurred substantial call charges on the accounts, which C disputed. C accepted that she had taken the handsets with C. However C did not use them and said that no one else had access to them. T has maintained the charges as correct stating that calls received while abroad were correct.

The Ombudsman decided that there was no evidence that C had requested the cancellation of the accounts, and concluded that the phones had been stolen. Under the Terms and Conditions of T's contract C remained liable for all charges until the theft was reported, and so the Ombudsman concluded that T was entitled to expect payment of the charges. However, T's records showed that T had recognised an unusual call pattern on one of the accounts before the phones were reported missing, and the Ombudsman was of the opinion that T should have taken action to prevent further fraudulent charges from accruing. Therefore, T was required to apply a credit to C's account equivalent to all charges that accrued after the unusual call pattern had been recognised.

12.18

C entered into an agreement with T for T to provide services for two telephone lines. C later claimed a mistake had been made and C wanted to cancel the two agreements C had entered into. T advised that this would result in early cancellation fees being applied to C's account, but for goodwill, if C kept one line C would not incur the charges.

C did not pay the account, and was then disconnected and charged cancellation fees.

C complained to the Ombudsman that C had been told cancellation charges would not be applied and also asked the Ombudsman to look into the disconnection of services.

The Ombudsman established that C had been tied into agreements with another service provider which C had either overlooked or failed to consider. T had not agreed to cancel early termination charges but had agreed to cancel one of the lines without charge, on the proviso that C kept the other. The Ombudsman concluded that this was a reasonable gesture.

The Ombudsman further concluded that the disconnection of services by T was appropriate as C had failed to pay the account.

12.19

C entered into a contract with T for Internet services with CPS. CPS could not be implemented as the line belonged to another customer. T advised C to use a prefix number before making calls and sent C obsolete dialler boxes to use whilst the problem was rectified. It never was. C attempted to cancel the agreement as T had not provided the services C wanted. T refused and claimed C was held into a twelve month contract.

The Ombudsman concluded that T had acted in good faith and had attempted to provide the services C wanted but had never been able to do so. T must therefore cancel the agreement and close the account. C would be liable for any other outstanding charges on the account.

12.20

C was the victim of a fraud when unknown persons obtained additional handsets from T and used them to run up high call costs. C complained about this and T commenced a fraud investigation. C had further problems with fraud on the account and decided to close it. When the account was closed T sent C a bill for outstanding charges. C refused to pay.

T told the Ombudsman that a review had established that the outstanding charges were due to cancellation fees brought about by an extension to C's contract when the additional handsets were fraudulently obtained. This had been an error, the charges had been removed and the account had a zero balance. T also said that it was taking steps to remove any credit default entries that arose in respect of this.

The Ombudsman concluded that the complaint had been satisfactorily resolved but T must send C a letter confirming the status of the account and the action being taken to remove any credit default. The Ombudsman also commented that she was pleased to see that T had taken action about the credit default without any direction from her.

12.21

C's telephone services were disconnected by T when his monthly call charges were reached. C contacted T and was surprised to discover that non-geographical calls had been the cause of the high billing. C complained that C had not made the calls and therefore was not liable for the costs. T maintained that C was liable.

The Ombudsman concluded that the calls were made by C's equipment and that C remained responsible for them. The calls were to data numbers and competition lines and there was no evidence of a bill affecting fault on the line. No further action was required from T.

13.0 Equipment

13.1

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

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

13.2

C said that T mis-sold a telephone system as C was informed it would be free. T said that C had signed the agreed order form and hire agreement, which clearly stated what the charges would be for the telephone system.

The Ombudsman said that based on the evidence provided C did sign and agree to the telephone system and so is liable to continue to pay the leasing company. If C wishes to buy the system outright then C must approach the leasing company.

14.0 Faults (Equipment)

14.1

C took out a contract with T, but had a reoccurring fault where the screen froze and the TV service was poor. C complained to T in writing and requested the termination of the contract. T eventually resolved the service problems and contacted C after the complaint to say that the service should be working. T apologised for the loss of service, but C remained dissatisfied and requested compensation and to be released from the contract. The Ombudsman concluded that C had had faults with the service and required T to apologise in writing and provide C with two months free service.

14.2

C bought handset from T. A few months later the handset became faulty. T advised C to go to T's shop. C did as requested to be informed to send handset to manufacturer. C did this twice but handset was returned with no details of what had been done and still did not work. C contacted T by letter but received no response. T said that it did not have a repair policy but that it advises customers to visit the local T shop to arrange repair.

The Ombudsman said she was concerned that the shop did not take ownership. The Ombudsman requested that T replace C's handset and refund 50% of the rental charged as goodwill.

14.3

C had a fault on a handset and returned it to T for repair. T informed C after some delay that the handset would be replaced, but this did not happen. C complained to T and T applied some credits, but failed to complete the action it said would be taken to resolve the complaint. T also required a PAC code to retain the number.

The Ombudsman concluded that T should reconnect C's account to obtain the PAC code and that this should be provided to C. T was also required to clear and close the account and apologise for the poor service received.

15.0 Faults (Line)

15.1

C reported a fault with a service from T. T relied on a third party for remedial work which C thought took too long. The Ombudsman found T was not liable to pay for loss of earnings, but required T to pay a small goodwill payment in recognition for the last day without a service that was not covered by the third party's compensation.

C was recommended to accept the original compensation offer from the third party.

15.2

T provided C with a business package for C's telephone line. C experienced a fault and reported it to T. The fault was fixed one month later. Due to the length of time taken to fix the problem with the landline C decided to cancel the agreement with T. C had all calls transferred to a mobile and used mobiles to call out whilst the line was faulty. C paid a proportion of the charges owed to C and wrote to T to notify of the reason for cancellation and the problems encountered. T wrote back stating that the matter was being investigated and a response would be made in 28 days. Before this time C received letters from a debt recovery agency.

The Ombudsman concluded that the termination fees should be waived, as should the proportion of the service charges and administration fees raised, for the time the service was not being provided as T's failure to rectify a fault had caused C to cancel the service. It was to make a payment to cover the expenses incurred in making calls from alternative telephones due to the unacceptable length of time taken to resolve the fault. C remained responsible for any outstanding call charges. It was also to make a written apology for the premature instruction of the debt collection agency within its own 28 day investigation period and it was to satisfy C that the credit file had not been marked adversely by the incident.

15.3

C reports being unable to gain access to T's services. This was initially diagnosed as being a problem with C's computer but later admitted by T to be its fault. C had a secondary problem with his system being affected by viruses.

The Ombudsman recommended C review the security software utilised. She also required T to apologise for the delay in resolving the complaint and make a goodwill payment.

15.4

C experienced a fault to services preventing calls being made or received. C stated that T did not respond to communication and transferred to a new service provider. T stated a final bill was outstanding but C did not pay it, resulting in referral to a debt collection agency.

The Ombudsman considered C had received poor customer service and required T to apologise and make a goodwill gesture. She also decided T would remain liable for any balance left outstanding.

15.5

C requested a service from T but T was unable to provide the service due to a fault. T failed to keep C informed of progress and C incurred additional expense in contacting it. T offered to repay all charges, which the Ombudsman considered reasonable. The Ombudsman also required an apology and a further goodwill payment in recognition of the expenses incurred by C and for the inconvenience.

19.0 Installation

19.1

The Ombudsman concludes T delayed in the installation of C's lines. C claims this has caused the business to suffer financially and to incur costs as a consequence of this delay. The Ombudsman noted T awarded C two months line rental in recognition of this delay, has provided an explanation and apologised for its service failure. The Ombudsman accepts the amount awarded in goodwill was not reflective of the losses C described however, this payment was made in accordance with the terms and conditions of the contract. The Ombudsman also noted T is not obliged to compensate for actual financial loss under these terms.

Whilst the Ombudsman concludes T failed to provide a satisfactory level of customer service in this case, T has provided redress in recognition of the service issues raised. The Ombudsman requires T to take no further action in light of this complaint.

19.2

C placed order with T to transfer two lines and their numbers to new business premises. It was not until the day of the transfer that C became aware that the numbers could not be transferred. C lost business for one and a half days and also paid for stationary with the two numbers on. Since the transfer C has had to pay for line rental and call diversion charges for the two lines. C was offered compensation by T but remained unhappy.

T provided a chronological order of events.

The Ombudsman said that C had received a shortfall in customer service from T. T to refund C with all charges raised for the line rental and call diversion until the service transferred to Caller Redirect. T to honour its compensation offer to C. C to provide the Ombudsman with details of stationary costs to be forwarded to T who will also refund these to C. T to send the total refund in the form of a cheque and a letter of apology.

20.0 International Call Charges

20.1

C disputed call charges made to an international landline and mobile number and stated that these calls had been routed via a European prepayment card. T investigated and maintained the charges.

The Ombudsman is sympathetic to C's distress at receiving such a large telephone bill when C believed the calls had been charged directly to the European call card. T has investigated these charges and has found no evidence of a fault on the line. The Ombudsman requires no further action from T in this case.

20.2

T contacted C after noticing that the account had incurred a number of international call charges. T then advised that a call bar should be placed and provided further advice on security measures that should be taken. C believed the charges should be cancelled as these were not knowingly made, but T maintained that C should remain liable. C continued to complain and made a number of calls and letters to the company. T then provided a deadlock letter.

The Ombudsman fully appreciated C's concerns and frustration but considered T had acted correctly throughout and had no control over equipment attached to the line. The Ombudsman required no further action to be taken by T.

22.0 Internet Connection

22.1

C agreed to BB with T. C then realised it was not BB but dial up so contacted T to cancel. C then cancelled CPS as well. C then received a bill for the dial up service and contacted T to dispute. C received no response. C sent a letter and received a response from T maintaining. T did not provide a case file so its views were not taken into account.

The Ombudsman said there was no evidence to show what was discussed at point of sale. The ombudsman said there was no evidence that C had contacted T to cancel. The Ombudsman said that C had received poor customer service from T as it had not responded in a timely manner. T to refund C with 50% of the disputed charges as goodwill.

22.2

C requested broadband and telephone services from T. T provided the carrier pre select service, but failed to provide broadband. C complained to T and wrote a letter which T failed to respond to. C had paid for a service that was not provided by T and T failed to address C's complaint.

The Ombudsman concluded that C had received a very poor service from T and required T to provide a full refund for the broadband service, a goodwill credit and a full written apology. T was also required to contact C to arrange cancellation of the telephone service and confirmation that the account had been closed. A full explanation of all credits applied to the account was also required.

22.3

C received a telephone bill which included a considerable amount of calls to an internet access number. C complained to T, who was C's internet service provider, that T had given C an incorrect access number. T stated it had no record of giving this number to C.

The Ombudsman could find no evidence to support C's assertion that T had given C the number. There was no record of T giving C the number in T's customer contact log notes. C had been a customer of T for some time when the number started to be dialled, so the Ombudsman could see no reason why T would have given the number to C. Therefore, no further action was required of T.

24.0 Mis-selling

24.1

C complained that T had mis-represented T's telephone charges. T stated that it had explained the charges to C and maintained C was liable for the call charges levied.

The Ombudsman was of the opinion that T had not conducted any investigation into C's allegation that the sales representative that had called C had provided mis-information. However, there was also some evidence to suggest that C was aware of the charges T would charge, but still used the service. Therefore, T was required to clear half the charges on the account.

24.2

C claimed to have been mis-sold a contract that was intended to be used by C's child and that a pay as you go option would have been more suitable. T said its sales staff were trained to offer a number of options but that the final decision was the customer's. The Ombudsman found that while C was entitled to rely upon the sales person's knowledge and skill it would have been reasonable for C to conduct some research into the suitability of contract as opposed to pay as you go options. C said that a call bar that was intended to stop over-use of the handset was activated but did not come into effect until several days later and that even then, text messaging was not restricted. T said there could be delays in data being transferred from the network and that text messaging would not be barred even when the bar came into effect.

The Ombudsman found that it was reasonable for C to expect that both voice and text services would cease when the call bar was activated and found that C was liable to pay any charges over and above the line rental up to the date the call bar was activated but not for any that accrued after that date. C claimed to have requested cancellation of the contract but said T had not addressed the issue. The Ombudsman had read all the correspondence in the case and found that T had advised C that cancellation would attract an early termination fee. C had taken the handset on holiday months after first requesting cancellation. The Ombudsman found that this indicated that C intended to continue to use the handset and not to return it and cancel the contract. She therefore found that C was liable to pay the line rental charges until the end of the contract. She requested that T make a reasonable payment arrangement with C to clear the balance.

24.3

C was visited by T's sales representative and was given information on its calling rates. C claimed they were told they were able to cancel the agreement at any stage and was not left with a copy of the agreement or Terms and Conditions. T agreed to review C's calling plan.

The Ombudsman considered that it seemed likely that C had been given incorrect information on T's calling rates and may not have been given the opportunity to read the company's Terms and Conditions prior to signing the agreement. The Ombudsman gave C two options, to either accept T's revised price plan or cancel the contract without penalty.

24.4

T approached C about services T offered. C was given a breakdown of the costs compared to the services provided by C's present provider. On the basis of the comparison C accepted. However, when C started to be charged, C realised the comparisons were not accurate. C complained that T had misled C and requested the agreement be terminated. T refused.

The Ombudsman examined the estimates and realised that T's salesman had calculated the amount C was charged by C's previous provider incorrectly. Therefore, the comparison had been more favourable to T. Therefore, she felt C had been misled. T was required cancel the agreement without penalty, and to apply a credit to the account equivalent to the difference in the charges made by T, and what C would have been charged by the previous provider if C had remained a customer.

24.5

C stated that T had signed C up for services that no agreement was given for. C added that a poor response was received upon complaining to T. T refuted C's claim and maintained that an agreement was given for services. T added that no complaint correspondence was received.

From the balance of evidence presented, the Ombudsman could find no clear indication of C being entered into an agreement of services without consent. However, she did recognise that this issue would be difficult to prove. C's account was closed by T and the balance zeroed. The Ombudsman believed that T did not respond to C's complaint correspondence and this is a shortfall of customer service on the part of the company.

Therefore, T was required to send C a goodwill gesture payment, by cheque, for its failure to respond to the sent correspondence along with a written apology for the poor experiences to date. T should 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.

24.6

C purchased Pocket PC with Satellite navigation from T's website as it was advertised as: UK, Ireland and European street level maps supplied, however C later found that although the UK and Ireland maps were preloaded and fine, the European maps required a code to be loaded, at a cost of £150. C had two witnesses to verify what was advertised on T's website. C was adamant that C would not have bought this unit without European maps because that was one of the main reasons for C buying it in the first place, due to C's extensive motoring and family in Europe. C complained to T until a deadlock was reached. T had offered C half the cost of the maps as a gesture of goodwill, but C wanted the full price. The Ombudsman found that in this instance, as neither party had produced any evidence in which to clarify whether or not the advertisement did, or did not, suggest the European maps were included, that C should accept T's offer of paying half the costs of the maps, in order to close the dispute. Therefore the Ombudsman required T to retain its offer, should C wish to accept it.

25.0 Network Coverage

25.1

C complained to T about poor reception on a mobile handset. This was returned to T for repair, but C continued to receive problems. Calls and letters were made to T, and the company refused to accept that C was experiencing problems with reception. T highlighted the reception in C's area was very good and as C was unable to resolve the problem, C requested termination. T stated this could only be done with penalties being applied, so C brought the complaint to the Ombudsman.

The Ombudsman concluded there was evidence of poor reception and required T to terminate the service from an appropriate date. This was to be done without penalty, but C remained responsible for the outstanding balance and any calls made after this time. The Ombudsman also required T to send a letter of apology and this was to include a full breakdown of the account.

29.0 Premium Rate Services

29.1

C received a bill from T which contained several calls to two disputed numbers. C complained to T, but the disputed charges were maintained as the calls had been generated by C's own equipment. T had provided a small goodwill credit for the delay in responding to C's complaint.

The Ombudsman concluded that C was liable for the cost of the disputed calls. The Ombudsman suggested that C take expert advice on the security software available to protect C in the future from internet scams and viruses. Call barring was also suggested, if C had not already done so. T was not required to take any further action in this case.

29.2

C subscribed to text alert messages when C entered into a twelve month contract with T. When C failed to meet the balance on his account T implemented call barring. C contacted T and disputed the charges claiming C had asked for the texts service to be removed. T advised C that texts could only be deactivated by C using the handset.

C continued to receive texts and sent letters to T disputing billing. T responded to the letters and again gave C advice on how C could deactivate the text service.

C complained to the Ombudsman that C was being charged for a service C could not stop and that T had failed to answer letters.

The Ombudsman concluded that C was liable for the texts; C had been given information in writing and over the telephone on how to deactivate the text messages if C wished to do so. C had not done so.

The Ombudsman also considered the contents of a letter T sent to C in response to C's complaint and the Ombudsman was satisfied that T had dealt with C's complaints in a satisfactory manner.

29.3

C disputed premium rate rogue dialler calls on his bill with T. T referred C to ICSTIS. C was not happy with ICSTIS response and sent a letter to T. C received no response so sent a second letter to T. T did not respond.

The Ombudsman said that C was liable to pay for the calls. T to send a letter of apology and credit C's account with a nominal goodwill payment.

34.0 Service Transfer

34.1

The Ombudsman is of the opinion C suffered a shortfall from T's customer service at times. The Ombudsman considers there was a delay in porting C's number however she considers T provided an adequate level of redress in recognition of this delay and T is not liable for consequential loss.

T recognised it had a fault in its billing system that affected many customers. T reissued the invoices C had not received and offered to answer any billing queries C might have. The Ombudsman noted T provided a further credit in recognition of the charges it had applied to the account.

The Ombudsman cannot find evidence that T has acted in breach of its contractual obligations and therefore she concludes there is no justification for releasing C from his contract without penalty. The Ombudsman does not require T to take any further action.

34.2

C discovered that T had taken over the telephone line of C's mother without authorisation and had been accessing the bank account of C's deceased father for payment of the services. C notified T. C believed that the matter had been passed to a debt collection agency. C telephoned and wrote to T to notify of the error and stated that no response had been made but the matter would be investigated. C also stated that debt recovery action had commenced. C was concerned that T had managed to access personal bank details of C's father and that distress had been caused by T asking to speak to him. T notified the Ombudsman that the account had been cancelled and refunds been made for charges raised, and a letter of apology was to be written.

The Ombudsman noted that T had recognised that the account had been set up in error through inaccurate information from its sales source. She was content that it was to make a written apology to C and C's mother, and required it to give a full explanation as to how the account was set up along with a goodwill payment for the distress, inconvenience and expense experienced. T was to review its account information more thoroughly in future to avoid recurrence of such errors. Any debt recovery action was to be stopped and the line freed for provision of services by another provider

34.3

C transferred service to T and lost by-pass number facility. T did not inform C that the number would not be retained on transfer. C contacted T but received no resolution. C was advised of a new by-pass number but this did not work.

T said that unfortunately it had discovered that C could not transfer by-pass number to it.

The Ombudsman said that C had received poor customer service from T. T to award C with a goodwill payment. C to advise the Ombudsman if C wishes to cancel contract without penalty or stay with T with a new by-pass number.

35.0 Stolen/Lost

35.1

C's handset was stolen and unauthorised calls were made. During the early period C contacted T to discount the account. T at this stage did not detect the unusual activity. C later received a bill consisting of high charges. T applied a goodwill gesture. The Ombudsman considered the goodwill gesture already applied on the account was fair and reasonable in light of the circumstances. The Ombudsman was disappointed that T took a long time to deal effectively with C's request for itemised bills. She felt that there had been a shortfall in customer service levels in this area and in recognition required T to provide C an apology and a goodwill payment. Furthermore, she required T to provide C an option to pay the outstanding balance on the account via a payment plan.

36.0 Tariffs

36.1

C had a tariff changed by T without any consent being given. C complained and T acknowledged the mistake and arranged a refund. C estimated the refund awarded was incorrect and requested a recalculation of the bill and compensation.

The Ombudsman found the recalculation by T had been correct and agreed with T that it should make an apology, waive late payment charges and make a goodwill payment.

36.2

C had two mobile phones accounts with T. C responded to an advertised offer by T to upgrade his phones and pay £39.99 for 12 months instead of £4.99 per month. T advised that the upgrade did not apply to C as it was subject to a spend limit but C accepted the rest of the package and paid £39.99. T then continued to charge the £4.99 rental and each month C had to contact T to arrange for a refund. C wrote to complain and did not get any reply.

T accepted that C had been placed on the wrong tariff and that it had failed to rectify this. T did reply but after 3 months. T credited all the overcharges and applied a courtesy credit to one account and offered to upgrade C's phones. C claimed C had still overpaid one month's rental, which had not been refunded.

The Ombudsman required T to provide a further refund credit and a courtesy credit to C's second account. The Ombudsman then required T to refund all outstanding credit on

the accounts. The Ombudsman accepted that T's offer to upgrade the phones was fair and reasonable.

36.3

C had contacted T in response to a newspaper advertisement and agreed to use its package. T set C up on the wrong tariff and when C telephoned to complain T admitted that C had been set up on the wrong tariff but C requested a written explanation. C had written to T on several occasions but not received a reply. T claimed to have written to C twice and be unable to contact C by telephone as C had anonymous call barring in place. C complained that T had discussed C's account with a third party during a call made by T to C's home. T denied this and pointed out it could not contact C by telephone as C had anonymous call barring in place. T supplied the Ombudsman with copies of two letters it had sent to C but the Ombudsman felt that the first letter did not adequately respond to C's queries and noted that the second was only a request for C to make contact by telephone. The Ombudsman required T to provide C with a detailed breakdown of all charges and payments to C's account and requested that C then pay the outstanding balance. She also required T to write to C apologising for not responding to all of C's letters in writing and to pay a small sum to C as a goodwill gesture.

38.0 Terms and Conditions of Contract

38.1

C stated that she had contacted T within the 14 day cooling off period to cancel the agreement. C added that a poor level of customer service was received upon complaining to T. T stated that C did not contact it within the required cooling off period and that a good level of customer service was received.

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

The Ombudsman was satisfied that C is accountable for the full term of her agreement as there is no clear evidence to suggest contact was made with T within the cooling off period. In fact the evidence clearly indicated that contact was initially made approximately six weeks after registration. Therefore, the Ombudsman considers C request for cancellation as invalid. However, the Ombudsman was satisfied that a shortfall in customer service has been experienced by C in relation to her sent correspondence.

Therefore, T was required to offer C a goodwill credit along with a letter of apology for the customer service shortfall.

39.0 Text Messaging (SMS)

39.1

C received a telephone bill from T. The bill included Premium Rate Service ('PRS') text messages. C complained to T. T advised C to complain to the companies that had sent the text messages, and gave the contact details. C withheld payment of the bill, and T restricted the line. Further PRS text messages were received.

The Ombudsman was satisfied that T had ensured that C had been billed correctly, and agreed that C's dispute was really with the PRS providers. It was concluded that T had tried to help C by giving the contact details of the PRS providers, and no further action was therefore required.