

Table of Contents

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

1.0 Auto Diallers

1.1

C disputed non-geographic calls on their bill and T advised C on rogue diallers. T gave C preventative help and advice. C disputed the call charges.

The Ombudsman was satisfied that T had provided C with a reasonable level of care and that it had responded to their complaint in an appropriate manner. The Ombudsman did not require any further action to be taken by T.

1.2

C complained that T had charged the account with PRS calls that had not been made. T clarified the calls had been made by computer equipment attached to its line. T acknowledged its delay whilst investigating C's issues. T offered C a good will gesture in recognition of its poor customer service and its failure to provide C an explanation of how the call charges were generated.

The Ombudsman accepts T's good will payment in recognition of its customer service issues as generous and suggested C reconsider T's offer. With regard to the outstanding balance on the account she considers T was correct to maintain the charges.

1.3

C was the victim of a rogue dialler generating international calls. T applied a call bar on the line and notified C of the high usage on the account. On receipt of the bill C was shocked to find call charges for calls to Austria and disputed the bill. C paid the undisputed portion and followed T's complaint procedure. T maintained the call charges.

The Ombudsman accepted that T was entitled to payment for the charges generated by C's computer. However the Ombudsman found that T had not picked up the high usage for 7 days and required T to credit the charges accrued as a goodwill gesture and to offer a payment arrangement for the remaining balance if required.

1.4

C complained to T over disputed International call charges. The complaint was escalated to deadlock, but C remained dissatisfied as T maintained the charges. The Ombudsman concluded that T had dealt adequately with C's complaint and that C was liable for the disputed call charges.

1.5

C received a bill with unrecognised calls to a rogue dialler. The calls were disputed but T requested payment in full as it did not recognise that it had been at fault.

The Ombudsman concluded there was a third party with access to the service and C was liable for the charges incurred.

1.6

T contacted C to advise them on increased call charges due to a rogue dialler. T gave C protective help about the issue but C disputed the charges. T applied a goodwill gesture to C's account.

The Ombudsman was of the opinion that T had provided C with a reasonable level of care and she was satisfied with the goodwill gesture it had given to C. The Ombudsman did not require any further action to be taken.

1.7

C incurred international call charges due to a rogue dialler. C complained to T and t carried out an investigation. T offered C protective help and advice but C continued to dispute the charges. T recognised there was a delay before it responded top the complaint and applied a large credit to C's account.

The Ombudsman was satisfied that T had provided C with a reasonable level of care and she found its goodwill credit satisfactory. The Ombudsman did not require any further action to be taken by T.

1.8

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

1.9

C received unwanted messages via T. T advised on action to prevent a repetition but C did not heed the advice. C complained that T had done nothing to help. C complained

of Rogue Dialler calls on a bill. T made a refund of some of the costs as a goodwill payment and suggested a resolution which C refused.

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

1.10

C received a telephone bill from T which contained PRS call charges. These charges were disputed by C and were held in suspension whilst the case was investigated. An inclusive investigation was held by ICSTIS but no result was delivered so C renewed a complaint against T.

The Ombudsman found that as T had not supplied a case file and C had not provided any copy of the bills it was impossible to check the call patterns in this case however due to the low amount charged it would appear that few calls had been made. No criticism was made of T however it was required to arrange a repayment plan with C.

1.11

C had been charged for a number of calls to a premium rate number and said that C did not own a computer. T investigated and found that the disputed calls were voice calls to a television channel and were not computer-related. There were other undisputed calls made during the time that calls were made to the television programme. T had investigated and established there were no invoice-affecting faults on C's line. T admitted it had taken an unacceptably long time to investigate the dispute and had credited a sum to C's account as a goodwill gesture to reflect this. The Ombudsman found on the balance of probabilities that the calls had been made from C's line and that they were not computer-related. While agreeing that T had taken an unacceptably long time to deal with this dispute, the Ombudsman noted that T had already credited C's account with a sum as a goodwill gesture to reflect this. The Ombudsman found the sum to be acceptable and did not require T to take any further action in this case.

1.12

C was the victim of a 'rogue dialler' and unknowingly to C International calls were made via Internet modem line. T presented C with the call charges. C refused to pay claiming that T was liable for the calls. C continued to pay rental and other line charges but would not pay the calls initiated by the 'rogue dialler'. T disconnected services to C.

C complained to the Ombudsman about the disputed charges and reconnection fees T wanted. C advised the Ombudsman that C had previously been the victim of similar calls and had advised T to bar Premium Rate calls. T did not comment to the Ombudsman about any previous similar incidents.

The Ombudsman concluded that T had failed to adequately deal with call barring following the first incidents then T was liable for the call charges and should reconnect C free of charge.

2.0 Billing

2.1

C contacted T as incorrect charges were received. C stated that a poor level of customer service was received upon complaining to T. C added that due to the incorrect billing, C was disconnected. T acknowledged that incorrect billing was sent and a delay in applying it to C's account. T did not comment further on the other issues raised. T made an offer to clear the package charges on the account, but call charges would be maintained.

The Ombudsman concluded that C has received a shortfall in service and customer service from T. T accepted that C had been billed incorrectly and that the company had delayed refunding this overcharge. The Ombudsman believed that due to the overcharge; C's service was suspended, resulting in a loss of service. Although some of the charges were valid, part of the charge was incorrect and in the Ombudsman's opinion, T should have not barred the account. This was a shortfall in service. The Ombudsman believed that C did not receive an appropriate response to the sent correspondence and this is a shortfall in customer service.

The Ombudsman noted the offer made by T and found this encouraging. The Ombudsman also notes C's request to cancel the agreement.

Therefore, in view of the repeated shortfalls received by C, T was required to clear the package charges on the account and close it without penalty along with a letter of apology. However, C was accountable for the call charges used. T should send C a final invoice for call charges only, to reduce any confusion over the amount owed. If a dispute remains regarding the payment C alleged to have made via VISA, then C should send T proof of this payment. 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 the initial debt chased.

2.2

C requested the transfer of three charity telephone lines to another address and a date was set for this, yet T did not action the transfer until two months later. C also noticed some discrepancies on C's billing regarding C's home line and office lines, as well as overcharging. C made numerous contacts to C about this and also sent T three letters of complaint but to no avail. C withheld payment until the dispute was sorted but only received demands for payment. T did not provide the Ombudsman with any information on this case and so she based her conclusions on the evidence available. The

Ombudsman found that there was a delay in the initial transfer, that there were discrepancies on C's bills and that C had received a shortfall in customer service. The Ombudsman required T to credit C's account with two months line rental, offer C a written breakdown/explanation of the discrepancies and make any appropriate refunds, offer C a small good will payment and a written apology, and confirm C's credit rating was unaffected.

2.3

C contacted T after noticing discrepancies on the telephone account. C had agreed to the service and expected one DD to be taken. However, T was taking the DD and producing cheque payments slips. C assumed these were for additional calls, but T highlighted that this was duplicate billing. C requested a refund, and T agreed but none was made. C complained to T on a number of occasions and on each occasion the matter was escalated without T ever contacting. When C complained to the Ombudsman, T investigated and noticed that C was not in fact entitled to a refund. T highlighted that although C had made some duplicate payments, some months none was received. This left a small outstanding balance. T acknowledged the poor customer service provided but concluded that a refund was not due.

The Ombudsman appreciated C's frustration but could not dispute the billing information provided by T. However, she concluded C had received poor customer service and was disappointed that no one at T had taken control of this situation. In resolution she required T to send a letter of apology, cancel the account and any outstanding balance, and provide a cheque payment as a goodwill gesture.

2.4

C agreed to a service with T but T failed to provide working equipment. C complained but did not receive the new issue from T. C asked to cancel the account but T refused until all investigations had been completed. T failed to report back to C and C again asked for cancellation. C refused to pay the charges for a service that had not been provided. C also failed to make payment on another service that was provided by T. T instructed solicitors to recover the debt. T then acknowledged its errors and offered to cancel the contract without charge. T also offered a goodwill payment.

The Ombudsman was of the opinion that T had made efforts to resolve the matter and she considered its offers to be appropriate. T was required to waive the termination fee, cancel the contract and apply a credit to the account as a gesture of goodwill. Once the credits had been applied, the Ombudsman could see no reason why C should not pay the remaining valid charges. The Ombudsman recommended that T allow C time to pay and also to enable a transfer of the service to another provider.

2.5

C paid T on what was thought to be the due date for payment. T cleared the payment after the close of business and therefore applied an administration fee for late payment.

C had not appreciated, nor had it been explained at the time of payment, that the payment was in effect already late.

The Ombudsman required T to apologise for the confusion and make a small goodwill payment in recognition of the confusion.

2.6

C had been receiving a variety of services from T over many years and was a trustworthy and valued customer. C was moving house but the area in which C was relocating did not have connections with T's services hence C cancelled the services and asked for the account to be closed. Whilst services were cancelled the account was not and C continued to be billed for a further four months. It took C a considerable number of telephone calls, that C regularly made following the receipt of billing, and a letter of complaint before billing was stopped.

C thought no more about this but when C attempted to obtain other services C discovered that C's credit rating had been affected by T's inaccurate default entries. It took C a further four months to rectify this inaccuracy. C sent a further letter of complaint but T did not reply to it.

The Ombudsman concluded that C had asked for his account to be closed but due to clear administrative failings this had not been done. The Ombudsman commented that whilst failings do sometimes occur, she was disappointed with the number of failures in this case which she felt was due to the inefficiency of T's staff.

The Ombudsman decided that T must ensure that C's account has been closed, reimburse C with credit check costs, send C a letter of apology and make a monetary goodwill gesture to C for the inconvenience and embarrassment caused.

2.7

C complained about T's service when C received a large phone bill on the grounds that the service was showing that C still had further minutes remaining for use on the account. C advised T of the problem the problem that may have occurred but T advised that according to its records, there was no error and they were available for use; and that C would not be billed for them. When C contacted T again C was advised that the amount would not be refunded and that an error had been caused by T's system. C made many contacts with T and sent a letter of complaint but received no response. C eventually received a goodwill payment from T but remained unhappy and wanted an independent investigation. The Ombudsman found that due to an error with T's system, C experienced problems with the remaining allowance on the account and as a result incurred a large bill. The Ombudsman welcomed T's goodwill credit but considered that as C has suffered a shortfall in customer service, this was to be increased.

2.8

C cancelled a direct debit mandate when a billing error was not corrected. T continued to levy a surcharge for failure to have a direct debit mandate in place even after the error was rectified and the mandate was reinstated. T's debt collectors had contacted C nearly 3 months after C had paid the outstanding amount. The Ombudsman found that this was very poor customer service but noted that T had apologised for this. T admitted that it had barred access to the online billing service when the direct debit mandate was cancelled and that it had not sent bills by post. The Ombudsman queried how C could have known how much to pay and when as C had not been billed. She found that this was very poor customer service. C claimed to have cancelled the service earlier than T claimed to have received a termination request. As C had not provided any evidence of an earlier request, the Ombudsman found that T had selected the correct termination date. The Ombudsman required T to refund all surcharges that had been levied for not having a direct debit mandate in place from the date the mandate was reinstated. She required T to undo any adverse credit history that may have been created. She also required T to write to C apologising for the poor customer service received on this occasion and to pay a small sum as a goodwill gesture to reflect this.

2.9

C contacted T as duplicate billing was received. C stated that an account that had been cancelled was still being charged for. C said that T agreed to refund the overcharge. T did not respond to the Ombudsman.

The Ombudsman concluded that C has received a shortfall in service and customer service by T. C has additionally been inconvenienced in the attempts to resolve the complaint.

Therefore, T was required to send C a clear breakdown of billing setting out precisely how the refund has been applied – if any errors have occurred, a re-credit should be applied, Also offer a further credit for the overall poor experiences received along with a letter of apology. T should ensure that C cancelled line is closed in full to ensure that no further billing errors occur.

2.10

C complained to T about a bill that was received relating to the old address some seven months after C moved. C believed this situation had occurred due to T mistakenly providing the old number to another customer but then failing to remove his details. However, this point was not totally clear and T failed to provide any information. C also complained about T failing to respond to letters and expressed concerned about the credit situation.

The Ombudsman fully appreciated C's concerns and concluded she should accept C was not liable for the outstanding balance, without any evidence to the contrary. On this basis, she required T to send a letter of apology and ensure that the account was fully closed with the outstanding balance cancelled. The Ombudsman required T to make a

cheque payment to C as a further goodwill gesture, and to ensure that any adverse credit information was removed. She required T to provide written confirmation of all actions taken.

2.11

C signed up for a data service with T. C complained that the billing information showed significantly higher usage than that indicated on T's software. T explained that the software only provided an indication and could easily be reset by C unknowingly. T continued to bill for the service but C refused payment. T registered a default against C and C complained that this had been applied unfairly. T offered to credit back all outstanding charges and amend the credit file to show the account as settled but C rejected this because the default would not be removed from the file.

The Ombudsman was of the opinion that T had not made C aware of the limitations of the counter therefore C had been unable to monitor usage. In view of this she considered that C might have used more than intended due to T's shortfall. However, she accepted that C had refused any payment on the account despite being aware that some use had been made of the service. There was no evidence of a shortfall in customer service and the Ombudsman accepted that T had made a reasonable offer to resolve the matter. C was advised to accept T's offer. The Ombudsman did not require any additional action of T.

2.12

C received a bill from T but claimed not to have heard from T before, yet paid the bill as C assumed it was to do with another service provider. C found this was not the case and contacted T to query this. T advised C had been making calls via T's service yet C disputed this and continued to complain to T. The Ombudsman found that on the evidence available C had been using T's service and C had contacted T previously and so must have known about T. The Ombudsman considered the calls to be chargeable and correct and found no shortfalls in customer service. The Ombudsman found C to remain liable for any outstanding balance and required no further action from T.

2.13

C cancelled service with T but continued to receive bills for admin and late payment fees. C sent a letter to T to dispute the charges C said T did not respond. T said that C was billed for the extra charges as payment of the final bill was not received on time. T did then contact C in response to letter and agreed to remove the final balance in order to resolve the complaint.

The Ombudsman said that C was liable for the final balance but was pleased to see that T had resolved the complaint by removing the outstanding balance. The Ombudsman said that no further action was required by T.

2.14

C started to receive backdated call bills from T and disputed them. T sent an engineer to the premises but no fault could be found. C sent a letter to T to complain and T responded by advising that it could only bill C for the calls when it had been informed by other companies of the charges. C remained dissatisfied. T did not provide a case file so its views could not be taken into account.

The Ombudsman said that C was liable to pay for the backdated calls as it was not T's fault that it can only bill C once T has received the bill for calls from other networks.

3.0 Broadband

3.1

C entered into an agreement with T for Broadband and telephone service. C was not satisfied that the Broadband service met C's needs so C contacted T and asked to cancel the service. T sent C a letter confirming that the Broadband service had been cancelled but the letter made no reference to cancellation of the telephone service. C complained to Otelo that T had continued to provide and charge C for telephone services that were cancelled.

The Ombudsman concluded that C had not initially followed T's correct procedure for cancellation, but that the service C was receiving should have been terminated earlier when C sent letters by recorded delivery. C was liable for use of the service until then. The Ombudsman also concluded that letters C sent by recorded delivery went unanswered by T and that this amounted to an issue over customer care. The Ombudsman decided that T should make a small gesture of goodwill to C, which should be deducted from the outstanding amount on the account.

3.2

C requested wireless broadband from T, but it was unable to provide an adequate service to C and failed to respond fully to C's complaint. C wrote several letters to T, which remained mostly unanswered. However, T did release C from the contract and applied credits to the account.

The Ombudsman concluded that C had received a poor customer service from T and required T to provide a written explanation of credits already provided to C. If C had not received a goodwill credit, T was required to provide an additional credit.

3.3

C agreed with T for a broadband service. T refused to provide C as the telephone line was IDSN. C asked T to pay for the conversation, but T refused. Whilst the Ombudsman appreciated C's comments that T should be bound to honour its agreement and provide C with a broadband service she felt there was insufficient evidence available

to determine whether T was aware from the outset that C's telephone line had IDSN. Nevertheless, the Ombudsman noted that C had received poor customer service levels from T and for this required it to provide C an apology and a goodwill payment.

3.4

C requested the broadband service from T, but after a few days the service was ceased in error. C complained to T about the broadband not working and also that there had been billing errors. T failed to address C's queries and complaint and delayed in resolving the broadband problem.

The Ombudsman concluded that T had provided C with a poor customer service and required T to refund all broadband payments. T was also required to recheck C's bills and provide a goodwill payment.

3.5

C requested several services from T, but T failed to provide the broadband service on time and C was overcharged for other services. C complained to T, but T failed to respond in writing to C's concerns and complaints. T did acknowledge its failings and offered resolutions which were adequate in this case.

The Ombudsman concluded that C had received a very poor service from T and required T to review C's billing, apply further credits if necessary and a letter of apology.

3.6

It seems likely C requested the cancellation of the BB service when the minimum term of contract expired.

The Ombudsman found due to an error in suspending C's account, for non payment, T refunded the charges amounting to for the period of its administrative mistake in goodwill.

T failed to cancel the account and C repeated the request for cancellation. There is no record that C tried to cancel the account and T recorded C used the BB service extensively.

Whilst the Ombudsman concludes the account should have been closed at end of the contract, C enjoyed the service. The Ombudsman considers C should be liable for the charges up to that point. The Ombudsman requires T to recalculate the accounts to reflect this date of cessation and waive any charges. The Ombudsman directs T to ensure C's credit history has not been adversely affected by its actions.

3.7

C agreed to BB contract with T. C then moved address and was informed by T that the service would stay the same. C was not informed by T that the service would be downgraded or that C had entered into a new 12 month contract. C was also not

informed how much the downgraded service would cost. C contacted T to cancel but was informed that a cancellation fee would be charged.

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

The Ombudsman said that C had received poor customer service from T. T failed to inform C of a new contract or that the service may change. T also failed to inform C how much the service would cost or even bill C. The Ombudsman said that T should contact C to give MAC code and once service has migrated to cancel the account without penalty. Any outstanding monies should also be removed from the account.

3.8

C requested a refund of overpayments made to T and claimed that T had not informed C of the reduction in Broadband rental when it had announced its reductions. T said that the reduced charges were aimed at new customers and not existing customer.

The Ombudsman said that the reduction was aimed at new and not existing customers and so T was not liable to refund C with any claimed overpayments. No further action was required by T.

3.9

C contacted T because its BB service would not connect. C spoke to the Technical Team several times but T was unable to resolve the issues. C continued to complain and T decided to refund the BB charges when requested. C complained that an expected cheque was never received, but T stated it was applied to the telephone account as a credit due to an outstanding balance. C tried to move to another BB provider but was unable to due to a marker on the line. C asked for this to be removed but T failed to do so until a complaint was received by the Ombudsman. C requested the BB refund by cheque, for the marker to be removed and compensation for the time spent contacting T.

The Ombudsman appreciated C's concerns but concluded that T was correct to provide the refund as a credit. She welcomed that T had removed the marker but was concerned that this was not done earlier. The Ombudsman concluded T had provided poor customer service and required T to send a letter of apology. This was to include written confirmation that BB marker has now been removed and details of the BB refund provided. In consideration of the customer service issues she required T to make a further goodwill credit to the active account.

3.10

C had upgraded dial-up to Broadband. C had previously required two telephone lines, one for telephone services and one for dial-up. However, after the upgrade, C only required one. C contacted T a few years later. C wanted T to refund line rental

payments C had made in respect of the second line, because C had not used it since C's Internet service had been upgraded. T refused.

The Ombudsman was of the opinion that C was responsible for notifying T if C wanted to cancel the second line C would have been aware that T was still charging C for the line because charges would have been included on C's monthly invoice. When T had finally received a cancellation request the account had promptly been cancelled. Therefore, T was not required to take any further action.

3.11

C raised issue relating to his ISDN line. C added that a poor level of customer service was received in attempting to resolve the complaint. T stated that it was of the belief that C had gained the disputed line by deception and disconnected the line until proof of identification or residence was offered or payment of the outstanding balance. The Ombudsman does not consider T's request unreasonable and therefore, C was required to provide proof of identification, proof of residence or pay the outstanding balance on the account before re-connection. This request is in line with T's terms and conditions. The Ombudsman considered that T has acted reasonably in this case and that to enable a clear resolution that C should carry out T's request. No further action was required from T in this case.

3.12

C agreed to the broadband service from T, but problems arose with the connection. C complained to T in writing, but T failed to address C's concerns and complaint. C requested that T resolve the fault or release C from the contract. T agreed to contact C in order to resolve the technical issues and if this was not possible, T would release C from the contract without penalty.

The Ombudsman conclude that T had provided C with poor service and requested that T contact C immediately to resolve the technical issues. If this was not possible, C should be released from the contract. T was also required to provide C with a credit equivalent to four months broadband service.

3.13

C upgraded Broadband service to high speed and experienced problems. T downgraded the service as the line couldn't support the service. C complained to T as it took a long time to resolve the query. The Ombudsman concluded that T provided C poor customer service levels.

The Ombudsman required T to provide C an apology for poor customer service levels; a goodwill payment; a 75% refund for his Broadband service from the date the service was upgraded to high speed connection; and to provide C with an option to cancel the Broadband service without any penalty charges.

3.14

C contacted T to cancel the Internet services. C added that billing was received after the cancellation request. C stated that a poor level of customer service was received upon complaining to T and as a result the telephony service was also cancelled.

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

Therefore, T was required to send C written confirmation that both the telephony and Internet services are fully closed, along with a letter of apology. T should offer C a goodwill gesture payment for the overall poor experiences to date and confirm 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

3.15

C subscribed to T's Broadband Internet service. T agreed to send C a particular type of modem. C received the wrong modem. T sent a new modem. It was then discovered that one of the micro-filters T had provided was faulty. T replaced the filter. After a further week the modem developed a fault. T replaced the modem, but sent the wrong one. C therefore purchased a replacement. C wanted T to refund the rental paid while C was unable to access the Internet, the cost of the replacement modem and to compensate C for the costs of pursuing C's complaint and for the inconvenience caused.

The Ombudsman was of the opinion that T had caused C several problems and considered C's requests to be reasonable. T was required to carry them out.

3.16

C arranged for a broadband service through T, and on booking the installation was persuaded to also change C's telephone service. C was assured that C would retain C's existing telephone number; however C later found that the phone number had been changed and although the modem cable was wired, it was not connected to the internet. C could not connect and contacted T's Technical Support, yet even with the verbal aid of an engineer following the 'Quick Start' guide and the broadband set-up CD-ROM, it would not connect. C maintained that neither C nor C's family have ever used the service, however C was been charged for the service by T. C made many contacts with T including recorded delivery letters, yet T did not respond. In this instance the Ombudsman made her decision based on both the balance of probability and the evidence provided. The Ombudsman was satisfied that C had not been able to utilise T's service and that T had not responded to C at all throughout. The Ombudsman required T to close C's account without penalty, and remove any broadband marker from C's line.

5.0 Cancellation

5.1

C ordered a broadband service from T and received all information as well as the activation date; however C never received the modem. C contacted T who sent out another modem but then C could not install the software. Therefore C wrote to T to cancel the order and stated the reasons why. T contacted C to try and resolve the situation and credited C's account however C was not happy. T advised C there was already a 12 month contract in place and continued to bill C however C made no payment. Therefore C's service was eventually disconnected and passed to a debt collection agency. When this happened, C paid the outstanding balance under duress. In this instance it was clear to the Ombudsman that despite the late delivery of the modem, T had provided C with an adequate level of customer service and a fair and reasonable remedy at the time, and also that there was no evidence to suggest whether it was T's or C's equipment that caused the software to fail. However it was also clear that C had never used the service to date and had already paid the outstanding balance. Therefore the Ombudsman required T to refund C half of that payment and ensure that C's credit rating has not been affected as a result.

5.2

C contacted T as charges were taken from the account after a cancellation request was made. C added that a poor level of customer service was received and no reply to sent correspondence. 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 seemed that C did not have the cancellation request actioned and this has caused C some inconvenience and also been billed for a service not received. C also did not receive an appropriate response to the attempts to resolve the issues raised or any response to the sent correspondence. This is a shortfall in customer service.

Therefore, T was required to send C written confirmation that the account is fully closed with a nil balance, offer a full statement of his account showing clearly any payments made (and cashed by C) and refund were applicable, offer a goodwill gesture payment for C's overall poor experiences to date along with a full apology for the failure to respond to the sent correspondence. 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.

5.3

C cancelled account with T, which it agreed. C later received bills from T with termination fee charges. Despite C's contacts with T this wasn't removed. The Ombudsman was disappointed that T did not provide her office case-file details. In full consideration of the facts and issues surrounding this case the Ombudsman required the following actions from T to provide C an apology for poor customer service levels and in recognition provide C a goodwill payment; to clear the charges on the account including the termination fee and close the account displaying nil balance; and to provide C with

assurance that no adverse information has been recorded against C's name in relation to the matters raised in C's complaint, and if any has, it has now been removed or amended.

5.4

C submitted a cancellation request for C's telephone service to T. T ignored the request and continued to charge C. C refused to pay for the service after the cancellation should have been performed. T therefore referred the matter to a debt collection company. C complained.

C had submitted a copy of an acknowledgement email C received after submitting the cancellation request. The Ombudsman accepted this as proof that the cancellation request had been made. T was therefore required to remove all package charges applied after the account was the account should have been cancelled, to remove any credit defaults from C's credit file and to make a goodwill payment to C.

5.5

C tried to cancel C's account with T via telephone but was unsuccessful and therefore put the cancellation request in writing to T. C received no response but did receive a final demand for payment. T sent a second letter to T along with an enclosed payment, but again received no response. A month later C received another demand, this time from a debt collection agency, for an increased amount. C contacted both the agency and T but was not satisfied with the response as no explanation was offered as to why the balance had increased and the account had still not been closed. C then sent a third letter to T, this time addressed to its Managing Director, but again received no response. C continued to receive demands for payment despite having been verbally assured by T that the account had been closed. On the balance of probability the Ombudsman found that C did send T a cancellation letter, as it was confirmed that C also cancelled C's payment method approximately the same time. From the evidence provided the Ombudsman was satisfied that C had suffered a shortfall in customer service via the unnecessary prolonging of the complaint and lack of response to C's letters. The Ombudsman required T to close C's account with zero balance and provide C a refund to cover any excess service and administration charges C had paid after the cancellation notice period. T was also required to provide C a written apology and ensure that C's credit file had not been adversely affected.

5.6

C experienced problems with T's service, therefore C notified T of C's cancellation due to this, and C stopped the payment method. C believed that to be the end of the matter and received no further correspondence from T until one year later when C received a letter from T to advise that C was in arrears. C made many contacts with regarding this matter including sending letters of complaint, but to no avail. T maintained that it had no evidence of any disconnection request and advised that due to C's account, it provided billing information by email. In this instance the Ombudsman could find no evidence of

any cancellation request from C, therefore she considered the outstanding balance to be accurate and correct. However the Ombudsman did find that since C raised the issue, a shortfall in customer service had occurred. The Ombudsman also considered that T could have contacted C at an earlier date to advise of the situation. As the balance had increased since C first complained to T, the Ombudsman required T to waive any charges incurred after this date as a gesture of goodwill, and also provide C an apology for its lack of response to C's complaint.

5.7

C called T to cancel C's telephone account. T sent C a final bill. T did not receive payment within the specified period. T therefore referred the account to a debt collection company. The debt collection company sent a reminder. C sent another cheque to T, less the administration fee added by the debt recovery company. C explained that C had already sent a cheque to T for the amount, and that it must have been lost in the post. T informed C that C would have to pay the administration fee. C complained, stating it was not C's fault that T had not received the first payment.

The Ombudsman concluded that as C could provide no evidence that C had sent a cheque before the account was referred to the debt collection company, T was entitled to add the administration fee. Therefore, no further action was required.

5.8

C cancelled service with T. Six months later C received a letter from a debt collection agency chasing for payment. C contacted T but received no help or copy of a bill explaining what the outstanding balance was for. C sent letters to T but received no response. C then called T and was advised that the service had been cancelled but T had continued to bill C in error. C was advised that T would call back with confirmation of what needed to be paid but the call back was not received. T did not provide a case file so its views were not taken into account.

The Ombudsman said that C had received poor customer service from T. T to remove any outstanding balance. T to send C a letter of apology and confirmation that credit file not affected. T to award C with a nominal goodwill payment.

5.9

C contacted T to cancel the services, however discovered that the line had not cancelled and therefore, no alternative service provider could be contacted. C added that a poor level of customer service was received upon complaining to T. C made a claim for business losses. T accepted that a delay had occurred in not cancelling the account and advised that a credit was made to the account. T stated that C was on a residential line and not business.

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

It was clear from the evidence provided that C had been inconvenienced regarding the cancellation of the account, and as a result has been unable to activate the services at the new premises. C has also not received a level of customer service normally expected. The Ombudsman could not validate C's request for loss of business as the account with T is residential and not business.

Therefore, keeping in mind the credit previously applied to C's, T was required to offer C a goodwill gesture payment, by cheque, along with a full written apology for the overall poor experiences to date. T should ensure that C's account is fully cancelled and that no markers remain on the line to allow C to contact an alternative service provider. 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. T should also contact its debt collection agents and recall any debt remaining and ensure that no further billing is sent.

5.10

C subscribed to a range of T's services. However, the account was set up with the wrong address, so C experienced problems having the service being installed and receiving bills. T tried to charge C for charges incurred by a former customer who had previously lived at C's address. These problems were finally resolved. C then had to cancel the account, as C moved address. T failed to cancel the account, leading to a credit default being recorded on C's credit file. C also did not receive a refund of a deposit C was owed by T. T accepted all complaints made by C were accurate.

The Ombudsman required T to cancel the account without penalty, to confirm that it was not pursuing C for the previous customer's debts, to confirm the credit default had been removed from C's credit file, to refund the deposit and to compensate C for the inconvenience caused.

5.11

C stated that C had cancelled the services T provided. T said that T had not received this notification. T continued to bill C. C complained. T then said it would cancel the account. However, it failed to do so. Charges continued to build up. T eventually cancelled the account and back dated all charges.

The Ombudsman concluded that there was insufficient evidence to show T had received the original cancellation request. Although T had subsequently failed to cancel the account after receiving a cancellation request, the Ombudsman was satisfied that by clearing the outstanding balance T had taken appropriate action. T was required to ensure no adverse information had been passed to C's credit file as a result of the failure to act upon the second cancellation request.

5.12

C requested an account with T but soon cancelled within the 'cool off' period. T failed to acknowledge this continued billing and escalated the arrears to threatening legal action. Under duress C paid the arrears but T did not close the account or respond to C's letters.

After complaining to the Ombudsman, T agreed to refund the erroneous charges.

The Ombudsman required T ensure the refund was completed, offer an apology and a goodwill payment in recognition of the poor customer service.

5.13

C says C submitted a cancellation request to T. T says it has no record of the request being received. Therefore T continued to bill C. C moved address and did not receive the bills. As T could not contact C it eventually registered a default on C's account. C complained.

The Ombudsman concluded that there was insufficient evidence to suggest that a cancellation request had been received by T. Therefore, she considered that T had acted properly and required no further action.

5.14

C emailed T with a cancellation request, but when T failed to respond to this request further contact was made by C. T did cancel the account, but two month's after the initial request was made. C believed T had charged for one month more than it should and had not applied its Terms and Conditions. Many further emails were sent by C but complained that the responses did not attempt to address the issues. C refused to pay the balance and T then used C's debit card details to obtain the disputed amount. C brought the complaint to the Ombudsman.

The Ombudsman was disappointed that T had failed to provide a case file, but from the information provided she concluded T had incorrectly taken a further payment from C and had provided poor customer service. On this basis the Ombudsman required T to send a letter of apology, in addition to confirmation that the account was closed with a nil balance. She also required T to make a cheque payment to C as a refund of the money incorrectly taken and in respect of any customer service issues.

5.15

C requested cancellation of a service from T. T requested the cancellation in writing, but did not receive it. C stopped payments on the account that was assumed to be closed. T then barred the service, requesting payment. C wrote again when a termination period was imposed.

T offered a credit to C as a goodwill gesture, which the Ombudsman required it to improve upon. C was required to pay the remaining outstanding balance.

5.16

C's son cancelled T's services at the end of the contract as per the instructions of T's Customer Service staff (both verbally and in writing) but T continued to send bills. When it became apparent that the account had not been closed C contacted T and then put a formal complaint in writing to T but received no response. C contacted T again on several occasions but the matter remained unresolved. In this instance the Ombudsman based her decision on the balance of probability and the evidence provided. The Ombudsman required T to confirm the closure of C's account in writing with zero balance, provide C a small goodwill payment and also confirm that no adverse information had been passed to any credit reference agency as a result of this episode.

5.17

C transferred C's telephone line to another supplier and gave T the required notice; however C continued to invoice C over one month later. It took several calls for C to get T to stop this, however T would not refund C any monies paid for services C had not used, nor the credit balance that remained on the account. C sent T a letter of complaint but received no response. In this instance the Ombudsman found that the evidence supplied suggested that C had transferred from T, but that it had continued to bill C and that a credit balance did remain. Therefore the Ombudsman required T to refund C any monies taken from the confirmed date of transfer, C's remaining credit balance, and also confirm to C that the account was now closed.

5.18

C ordered a service package from T but was very unhappy with the service it provided so C ended up cancelling the service the day after installation which C was entitled to do without penalty or charge. C cancelled this over the phone and was advised that it would be cancelled and that no charges would be incurred. However C continued to receive monthly bills from T for several months after. As C did not pay for services that C had not used, adverse information was placed onto C's credit file. C made contact with T upon receipt of every statement only to be advised to ignore the bills and assured that the account would be cleared and closed. C was promised call backs that did not happen and also sent T a letter of complaint but received no response. C then contacted the credit reference agencies concerned who also tried to contact T but to no avail. In this particular instance the Ombudsman had to make a decision based only on the balance of probability due to a shortage of evidence. Due to the detailed description of C's contacts with T, and her correspondence with the credit reference agency, the Ombudsman considered that C had cancelled the account as C was entitled to do, and that C had not received response from T, and also been given mis-information. The Ombudsman required T to confirm the closure of C's account with out penalty and with zero balance, provide c an apology and also ensure that the information passed to the credit agencies were corrected.

5.19

C entered into a 3 year contract with T for business telephone services. C believed the charges would be less than C's current provider, but C later discovered that they weren't.

C complained to T that he had been mis-sold the services as the charges were higher. C also claimed that C was not aware that the services T were to provide were business lines. C wished to cancel the contract and revert to C's previous service provider.

The Ombudsman concluded that it was C's responsibility to check the contents of a contract and to compare charge rates before entering into the agreement. The agreement cleared showed that comparisons were made against another provider's Business rate and not a Residential rate and that the customer on the agreement was shown to be a business. The agreement was valid and C would be liable for termination fees if C cancelled services.

Whilst T made a small goodwill gesture, it was a matter for C whether to accept this or not, as the Ombudsman did not require T to take any action in response to C's complaints.

5.20

C cancelled Internet services C was receiving from T. Some months later when C later tried to obtain similar services elsewhere C was unable to do so as T's marker had been retained on the line. C made repeated requests for the marker to be removed but despite promises from T, it was not.

T told the Ombudsman that the explanation for the marker remaining on the line was an automated system failure. T said that the marker had now been removed. T also told the Ombudsman that the only requests C had made to T was for a migration code and it had no record of C complaining about the retention of the line marker.

The Ombudsman accepted T's explanation as to why the marker had remained in place and commented that sometimes system failures do occur. However, the Ombudsman felt that T should have removed the marker earlier and by not doing so had caused inconvenience to C. The Ombudsman also noted that whilst T did not accept that C had complained about the situation, a letter C had provided the Ombudsman supported C's claims that C had done so.

The Ombudsman concluded that as T had now removed the marker from C's line this had effectively resolved that part of C's complaint, but there had been customer service failings on the part of T and it should send C a letter of apology and make a small goodwill gesture to C.

5.21

C was receiving telephone and Internet Broadband services from T. C decided to change telephone services to another provider and assumed that T would cancel the

account. T did not do so and continued to bill C for line rental, despite C being with another service provider. C complained to T who told C that the account had not been cancelled. T did not then close the account and continued applying line rental charges to the account.

C then attempted to cancel the Broadband service but when C was advised that C would incur early termination charges C decided to keep the account open. However, C asked for an added on software package to be removed. T did not do this. C did not pay the billing and T initiated debt recovery action.

The Ombudsman decided that T should have closed C's account when C made the request for this. C could not assume that T would close the account and under the terms and conditions of the contract C was required to give due notice. The Ombudsman also concluded that C was not responsible for line rental charges applied to the account once C had asked for it to be closed.

The Ombudsman also decided that T should have removed charges for the Broadband software package add on once C asked for this. The Ombudsman noted that C wished to continue with the Broadband service, but she concluded that T should close the telephone account and as a gesture of goodwill write off any outstanding balance that may be on the account.

5.22

C moved house, but T was unable to provide a service in the new area. C organised termination of the account, but T failed to take the appropriate action and bills continued to be received. C complained, but then received assurances that the account had been terminated. However, further errors were made by T, with bills continuing before a credit was placed on the account. C believed the credit had been placed as a gesture of goodwill for staying with the company, but wanted the service cancelled. C complained to the Ombudsman, but T failed to provide a case file. C requested written confirmation that the account is closed, with assurances that C's credit history had not been affected, and a refund of all promised payments.

The Ombudsman felt these were reasonable requests, but was uncertain if C was entitled to the full credit on the account, or if this was an error on T's part. However, she felt C should be entitled to the full refund as a goodwill gesture and in consideration of the problems experienced. She required T to send written confirmation of the account termination and that this matter had not adversely affected C's credit history. She also requires T to refund the full credit showing as a gesture of goodwill, and this was to be sent with a letter of apology.

5.23

C received a large bill from T in respect of an internet service he cancelled 15 months earlier after moving house. T failed to provide any information, but C highlighted making numerous calls and letters to T in an attempt to resolve the dispute. C complained about

T failing to respond and requested that T should now cancel the full charges in good faith.

The Ombudsman concluded she should believe the information provided by C on the balance of probability. Therefore, she required T to cancel all charges, but only if C could provide clear evidence of the house move. She also required T to send a letter of apology, and written confirmation of the account closure. The Ombudsman required T to ensure that any adverse credit information was resolved and to make a cheque payment as a further goodwill gesture.

5.24

C was contacted by T and advised that C's company could receive cheaper line rental and calls. C initially said no due to current service provider contract. C was then contacted again and agreed to a sales visit. C says that T advised that all C needed to do to receive cheaper calls and line rental was to sign some paperwork. C agreed to this and signed the contract. C was then contacted by current service provider and informed that lines and services would be transferring to T. C says that this was the first time C was informed that the lines would be transferred and so called T to cancel. T advised that C had signed a contract and to cancel would mean a termination fee. C disputed this and said that C had been misled by T.

The Ombudsman said that after examination of the signed contract this clearly showed C that C would be changing service to T. However, without a recording of sales calls the Ombudsman said that T reduce the termination fee by 50%.

6.0 Carrier Pre-Select

6.1

C's telephone line suffered a fault causing C to have no use of the line. T was attempting to fix the line and to have it fixed via the principle T that carried the lines on behalf of the smaller T with whom C had a contract however this was not communicated to C nor were C's letters responded to. This was viewed as poor levels of customer service being delivered.

The line was transferred from T however it continued to deliver bills to C. in due course T did cancel the account properly and cleared the outstanding balance on the account. The Ombudsman required T to present a full account to C dating back to the time of the fault. A small goodwill gesture was required to be provided for the poor customer service and a refund for the period when there was no service on the line. A letter of apology was also required.

8.0 Customer Service

8.1

C reported slow Internet connection speeds to T. T investigated the fault but failed to keep C updated. C complained to T but felt that T did not respond within an appropriate time. C asked to cancel the account but T explained that a minimum term applied. C asked for a refund of the charges for the period without a service but T explained that this was only available once the matter had been resolved. C further complained that on occasions the matter was not discussed with an authorised third party. T did not respond to this complaint.

The Ombudsman was of the opinion that there had been a shortfall in service and she required T to issue a written apology in respect of this. T was also required to cancel the service without charge, issue a refund of all payments made and issue a goodwill payment. In the event that C wished to continue with the service once it had been fixed, T was required to refund all charges paid until the fix date and also apply a goodwill credit for a short period of free service. This final credit was not required if C chose to cancel the account. The Ombudsman also recommended that T reviewed its internal processes for recording third party access to accounts in order to avoid future confusion.

8.2

C agreed to a service with T but requested cancellation within the cooling-off period. T failed to act on the request and transferred the service over. C continued to request cancellation and eventually T acted on the request. C sent many letters of complaint to T but did not receive a response. Once the matter had been reported to the Ombudsman, T offered a goodwill payment for the inconvenience caused.

The Ombudsman was of the opinion that there had been a shortfall in service and it was clear that T had failed to respond to C's cancellation request. Whilst the matter had been rectified T had not issued an apology to C. The Ombudsman required T to issue a written apology for the shortfall in service and the failure to act on requests. T was also required to issue a goodwill payment to C for the inconvenience caused.

8.3

C contacted T to request two telephone lines for a new business. There was a delay in providing the service, which T accepted and offered C compensation which was refused. C decided to claim for actual losses and T increased the offer, but again C was dissatisfied.

The Ombudsman concluded that T should re-offer the second amount and that C should accept the offer. This was based on the evidence provided and that the Ombudsman is unable to consider Actual Financial Loss.

8.4

C agreed to a service with T based on the assumption that a current service could be cancelled without charge. The original provider charged a fee and therefore C cancelled the account with T. T then charged a termination fee, although this was significantly less

than that charged by the original provider. C requested to have the charges waived due to the concern that the contract had been mis-sold. T rejected this request.

The Ombudsman was satisfied that C had entered into a contract with T in full knowledge that a contract was already in place with another provider. C also decided to remain with the original provider to minimise loss. However, the Ombudsman was of the opinion that the contract was valid and she could see no reason why C should not pay the termination fee.

8.5

C requested a transfer of service from residential to business. T failed to offer the appropriate advice and C was without a service for several weeks. C claimed for lost business but T rejected the claim, as the account was not in a business name. C sent letters of complaint but claimed that T failed to respond. T advised C to purchase further equipment to enable the service to be accessed but C later found that the equipment was unnecessary. C claimed that the service provided by T was poor and requested compensation for the lost business and stress caused. T offered a goodwill credit, which C rejected.

The Ombudsman noted that T had replied to C's letters and in fact C had provided a copy of the responses. She also noted that the service provided was satisfactory despite C's claims to the contrary. C had commented on the helpfulness of staff in letters to T. The Ombudsman rejected C's claim for compensation at a professional daily rate, although she did consider it appropriate for T to assess for business loss in accordance with the usual policies and procedures. T was required to issue a letter of apology for any misunderstanding in the first instance regarding the equipment needed. T was also required to refund the cost of that equipment. In addition, T was required to assess C's claims for actual loss. In the event that a loss was identified, the greater of the loss or goodwill credit was to be applied to C's account.

8.6

C requested to cancel an account but T failed to do so. T continued to send bills and C disputed these. T cancelled the charges but left a small amount outstanding in error. T sent debt collection letters to C, which C complained about. T then issued an apology and written confirmation that the matter would not affect C's credit rating. T also issued a goodwill payment, which included an amount to cover the small outstanding balance. C asked for further compensation but T refused.

The Ombudsman was of the opinion that there had been a shortfall in customer service but she was satisfied that T had taken appropriate action to address the matter. No further action was required of T.

11.0 Disconnection

11.1

C gave notice to T of his house move to transfer his telephone and TV service. T agreed a date and installed the box. C was unable to use the telephone or TV services. He telephoned T and was passed around various departments and then promised that his service would be up and running within a few hours. C still did not receive any service and rang to complain. C was then told that T would not be able to provide service for over a month, as there was no cabling. C had been incorrectly classed as a new customer instead of a transfer. C cancelled all services and wrote to complain. C then received a default notice and a disconnection notice. C rang T and was passed from department to department but was unable to get his complaint resolved. C paid under protest and referred his case to Otelco.

T accepted that there were process issues, which had been highlighted by C's complaint. The Ombudsman required T to provide a refund cheque to C for the payment made under protest plus an amount for compensation. The Ombudsman also required T to send a written apology and confirmation that the account was closed and the balance clear.

11.2

C was provided with Broadband service by T. Immediately after the service was installed random disconnections occurred which were persistently reported by C. T tried to rectify the problems but was unable to do so.

C complained to the Ombudsman and requested that T cancel the account and refund payments made. C also wanted T to refund the cost of the numerous calls C had made to T in an effort to rectify the problems.

T told the Ombudsman that T was tried but was unable to rectify C's problems and since C's complaint to the Ombudsman, the account had been closed and C had been refunded with payments made.

The Ombudsman concluded that the actions of T had effectively addressed C's wishes for the account to be closed and a refund be made. However, the Ombudsman also concluded that C's request for reimbursement of the call charges incurred contacting T about the problems was not unreasonable given the number of calls made and the time span involved. The Ombudsman therefore concluded that T should reimburse C with the cost of C's calls.

11.3

C was disconnected due to non payment by another person. C complained to T, but T failed to investigate or respond to the complaint. T incorrectly billed C and when eventually credits were applied to the account, no explanation was provided to explain the adjustments.

The Ombudsman concluded that C had received a very poor service from T and T was required to provide a breakdown of all credits applied to C's account, together with a full

written response to C's complaint. T was also required to provide a letter of apology and a goodwill payment to C for the poor service received.

11.4

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

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

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

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

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

11.5

C moved house and gave the due notice to T to disconnect services. T continued to bill C for services C was not receiving due to the move. C complained about this and C was told that C had been overcharged and was entitled to a refund. C did not receive the refund but did continue to receive monthly billing for services C was unable to receive. C constantly complained to T but despite promises that the problem would be rectified, billing continued and this was followed by Debt recovery letters.

T told the Ombudsman that C's complaint had highlighted process issues that T would be reviewing. The Ombudsman gave credit to T for accepting that there were process issues and for its intention to review them. However, the Ombudsman felt that C had been considerably inconvenienced and T should send C a letter of apology and make a small goodwill gesture.

The Ombudsman also concluded that T must ensure that C's account had been closed and that C was refunded any overpayments C may have made.

11.6

C stated that a form was sent to T authorising the change of both the address and billed person on the account. T stated it never received the completed form and continued to bill C who cancelled the DD causing T to downgrade and cancel the services. C made enquiries with T and promised call backs were not received. Complaint was made to T and T provided a very generous goodwill gesture to clear the account balance but as no further action was taken by C the balance began to build up again.

The Ombudsman took the view that T was entitled to charge in this way as C had not taken any productive steps to correct matters. Advice was given that this account should be cancelled as a priority as it was outside the minimum contract term.

12.0 Disputed Charges

12.1

C already received a Pre Carrier Select service from T, when T contacted C about receiving the line rental as well. C requested information, but this was not received. However, T started to charge C for line rental and failed to deal adequately with C's concerns and complaint. C requested to cancel the contract with T, so T applied a large termination fee to the account. This was later credited back to the account. C received debt collection letters and continued to be billed by T.

The Ombudsman concluded that T had provided a poor service to C, but felt that C should not be released early from the contract. T was required to provide a goodwill credit and a letter of apology together with a revised bill. T was also required to provide C with an assurance that C's credit information had not been affected by the issues raised in the complaint.

12.2

C requested a broadband and telephone package from T, but T continued to bill C incorrectly. C complained to T, but T failed to resolve the complaint.

The Ombudsman concluded that C had received a poor service from T and required T to provide C with a goodwill credit for failing to resolve C's complaint.

12.3

C received a call from T to request payment for her account. There were two accounts in C's name, one which was being used and another that had been barred, as her son had not been able to keep up the payments. The account could not be cancelled as the twelve month contract had not expired. C assumed that the payment request was for the live account and made a payment by Visa, as requested. T actually debited two payments for the old account, which cleared the balance and lifted the bar. The SIM for the barred account had been stolen and a large amount of calls began to appear on the account. T failed to inform C of the large increase until several hundred pounds worth of calls had been made. C complained to T, but T maintained all charges.

The Ombudsman concluded that T had provided C with a poor customer service, as T had failed to inform C earlier about the large increase in charges on the account. T had also failed to answer all of C's queries and complaints. The Ombudsman acknowledged that it was C's responsibility for the safe keeping of the SIM card, but required T to provide C with a 25% reduction of the disputed call charges for poor customer service. T was also requested to offer C a suitable payment plan.

12.4

C upgraded their account from a PAYG internet service to an inclusive package but continued to incur internet call charges. T stated that C had failed to change their dial up number and T refused to refund the call charges. C experienced a poor level of customer service. T offered C a goodwill credit but failed to apply this to their account.

The Ombudsman was satisfied that T did provide C with sufficient information on the dial up number that would need to be used and that it would take no responsibility for the incorrect number being used. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. T was required to fulfil its previous goodwill offer and make an additional goodwill payment. T was required to write a letter of apology.

12.5

C incurred a large bill and disputed it with T. T advised that there had been a delay in its billing calls to C but C would still remain responsible for the calls. T offered a payment plan to C and a goodwill credit but these were refused by C. C experienced a poor level of customer service.

The Ombudsman appreciated the frustration C had been caused due to the delayed call billing, however she found T's explanation for why this occurred to be reasonable. The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance but found T's offer of credit to be reasonable. T was required to fulfil its offer of credit and arrange a payment plan.

12.6

The Ombudsman considers there was a discrepancy between T's usage record and C's usage record, and as such this led C to believe T incorrectly charged the account. C actively sought resolution to the complaints and suffered inconvenience and incurred costs in doing so.

The Ombudsman is disappointed that T did not provide an explanation to the disparity between its recorded usage and the usage showing on C's software. This was despite C pursuing the complaint by telephone, by visiting the store as advised, and by writing letters of complaint. The Ombudsman considers this delay a shortfall in customer service.

In light of the customer service issues raised on this case the Ombudsman concludes T's previous offer as generous. The Ombudsman directs Vodafone to credit 50% of the outstanding balance, in addition to the credit previously supplied. She directs T to recall the account from the debt collection agency and offer C a payment plan for the outstanding balance on the account.

12.7

C requested cancellation of an account. T failed to respond and C assumed that the action had been taken. C cancelled the Direct Debit. T then contacted C regarding non-payment of the account. C explained the matter to T but T maintained the charges remaining. C claimed that the charges had only arisen due to T's failure to cancel the service.

The Ombudsman was of the opinion that the charges were valid, as C had made the call. However, as T had failed to act on C's request, the Ombudsman required T to credit back the charges as a gesture of goodwill. T was also required to issue a goodwill payment to C for the failure to respond to written correspondence and the failure to act on C's request. T was required to issue an apology to C for the shortfall in service.

12.8

C complained that he had paid a large charge to T that was in respect of a debt by a previous occupant and that he was promised the matter would be investigated and a refund provided if the matter was proved as C claimed. T investigated and established a link between C and the previous occupants (a business) in that directors were common to both businesses. C also complained that there had only been 3 lines ordered from T whereas T argued that C had taken over the full system and supported this by indicating that the system required a minimum of 8 lines to function.

The Ombudsman found this persuasive and required T to take no further steps.

12.9

C was given incorrect information before transferring their account. C requested to cancel and T agreed to this and advised it would waive the early termination fee. T advised C to contact their alternative provider to arrange the transfer. C experienced a poor level of customer service. T made a generous goodwill offer.

The Ombudsman welcomed T's goodwill offer and she was satisfied that this was adequate recompense for the shortfall in customer service that had occurred. T was required to fulfil its offer and write a letter of apology. T was to ensure that no early termination fee was added to C's account.

12.10

C contacted T to cancel the line rental transfer but T did not action the request. C disputed the line rental charges they incurred. T failed to address C's complaint and C experienced a poor level of customer service. T made a goodwill offer.

The Ombudsman was disappointed that T failed to take appropriate action regarding the cancellation of the transfer and also in addressing C's complaint. The Ombudsman was of the opinion that a shortfall in customer service had occurred. T was required to refund the line rental charges and fulfil its goodwill offer. T was required to write a letter of apology.

12.11

C provided one months notice in writing to T to cancel an account. T failed to carry out this instruction and whilst it did not bill C for services it added an administration charge every month. T did provide a credit but this was taken up in the administration charges.

The Ombudsman was of the opinion that C had experienced poor customer service. T was required to confirm the closure of the account and to apologise for the poor customer service. In addition T was required to refund any administration charges since the account should have been closed and to provide a small goodwill gesture, both of which were to be paid in the form of a cheque.

12.12

C complained about a charge T applied to C's account. T responded by stating that C was informed about the charge at the start of the contract and that it was valid.

The Ombudsman was satisfied that C was receiving the service T was charging for, and that C had been informed of the charge at the start of the contract. Therefore, no further action was required.

12.13

C closed an account he had with T for mobile telephone services but the line was kept open to facilitate a change of PAC code. C believed C had paid the account in full and it had been closed and was surprised to receive debt recovery letters some months later, sent on behalf of T.

C contacted T and ascertained that C's account had actually been overpaid and C was due a refund. It took C seven months to obtain the refund. In the meantime C attempted to obtain credit and realised that T's debt recovery action had affected this. C repeatedly asked T to rectify the situation and send C written confirmation that C's credit rating had been redressed. T promised to do this, but never did.

T made an offer of a small goodwill gesture to C to cover the cost of calls C made to T to attempt to rectify the situation. No goodwill gesture was offered for any other failings T had made.

The Ombudsman concluded that T must ensure C's credit rating was immediately rectified and send C written confirmation of this. T must also send C a letter of apology and must increase its offer to a more generous amount to redress the inconvenience and embarrassment it caused to C.

12.14

C incurred charges on the bill relating to the internet but they were on broadband. T investigated and discovered C had not deleted the dial up connection and the dialler had continued to be active. T advised C on how to delete the dialler and avoid further call charges. C continued to dispute the call charges. C experienced a poor level of customer service.

The Ombudsman found it probable that C's dial up connection had still been connecting to the internet when they used their computer. The Ombudsman found the call charges to be valid as they had been generated by C's equipment. The Ombudsman was satisfied with the preventative help and advice T gave C but considered that a shortfall in customer service had occurred. A nominal goodwill gesture was awarded for the shortfall and C remained responsible for the outstanding charges.

12.15

C disputed call charges with T. T advised C that it appeared the numbers had been misdialled as similar undisputed numbers were in close proximity to the disputed calls. C experienced a poor level of customer service.

The Ombudsman found T's explanation to be reasonable. However, she considered that a shortfall in customer service had occurred. T was required to make a nominal goodwill gesture and write a letter of apology.

12.16

C entered into an agreement with T. C claimed that T had not advised them that they would need to enter into a finance lease agreement to hire the telephone system and it did not mention a repayment plan. T stated that these details were on the order form and contract and that C had signed a finance agreement.

The Ombudsman was satisfied that T provided details of the repayment plan and the hire purchase agreement to C. The Ombudsman was satisfied with the manner in which T responded to C's complaint and did not require any further action to be taken by T.

12.17

C received a great many charges for calls to the speaking clock. C lived in an old peoples home in a private room and the charges were challenged. Full enquiries were

carried out and it was found that T had been requested to block these calls but had not implemented this - allowing further calls to be made. No definite explanation could be given however a similar fault was known to the Ombudsman when repeated calls had been caused by a cable connection being faulty.

The Ombudsman required T to waive charges after the request to bar calls had been made.

12.18

C cancelled an account with T but claimed that billing continued. C had cancelled the Direct Debit instruction. T confirmed that the outstanding balance was valid for the notice period. C paid the balance but continued to dispute the charges.

The Ombudsman noted that the charges were valid and for the notice period on the account. There was no evidence to suggest that T had taken inappropriate action in respect of this issue. T had explained the reason for the charges and it was clear that C had cancelled the payment facility too early. No further action was required of T.

12.19

C agreed to a T package on the understanding that calls to both Poland and Italy would be at a certain discounted rate. C received a bill and found that those charges were higher than advised and complained to T. C also found that C's TV and internet service would not work and disputed a credit that was also offered at the time of agreement. C acquired the help of Trading Standards who complained to T on C's behalf, and T responded and offered C a credit to cover any time without service but maintained that a credit had been applied and also offered C a discount on the disputed charges. C continued to complain as C was not satisfied with this as C felt that the package was miss-sold. The Ombudsman found that T had applied the appropriate credits to C's account and found that its discount of the calls (despite its published price list) was fair and reasonable, however this was only for the calls to Poland. The Ombudsman required T to action the same discount for the calls to Italy of the same period, and for T to contact C in order to discuss any outstanding issues regarding its service. The Ombudsman found no evidence to suggest any miss-selling and could see no reason, once the discounts had been applied, why C should not be charged at T's published prices.

12.20

The Ombudsman considers C suffered from a shortfall in customer service at times when seeking resolution to the complaints. The complaint became protracted and C was inconvenienced.

Based on the evidence made available to her the Ombudsman considers it unlikely that T advised C about the charges involved when downgrading the service. T has offered to waive the charges if C should remain with it for the remainder of the service agreement.

The Ombudsman considers this an equitable offer however, in addition she directs T to issue a formal letter of apology to C in recognition of the customer service issues raised.

12.21

The Ombudsman concludes that whilst C raised customer service issues, she could not find any examples of poor service in the evidence provided to her by both parties. The Ombudsman found C experienced problems receiving a signal and decided to return the handset and cancel the contract. However, the Ombudsman found C was bound to a twelve-month minimum term contract and therefore T acted correctly when charging a termination penalty.

Due to non payment the outstanding balance fell to T's recovery agency to secure the debt. The Ombudsman considers T was not given opportunity to repair or replace the handset and therefore welcomes its offer of either to either repair handset and C should continue with the 12 months contract or to cancel the account and have C pay the full early termination fee owing.

12.22

The Ombudsman concludes T demonstrated an inadequate level of customer service when handling this case. T failed to action C's request to close the account and provide a refund of the remaining credit. The Ombudsman considers C actively sought resolution to the complaint to no avail and as such suffered further inconvenience.

In recognition of the customer service issues raised the Ombudsman directs T to make a goodwill payment in addition to refunding the credit payment. This amount should be paid to C by cheque. The Ombudsman directs issue formal letter of apology.

12.23

C disputed a balance on their account which had been referred to a collections agency. T stated that it had not received a disconnection request and the account was eventually cancelled due to non-payment. C experienced a poor level of customer service and T refunded the account balance as a gesture of goodwill.

The Ombudsman considered that the debt accrued on T's account was due to usage incurred by C and C should have remained responsible for the balance. The Ombudsman was pleased to note that T had refunded the account balance as a gesture of goodwill. T was required to write a letter of apology for the shortfall in customer service that had occurred.

12.24

C had considered changing service provider to T for home telephones but decided against transferring following receipt of the information C telephoned and the wrote a

letter and email notifying T of the request to cancel before the service was activated. T stated that the request had not been received and had commenced providing the service. C telephoned T and complained and subsequently wrote numerous letters. T maintained that a termination fee applied as the service had commenced. C refused to pay these charges and debt recovery action commenced. C complained that T had failed to respond to correspondence and continued to pursue these charges despite the complaint. T then offered to waive the termination fees and make a goodwill payment provided C paid the call charges incurred.

The Ombudsman required T to produce a final invoice for C detailing the cancellation of all of the termination charges and associated VAT and any charges incurred through pursuing the debt recovery procedure, whilst the complaint has been ongoing, to show the remaining call charges to be paid by C as offered. She considered this to be reasonable. The Ombudsman also required T to make the goodwill credit to the account and to write a letter of apology for the inconvenience caused.

12.25

C claimed to have completed a questionnaire about telephone services and to have subsequently received an account. T said it could only set up an account if C had signed a contract including direct debit details. C claimed to have contacted T before the account started to cancel it. C reported the person C spoke to said the computer was going slowly that day. T had no record of the call. The Ombudsman found on the balance of probabilities that what C had signed had been a contract and that this indicated misrepresentation by the seller. She also found that on the balance of probabilities C had called to cancel the contract before it started and that the computer problems would explain why T had no record of it. T had set up 2 contracts but they had been cancelled on different dates. The Ombudsman required C to pay call charges on both accounts but not to pay anything other than call charges on the second account after the date the first one had been cancelled.

12.26

C complained to T about rogue dialler call charges. T confirmed that the charges had been raised correctly but applied a credit as a gesture of goodwill for the delay in investigating the matter. C was unhappy with the resolution offered and refused to pay the disputed charges. T barred outgoing calls from C's account but rogue dialler charges continued to build up on the account.

The Ombudsman was satisfied that T had acted appropriately although she did require a letter of apology for the delay in service to be issued. In addition to this, T was required to ensure that a credit was applied to C's account to cover the charges incurred by rogue diallers after calls were barred from the account.

12.27

C received billing from T which was higher than normal. C attempted to ascertain from T how the charges had been incurred and was told that it was due to an old computer problem. C asked for a breakdown of the charges over the telephone and in writing but these were not forthcoming so C did not pay them.

C then received demands from a Debt Collection agency acting on behalf of T for the outstanding amount on the account. C paid the amount but then received a further letter from T for a surcharge.

T accepted that the outstanding balance had been paid, the surcharge had been removed as a goodwill gesture and the account had been closed. T also claimed that it had not received calls or letters of enquiry from C.

The Ombudsman concluded that due to an administrative fault in recording that payment had not been made, errors occurred. The Ombudsman further concluded that on the balance of probabilities C had called and sent letters of enquiry to T which had gone unanswered.

The Ombudsman decided that T must send C a letter of apology, confirm that there was no outstanding balance on the account, the account had been closed, and that C's credit rating had not been affected by the Debt Recovery action it had taken.

12.28

C subscribed to T's Internet service. T set up three accounts up instead of one in error. C complained. T did not investigate the problem and instead insisted that C had to pay for all three accounts. When C complained to Otelo T realised it had made a mistake and offered to credit the overcharging back to the one account that should have been set up.

The Ombudsman agreed that T should refund C the overcharging. T was also required to remove any adverse information passed to C's credit file, to apologise and to make a goodwill payment to C in recognition of the inconvenience caused.

12.29

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

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

12.30

C received a debt collection notice from a collection agency acting on behalf of T. When C made enquiries with T they were unable to trace how the debt had been incurred. C contacted the agency and ascertained that the debt had come about as an administrative error due to a change in accounts. T told the debt collection agency to withdraw the notice. T did not advise C that this had been done or offer any explanation as to how the debt notice had come about or any apology for it. C also requested that direct debit discounts C was entitled to for existing services from T should be reimbursed but this did not happen.

C then gave appropriate notice to cancel his existing account but T ignored this and continued to send invoices for services. C made frequent calls to T to inform T that they had cancelled the services but was told that T had no record of this action.

The Ombudsman came to the conclusion that C did not owe a debt to T and that C should be informed of this in writing. The Ombudsman further commented that the services T was providing to C should be cancelled in line with C's wishes, C should be given a written apology and T should make a small gesture of good will to C.

12.31

C cancelled services with T. T refunded the credit balance on the account but then continued to bill for an administration service. C complained to T but T failed to cease billing. C sent a letter of complaint but T did not respond. C raised concerns that the matter would be referred to the credit reference agencies.

The Ombudsman noted that the charges had been applied erroneously and therefore she required T to apply a credit for the incorrect charges. In addition to this, T was required to issue a goodwill payment to C for the failure to respond to letters of complaint. T was also required to send a written apology, which provided confirmation that the account had been closed and that no further bills would be issued. T was also required to confirm that no adverse submissions had been made to the credit reference agencies.

12.32

C cancelled his account for telephone services with T after following T's advice on how this should be done. C continued to receive billing from T after the closure date. C complained that C was not liable for the charges as they had been incurred after C had ceased services. T claimed that another service provider had failed to facilitate the closure request. C provided a letter from the other service provider to say it had. T continued to demand payment from C and instigated debt recovery action.

The Ombudsman concluded that it was T's fault that the account had continued and no blame could be held against C. T was only entitled to charge C up to the date of closure

of the account. If C had unwittingly incurred charges on the account after this date then T must write them off as a goodwill gesture.

The Ombudsman also concluded that the debt recovery and credit rating had been a little premature and that this must cease and default entries erased. T must also send C a letter informing C of this.

12.33

C was receiving telephone services and moved house. C claimed that the new house did not have a line connection and C went to another service provider to arrange this. C claimed that C had asked T to cancel C's account but C continued to receive billing for services.

C did not pay the billing but did not pay it in the belief that T had not provided services. C sent letters of complaint about the billing to T but did not receive a response to them.

The Ombudsman concluded from itemised billing C provided her that C had been receiving a call service from T, but strangely no line charges had been applied to the account. The Ombudsman commented that she suspected that as C did not have a land-line, T had been routing calls for C via other means, probably a mobile telephone.

The Ombudsman further concluded that as C had not paid the outstanding arrears on the account the account had remained open and further charges had been applied. The Ombudsman noted that C had been receiving services from another provider and should not have to pay charges to two providers for the same service.

The Ombudsman further commented that in the absence of evidence to the contrary from T, that C had closed the account with T once the new provider was providing services, and that T should therefore withdraw any charges applied to the account since then and present C with revised billing.

Once C had met the revised charges C's account should be closed.

13.0 Equipment

13.1

C experienced numerous problems with T's service and equipment. C claimed T's salesperson had mis-sold which made C purchase equipment via finance. C cancelled the contract with T and wanted T to remove the equipment from premises. T stated that it had credited C's account with a goodwill payment for the problems C experienced. T also terminated the contract without penalty but refused to remove equipment. The Ombudsman required T to provide C an additional goodwill payment but felt that T couldn't remove the equipment as this was the property of the finance company. The Ombudsman couldn't find any evidence of mis-selling.

13.2

C complained that T had charged for a service that C did not want and had rejected. C wrote to T but was unhappy with T's responses.

The Ombudsman concluded that T had provided C with a poor service and required T to provide a letter of apology and information on how to return the unwanted telephone.

14.0 Faults (Equipment)

14.1

C contacted T as technical problems were encountered with the handset. The handset was sent for repair and was not returned for approximately 21 days. C added that no service could be used for eight months and that in attempting to resolve the complaint, T did not respond to correspondence sent. T acknowledged C's wait for the handset to be repaired and offered a goodwill payment, but refuted receiving any correspondence and that usage was made on the handset.

From the evidence provided the Ombudsman was satisfied that although C had been inconvenienced in having to send the handset away for repair and not having it returned for some time, C did have full use of the handset upon its return. This is underpinned by the billing evidence provided. The Ombudsman notes however, that C would have been put out by not having a usable handset and in her attempts to resolve this issue. C also sent T complaint correspondence to that was unanswered.

Therefore, keeping in mind the offer previously made by T, the company is required to offer a goodwill gesture payment for the overall poor experiences along with a letter of apology

14.2

C contacted T as the handset incurred technical problems. C stated that after two replacements a further one was agreed and that it did not arrive for over a one month period. T acknowledged C's delivery delay and offered to terminate the contract and clear the balance to nil for the overall poor experiences.

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

Therefore, T was required to cancel C's without penalty, and zero the balance, cease all debt collections activities, ensure that no further billing is sent and confirm in writing to her 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 Miss Lusk a full written apology.

14.3

C experienced a very long period of inconvenience due to T leaving a low hanging wire across C's driveway which affected access to the property and prevented others from visiting.

T had made an offer of compensation which C refused. C had put forward a formula for working out compensation that should be paid. This was refused by both T and the Ombudsman. The Ombudsman did specify an increased offer that T was required to make as it was felt more appropriate. An apology was also required.

14.4

C complained that T failed to install additional telephone sockets using his existing third party telephone sockets. C had 1 line with T and 3 additional sockets with another telephone service provider. C also complained about a call charge to Jamaica which was not recognised.

T provided a case file and account summary. T had advised C that it was unable to interfere with a third party's sockets and provided a goodwill gesture for any misinformation that C may have been given. T maintained the call charge to Jamaica. There was no indication that this was a rogue dialler problem. Further credits had been applied to C's account to back date his cancellation of the service.

The Ombudsman accepted that T was entitled to payment for the call to Jamaica and that T was unable to use the existing sockets. The Ombudsman found that the customer service provided by T had been of an acceptable standard and did not require T to take any further action. C's account balance was clear and the service was awaiting transfer to another service provider.

14.5

C experienced problems with T's broadband service and made several complaints. T stated it was due to the line quality and urged C to contact their line provider. T stated C prevented it from carrying out diagnostic tests. C claimed to have received a poor level of customer service. T had previously applied substantial credits to C's account to cover the broadband charges and offered an additional goodwill credit.

The Ombudsman recommended that C contact their line provider and allows T to carry out diagnostic tests so a working service could be provided. The Ombudsman was of the opinion that a shortfall in customer service had occurred but was pleased to note the goodwill credits T had applied to C's account. The Ombudsman welcomes T's additional offer and required it to fulfil its offer.

14.6

C had been keen to have broadband installed and had asked T on numerous occasions if this could be done. Finally T installed the service although its engineers differed in opinion due to the distance from C's property to the exchange. The service was installed

and C entered into a twelve-month contract with T. C experienced problems with the service and telephoned T on a number of occasions to get them resolved. Over a period of months T tried to rectify the problems and credited C's account with some line charges in recognition. C then cancelled a direct debit to T and was disconnected for non-payment. C had to use a mobile and a neighbour's line to be reconnected following payment by credit card. T provided information to the Ombudsman that it could not provide the service at the present time.

As T had acknowledged that it could not provide the broadband service to C due to technical constraints the Ombudsman considered that the complete failure to provide the service meant that the agreement had never been fulfilled by T. C had not received the service agreed to and as such all charges raised were to be refunded for the broadband service. C was to be released from the twelve-month contract without penalty. Although there had been some refund on the account previously in recognition of the failures to provide the service the Ombudsman noted that it had taken some four months for T to acknowledge that the service could not be provided which she considered unacceptable. C had resorted to cancelling the direct debit payment and as a result the telephone service was disconnected. She was disappointed to note the stance taken by T and that this action and the failure to address the complaint swiftly had caused C some inconvenience and expense. T was to credit an amount to C as a goodwill gesture and to make a written apology.

14.7

C subscribed to T's telephone service. T sent C a peg to device into C's telephone socket to automatically divert calls via T. There was a problem with the device which persisted over an extended period of time. C was extremely ill and required a telephone line at all times, but the device repeatedly disconnected C's phone service, which took 20 minutes to reactivate. This caused C anxiety. C therefore complained to T. T ignored C's letters. C therefore cancelled C's Direct Debit. C's account was restricted and then referred to a debt collection company. C was charged late payment fees.

The Ombudsman was of the opinion that C was caused inconvenience because of the problem with the device, although she also considered that C could have simply disconnected the device to allow the phone service to operate normally, and this was taken into consideration when considering the goodwill gesture T was required to make. T was required to apply a goodwill payment to C's account and to refund the late payment fees C had been charged.

15.0 Faults (Line)

15.1

C complained to T after inclement weather brought down the overhead cables supplying his telephone lines. It seems clear that the continuing weather conditions disabled T's attempts to repair the line. C was unhappy that the repair took so long, and claimed substantial compensation from T. C did apply credits to C's account in line with its

Terms and Conditions, but C believed these did not fully compensate for the problems experienced.

The Ombudsman understood the concerns and frustrations expressed by C, but felt she had received no evidence to suggest that T had not correctly applied its Terms and Conditions, as well as providing an adequate level of customer service. Therefore, she required no further action to be taken by T.

15.2

C complained to T after inclement weather brought down the overhead cables supplying his telephone lines. It seems clear that the continuing weather conditions disabled T's attempts to repair the line. C was unhappy that the repair took so long, and claimed substantial compensation from T. C did apply credits to C's account in line with its Terms and Conditions, but C believed these did not fully compensate for the problems experienced.

The Ombudsman understood the concerns and frustrations expressed by C, but felt she had received no evidence to suggest that T had not correctly applied its Terms and Conditions, as well as providing an adequate level of customer service. Therefore, she required no further action to be taken by T.

15.3

C complained to T after the telephone service stopped working. T investigated the problem and then requested access to T's property in order for further investigation to be made. T then established that the fault was at the local exchange and C complained to T about loss of earnings whilst facilitating T's access to the home, as C felt this was unnecessary given the fact the fault was at the exchange. T assessed a claim for financial loss but felt that compensation should be provided in line with its service guarantee scheme. C was unhappy with this fact, and claimed additional compensation. T refused and sent C a deadlock letter.

Whilst the Ombudsman appreciated C's frustration, she felt T had correctly applied the agreed Terms and Conditions. Therefore she could not dispute the compensation offered by T. She recognised there was a contradiction over the period of disruption and advised C to provide further representations including telephone bills if C disagreed with the dates provided by T. The Ombudsman believed C should reconsider T's offer, and required T to send a letter of apology, and this was to include T's previous offer of compensation.

15.4

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.

15.5

C experienced a fault on the line and T stated that this was due to a fault with the telegraph pole. C disputed the length of their contract and T stated it had made it clear in the contract the minimum term. T offered C a shorter term with a higher line rental discount but failed to apply the discount to C's account. When C complained to T, T took action to resolve the line discount. C experienced a poor level of customer service.

The Ombudsman was satisfied with the manner in which Daisy responded to C's fault and considered that T made it clear in its contract the minimum term of that contract. The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. A nominal goodwill gesture was awarded for the shortfall that had occurred.

15.6

A line fault on C' telephone was reported to T. T discovered that repairs necessitated excavation of the roadway. C went without service for over seven months before the repair was carried out. In the interim period C made numerous calls and sent letters to T complaining about delays and cancelled appointments for repairs. T failed to answer the letters or respond to the telephone complaints.

C complained to the Ombudsman about the delay and lack of response to complaints. C also claimed that C should not be required to meet rental charges for the period C was without a service and C should be reimbursed charges made to another service provider as C was unable to access that service providers Internet connection.

T explained to the Ombudsman that delays had been due to legal processes required to excavate the roadway but agreed that it should have kept C informed of the problems. T expressed that it wished to apologise to C for this.

The Ombudsman concluded that there had been inordinate delays for whatever reason, but T should have kept C informed about the problems and responded to C's complaints. The Ombudsman concluded that C should not pay charges for a service that T was not able to provide and that T should send C a letter of apology and make a small goodwill gesture.

19.0 Installation

19.1

C attempted to obtain a BT Broadband connection to their home but due to technical problems T were unable to provide a connection. C made contact with T on a number of occasions suggesting a possible solution to the connection problem. The initial letters went unanswered then T misinformed C that they could provide the service. C was unsuccessful when they attempted to re-order the service due to the original technical problems. C then wrote to T on many occasions requesting that the promised service be provided. C's letters went unanswered.

The Ombudsman was satisfied that C had been given misleading information which had caused inconvenience to C when trying to order the service. Whilst the Ombudsman could not direct T to implement C's suggestion the Ombudsman concluded that given the wrong information C had been given it would be appropriate that T consider C's suggested solution and provide them with feedback about it.

The Ombudsman also concluded that a large number of C's letters had gone unanswered by T. These taken together with the misleading information C had been given amounted to a lack of customer care and to address this T should provide C with a written letter of apology and a small gesture of goodwill.

19.2

C was received Broadband (BB) service from T and contacted T to advise of a number change. T attempted to connect BB to the new number but was unable to do so. It took T three months to inform C that T's BB service could not be connected to the new number. T eventually advised C to go to another service provider but when C did this C could still not obtain services as T had a marker on the line.

C contacted T on numerous occasions to have the marker removed. For some unknown reason, T delayed in doing this. C told T that C would not meet charges for a service C was unable to receive.

T told the Ombudsman that there had been delays and T was prepared to clear the outstanding balance on C's account. The Ombudsman noted that the balance provided to her by T differed from that shown in the Account Record.

Whilst the complaint was being investigated C informed the Ombudsman that the marker had been removed.

The Ombudsman concluded that the offer made by T to clear the outstanding balance on C's account (whatever the figure was) was a reasonable gesture of goodwill. However, the Ombudsman had to take into account the time it had taken for T to decide that it could not provide the service, delays in removing the marker and the long term loss of BB service to C.

The Ombudsman decided that the offer T made should be maintained and T should also close C's account and make a small monetary goodwill gesture to C for the inconvenience caused to C and customer care failings.

22.0 Internet Connection

22.1

The Ombudsman concludes C has suffered a shortfall in customer service on this case at times. Based on the evidence provided it seems the fault was corrected and C's services have resumed. The Ombudsman considers however the handling of the problem was poor and T failed to address C's issues in detail. The Ombudsman accepts C is eager for an improvement in the service however notes a fault free service cannot be guaranteed.

In recognition of the customer service issues raised on this case T offered six months BB rental free. The Ombudsman is satisfied that this is a reasonable offer of financial redress and directs T to apply the credit to C's account.

22.2

C complained to T about intermittent BB service being provided, and despite many calls T was unable to resolve the problem. C requested disconnection but complains about no response being made. C also complained that all letters were not being responded to and requested for T's services to be cancelled with a full refund for all telephone calls and BB costs, as well as compensation for the inconvenience caused. T failed to provide any information.

The Ombudsman accepted C had experienced problems but understood that T could not guarantee a fault free service. She required T to cancel the service without penalty or further charges, and to provide written confirmation of these actions, with a full apology also to be provided. The Ombudsman requires T to reduce any outstanding balance with a credit as a gesture of goodwill, and in full consideration of any problems or costs incurred.

22.3

C complained to T after experiencing slow connection speeds whilst online gaming. T admitted there had been problems but these had been resolved. C requested termination of the contract without charge, and after reviewing the problems experienced, T agreed to do this. T had originally stated this would incur a charge, but this was waived, as well as the outstanding balance as a gesture of goodwill.

The Ombudsman was concerned with the customer service provided and the points raised by C. However, she felt T had now taken all appropriate action. She required T to provide written confirmation of the account cancellation, as well as clarification that

the outstanding balance had been waived as a goodwill gesture. The Ombudsman required this to be provided with a full apology.

22.4

C saw from billing that C's Internet connection had used an unfamiliar number. C queried the number with the service provider. T advised C that this was a new number. C complained that C had not been told about it, and C raised technical questions about the use of the new number. T did not provide C with answers and failed to respond to C's letters in a timely fashion.

The Ombudsman concluded that T should have informed C of the introduction of the new number, T should answer C's technical questions and T should make a small goodwill gesture to C for failures in customer service.

24.0 Mis-selling

24.1

C agreed to a contract with T but later requested to cancel it. T continued with the contract and billed C. C made several complaints to T and T advised that the account was a business account and therefore a cooling off period was not available. T responded to C's contacts in an appropriate manner. C remained unhappy with T's response.

The Ombudsman considers that T had correctly raised the early termination fee on C's account in accordance with its Terms and Conditions. As C's account was a business account a cooling off period was not have been available. The Ombudsman was satisfied with the manner in which T dealt with C's complaint and therefore required no further action to be taken.

24.2

Based on the information provided it seems C was under the impression she was sold a package that included BB, Local and National calls. The Ombudsman considers T failed to provide a welcome pack to C that would have explained the terms and conditions of contract and the pricing plan that C agreed to. The Ombudsman considers that C was not provided opportunity to utilize the "cooling off" period.

It seems C has been charged for T's telephone "Anytime" package plus call charges, and on BB Extra package. This is not what C understood and agreed to. Despite T advising C it was yet to activate the telephone service in reality the telephone service was activated without C's knowledge and began to charge. T delayed in activating the BB package.

Due to the customer service issues raised the Ombudsman accepts T's goodwill offer as a fair settlement. The Ombudsman requires T to credit C's account with the bank charges incurred. The Ombudsman directs T write to C to ensure its accounts are correct.

24.3

C contacted T after mistakenly joining the company in the belief that it was current service provider on the phone. C complained and the service was transferred back. However, T continued to bill and take money by DD. C continued to contact T and assurances were given that the bills would stop and a refund would be made. Unfortunately this situation continued and C then started to receive calls from T's collection agents. C brought this matter to the Ombudsman and T stopped the account and provided a refund. T recognised the problems and offered to make a goodwill gesture.

The Ombudsman concluded there was no direct evidence of mis-selling but considered poor customer service had been received, as well as unacceptable delays. She welcomed T's offer of goodwill but believed this should be increased in full consideration. She required T to send a goodwill cheque and a letter of apology.

24.4

C received a sales cold call from T. C did not make an agreement for services but asked for literature to be sent to C. C heard nothing further for some time but then received notice from another service provider that services to C's lines were to be transferred to T. C objected to this and requested that this did not happen.

C then received billing from T which C paid as C had used the service, albeit unknowingly. C then received further billing from T which included early termination of contract charges. C refused to pay and T began debt recovery action.

T informed the Ombudsman that T was unable to acquire a copy of the telephone agreement that was made and was therefore prepared to cancel the account and withdraw charges that had been applied.

The Ombudsman concluded that T was unable to prove to her that a contract existed and therefore T could not demand early termination of contract charges. The Ombudsman also concluded that as T could not show to her that the account had been properly set up T must close the account. The Ombudsman also concluded that C was not liable for charges made for line rental, although C had a moral obligation to meet call charges, hence any line rental charges C had paid must be refunded.

The Ombudsman also concluded that T had failed to respond to three letters C sent to T by recorded delivery about outstanding charges on the account. The Ombudsman decided that T must make a gesture of goodwill to C by refunding any call charges C had made and making a small monetary payment to C. T must also halt any debt recovery action and remove any default entries placed on C's credit rating file.

24.5

C states that after signing up for a fixed term contract with T that notice for cancellation was given after five days. T says that the agreement is binding as the contract was signed and all appropriate terms and conditions were provided at the point of sale. The Ombudsman concluded that C is bound by the fixed term agreement entered into with T or liable for the early termination fee which applies when leaving the agreement early. There was no indication of any service shortfall by T. T offered to reduce the early termination fee by 35% and the Ombudsman found this helpful in the circumstances. Therefore, no other action is required by T in this case.

24.6

C contacted T and maintained that an account had been set up without authorisation. C added that a poor level of customer service was received upon complaining to T. T stated that it could not supply a copy of the initial sales recording but would clear any package fees that C has been billed for, and remove any early termination fees.

With the data provided, the Ombudsman could not find any evidence of C's account being set up without authorisation. However, she recognised that this issue would be difficult to prove without a copy of the initial sales recording. The Ombudsman recognises the offer made by T and finds this helpful in the circumstances. C also did not receive an appropriate level of customer service. .

Therefore, T was required to maintain its offer to offer to clear any package fees that C has been billed for, and remove any early termination fees and send her written confirmation that her account is closed. Also, confirm 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. C should re-call the debt from its debt collection agents to ensure that no further billing is received

24.7

C entered into an agreement with T for T to provide telephone services. Before the order matured and the switchover had taken place C contacted T to cancel the order.

T refused to cancel the order without significant penalty and when C refused to pay T barred calls and initiated debt recovery action.

The Ombudsman concluded that C had withdrawn from the contract before the order had matured. Under Ofcom Codes of Practice C was allowed to do this. T had in effect mis-sold the services.

The Ombudsman decided that T should not have provided the services, and should not have barred calls and commenced debt recovery. This had had an adverse effect on C's business.

The Ombudsman further concluded that T must terminate the contract without penalty, and halt any debt recovery action. T must also send C a letter of apology and make a substantial goodwill gesture. T must also ensure that inappropriate default entries are made on C's, or his business, credit file.

24.8

The Ombudsman considers T failed to provide all the information required in accordance with the Distance Selling Regulations. The Ombudsman found T misinformed C that it did not have the account when it actually had transferred the account from another service provider. On cancellation of the account, T imposed an early termination fee and pursued C for payment. After listening to the recording of the sales conversation, T advised C it would credit the early termination fee. However there was no evidence this request was actioned. C complained of poor customer service.

The Ombudsman concluded T failed to provide a satisfactory level of customer service on this case. C was misadvised about the service T sold and then C was misinformed about the status of the account. The Ombudsman directs T to ensure it credits C's account with the early termination fee and any administration charges for late payment. The Ombudsman requires T to write to C and ensure the account is now clear and the credit history has not been adversely affected by its actions. Due to the inconvenience C suffered and the customer service issues raised on this case, the Ombudsman requires T to make a goodwill payment payable to C by cheque.

28.0 Payments

28.1

C complained to T because it failed to provide some shop vouchers, as these had been promised as part of an opening deal. T admitted the error and promised to provide an equivalent credit, plus an additional one in order to resolve the problem. However, due to an administrative error this was never provided, and C brought this matter to the Ombudsman. On review, T proposed to make a credit in respect of the promised credits, as well as a further credit in consideration of the inconvenience.

The Ombudsman appreciated C's frustration but welcomed the proposal made by T. She required T to apply the credits as a goodwill gesture, with written confirmation and an apology also to be provided.

29.0 Premium Rate Services

29.1

C disputed PRS/international call charges appearing on T's telephone bill. C was contacted by T's automated billing service, and this stated T had noticed that account usage was high. A call bar was recommended and agreed, but T appeared not to have

applied this correctly and further large call charges were then incurred. More bills with escalating charges were then received and C contacted the Ombudsman. At this point T waived a lot of the call charges, but C remained unsatisfied. T then threatened to take C to court for the outstanding balance.

The Ombudsman requires T to waive all PRS/international call charges after the problem was originally noticed by its systems. She accepted that T had acted quickly to alert C to the problem, but believed the further charges could have been avoided had T applied the bar correctly and at its earliest opportunity. The Ombudsman was also concerned by the customer service issues, and recommended T reviewed the case to see where improvements could be made. She required T to make goodwill gesture, and this was to be provided with a breakdown of the account and a letter of apology.

29.2

C transferred service to T and said that first four bills were higher than eight bills from previous provider. C called to dispute the calls on the bills but did not receive a full explanation or breakdown. T advised that the calls in dispute were to premium rate numbers and non-geographic numbers and that C was not due to a discount.

The Ombudsman said that the premium rate calls were due to premium rate rogue dialler calls and C was liable. Details of ICSTIS was given. The non-geographic calls were due to Internet access and C liable to pay. The Ombudsman requested that T send C a letter of apology and credit final balance with a nominal goodwill payment in recognition of its not fully responding to C's complaint.

29.3

C was contacted by T due to International rogue dialler calls on unbilled usage. T immediately placed a bar on C's line to stop any further calls. C then received the bill and disputed the calls with T. T maintained that the calls had been generated by a rogue dialler and that C was liable. C was not happy and continued to dispute this.

The Ombudsman said that C was liable for the calls as it was C's equipment that had generated the calls and T could not be responsible for that. However, T did not respond to one of C's letters in a timely manner. The Ombudsman requested that T award a nominal goodwill payment for the lack of response and to cover additional costs incurred by collection agency.

34.0 Service Transfer

34.1

C received communication from T to advise that the service was being taken over. C complained that this had not been requested and asked to cancel the contract. T agreed and offered to investigate the sales call. C did not hear anything further from T until receipt of a bill. C complained to T. T agreed to cancel the service without penalty,

despite there being no record of the original cancellation request. However, T advised that payment of the bill was required. C made full payment to avoid further action but sent two letters of complaint to T. T failed to respond.

The Ombudsman was of the opinion that the cancellation was warranted, as T was unable to provide confirmation of the contract. She accepted T's offer to refund the call charges to be reasonable although further action was required to address the shortfall in service. T was required to issue a letter of apology and confirm that the account had been cancelled without penalty. In addition to this, T was required to issue a goodwill payment, which included a refund of the charges and an additional amount as an apology for the shortfall in service.

34.2

C had a contract with T for telephone calls. C wanted to transfer the contract to a new address and asked T to arrange for this to happen. Following a number of calls to both T and the landline provider, T confirmed that the service would continue at C's new address and that T would bill for the call charges. C then received the bill from the landline provider and noticed that it had charged for all calls made since the day C had moved house. C complained that T had also charged for the period since C had moved. C called T who agreed to refund the payments taken on receipt of C's landline bill. T offered C a credit but this was much lower than C had expected. C asked T for an explanation of the credit but T refused to provide this. C wanted the full amount credited and compensation for the inconvenience caused.

From the evidence it was clear that C's service was not transferred to the new address and that T continued to take payments from C's Direct Debit. The Ombudsman therefore required T to compensate C for the extra call charges billed by the landline provider and to provide C with a clear explanation of the credits due for the period that C had paid for T's service. T was also required to provide C with a letter of apology and goodwill payment for the poor level of customer service offered.

34.3

C had considered changing service provider to T for home telephones but decided against transferring following receipt of the information C telephoned and the wrote a letter and email notifying T of the request to cancel before the service was activated. T stated that the request had not been received and had commenced providing the service. C telephoned T and complained and subsequently wrote numerous letters. T maintained that a termination fee applied as the service had commenced. C refused to pay these charges and debt recovery action commenced. C complained that T had failed to respond to correspondence and continued to pursue these charges despite the complaint. T then offered to waive the termination fees and make a goodwill payment provided C paid the call charges incurred.

The Ombudsman required T to produce a final invoice for C detailing the cancellation of all of the termination charges and associated VAT and any charges incurred through pursuing the debt recovery procedure, whilst the complaint has been ongoing, to show

the remaining call charges to be paid by C as offered. She considered this to be reasonable. The Ombudsman also required T to make the goodwill credit to the account and to write a letter of apology for the inconvenience caused.

34.4

The Ombudsman considers C contacted T to set up a new account. However, T failed to act on this request and C's calls remained with the initial service provider. Despite several assurances C would receive a refund for the call charges from the initial service provider T reneged on this decision and advised C it was not able to make the refund. C complained of instances of poor customer service.

The Ombudsman concludes, based on the evidence available to her that T failed to transfer C's service to its provision as requested. The Ombudsman considers C has experienced a shortfall in customer service at times and has actively sought to resolve the complaint to no avail.

In recognition of the customer service issues raised on this case the Ombudsman directs T to recalculate C's bill starting for the whole period, in view of what the charges would have been under its pricing plan. T is required to refund the difference, plus a goodwill payment payable by cheque.

34.5

C agreed to transfer the telephone service to T but decided to cancel a few days before the go live date. T notified C that this would take time at such short notice although C had acted within the terms of agreement and that to avoid being charged by it a prefix should be used. C told T that this would be difficult as there were other people using the telephone. C refused to pay for the calls. T cancelled the service and invoiced C for the charges incurred in using its service. C disputed these and made complaints by way of letter and telephone. T sent C a final demand and then notified that the matter was being passed to a debt collection agency. T subsequently agreed to waive the charges remaining on the account and apologised by telephone. C asked the Ombudsman to review the complaint in any event to prevent the same happening to other customers.

The Ombudsman considered that T had acted reasonably in clearing the account as call charges would have been incurred with whichever service provider was used. She required it to make a goodwill payment in recognition of the inconvenience and distress caused by the notification of the proposed debt recovery and final demand and asked that it review the time taken to cancel the service.

35.0 Stolen/Lost

35.1

T provided C with a mobile phone contract. The phone was stolen and C was sent a new phone and sim card. C called T to activate the sim card and was told that this would be

done within 24 hours. This did not happen and C telephoned again and was informed that it would take 4 hours. Again this did not happen and C returned the sim card to T and asked for the sim card received with the insurance replacement phone to be activated instead. C complained that this did not happen and that he wrote numerous letters of complaint, emails and was told on telephoning that the matter was being investigated. He was continuing to be charged for the line rental and after refusing to pay on the basis that he could not access the service recovery procedures commenced. A final demand was made and C wrote to T's executive office but stated that he had received no response.

The Ombudsman considered that there had been a shortfall in customer service given to C and T had recognised this along with the difficulties in activating the new USIM. The account was credited with the line rental charges and the credit file cleared of any adverse credit history due to the incident. Evidence of this was to be given to C along with a letter of apology for the inconvenience caused. The Ombudsman considered that the goodwill payment that had been offered by T was reasonable. T had given C the option of terminating the contract with no penalty and if C wished to accept the offer then the handset was to be returned to T at Ts cost. If there was any credit on the account this was to be paid directly to C. If C wished to continue with the contract then T was to ensure that the USIM was activated.

36.0 Tariffs

36.1

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

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

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