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## **1.0 Auto Diallers**

### **1.1**

C was billed for PRS calls which were disputed. T investigated and found the calls were legitimately charged. T also found C would be better off on a different tariff and made a retrospective change with applicable credit. C still disputed call a refused to pay the bill.

The Ombudsman found in favour of T. C liable for the costs of the calls and was recommended that the credit and goodwill offer already made by T was accepted.

### **1.2**

C complained to T about PRS call charges appearing on the bill. T maintained that these were correct, but decided an initial delay had occurred and made a credit to C's account. C believed T should cancel all charges and asked a number of questions. T replied but failed to answer all questions. C brought the complaint to Otelco and again made mention of the questions that had been ignored.

The Ombudsman believed T had generally acted correctly, but was concerned that T had ignored the questions again when submitting the case file. She required T to make a further goodwill gesture in respect of the poor customer service, and answer the questions posed by C. The Ombudsman recommended to C that an application to the ISP's should be made for additional recompense, and provided details of the companies involved.

### **1.3**

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### **1.4**

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

### **1.5**

C disputed internet charges on their account and T advised that they were due to a rogue dialler. T gave C advice on rogue diallers but there was a delay before it responded to the complaint.

Although the Ombudsman was satisfied with the level of care T had provided to C, she considered that a shortfall in customer service had occurred. T was required to make a nominal goodwill payment.

## **1.6**

C complained that SP had charged the account with calls that had not been made. SP clarified the calls had been made by computer equipment attached to its line. The Ombudsman considers SP did not fail in its duty of care towards C as the call pattern concerned would have been very difficult to spot. As soon as dialogue opened about the complaint SP advised C of ways to protect the line and T activated international and PRS call barring

The Ombudsman accepts SP's good will payment in recognition of its customer service issues as generous. With regard to the outstanding balance on the account she considers C to remain liable. She requires SP to take no further action in light of this complaint.

## **1.7**

C complained that SP had charged the account with calls that had not been made. SP clarified the calls had been made by computer equipment attached to its line. The Ombudsman considers SP failed to acknowledge its delay whilst investigating C's issues and directs SP to make a goodwill credit in recognition of its poor customer service and its delay to provide C an explanation of how the call charges were generated.

With regard to the outstanding balance on the account the Ombudsman considers SP was correct to maintain the charges.

## **1.8**

C received a notification from T to advise of high usage on C's account and then C received a bill that was higher than usual. C complained to T but received no response initially. C sent further correspondence and escalated the complaint, yet T then maintained the charges and advised that it had previously sent a letter to C. T had previously advised C to pay the undisputed amount, however despite C doing this, C's line was cut off twice. The Ombudsman found that in this instance that T alerted C to the disputed calls at the earliest possible stage, and barred any similar calls immediately, thus preventing any further disputed calls from being made. The Ombudsman found that it was probable T did send a letter to C initially, but could not comment on why this was not received. T had already applied a goodwill gesture to cover any outstanding balance, and had since reconnected C's line without charge. The Ombudsman required no further action from T.

## **1.9**

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 considered T had acted reasonably but had delayed in responding to C. She required an apology and goodwill gesture in recognition.

## **1.10**

C received call charges for international calls generated by a rogue dialler. These were challenged but as any equipment attached to telephony equipment is seen as the responsibility of the customer the charges were viewed as being C's responsibility also.

Whilst this matter was being disputed T had been slow to respond to written enquiries and this was accepted by T. The Ombudsman viewed this as poor customer service and required T to provide an apology and a small goodwill gesture.

## **1.11**

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 decided T had not made its customer sufficiently aware of the problem and required a goodwill gesture. C remains liable for any remaining outstanding balance and is to be paid in instalments.

## **1.12**

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

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

### **1.13**

C upgraded a broadband package but suffered a slowing down of the connection speed. This led C to cancel the service. T was unable to remove the marker on C's line despite numerous contacts with the principle line supplier T could not get the marker removed. It also transpired that following a complaint made via a newspaper T had provided a reasonable goodwill gesture that had not been mentioned by C.

The Ombudsman suggested that progress may be made by attempting to over-ride the marker with a new service provider. Further compensation was refused as the Ombudsman took the view that the goodwill gesture provided previously was appropriate.

### **1.14**

C received a bill containing international call charges which related to calls made over three days before T spotted the unusual activity and barred the calls. A reasonable goodwill gesture was also provided to C. C had a PRS call bar but no international call bar. The Ombudsman called for clarification on this matter.

at the time of making the Provisional Conclusion the Ombudsman was satisfied that T had acted correctly and required no further steps to be taken.

## **2.0 Billing**

### **2.1**

C wrote and called T on a number of occasions asking it to provide a detailed explanation of the billing. Whilst T made attempts it did not provide C the required information. The Ombudsman considered that T had now provided this information to C but it was not within an appropriate timescale. She required T to provide C an apology for poor service and a goodwill payment

### **2.2**

C contacted T with issues regarding incorrect billing, incorrect tariff, faulty equipment and poor customer service. T acknowledged C's incorrect tariff issue but could not clarify if it was at fault initially. T offered credits to C in an attempt at resolution of the complaint.

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

C claimed that a tariff which included 800 free text messages was offered by T, but T refuted this. On the balance of evidence provided the Ombudsman was satisfied that

this offer was initially made and this is underpinned by the T log notes. C also experienced a faulty handset and a poor response to the attempts to resolve the issues.

Therefore, to bring this issue to a close, T was required to cancel C's account, without penalty, re-calculate the account clearly showing payments made by C and credits given and send it to C in writing. If any refund is due, then these should be made to C by cheque – however if C's account is in Debit then C should make arrangements to clear the amount in full before cancellation. C was required to return the upgraded handset received from T. T should offer C a goodwill gesture payment, by cheque, or against any Debit remaining on the account, for the overall poor experiences to date along with a full apology.

### **2.3**

C set a call limit on their child's account but incurred a high bill. T stated that the limit was not guaranteed and this was set out in its Terms and Conditions.

The Ombudsman acknowledged the call limit was not guaranteed and as C's child had knowingly made the calls these remained the responsibility of C. The Ombudsman did not require any further action to be taken by T.

### **2.4**

C took out two mobile phone contracts with T, which would link with his landline and he would receive free calls between the services. This did not happen and C was charged for the calls. C complained to T, but T delayed in resolving C's billing queries. C complained to T, but T failed to respond.

The Ombudsman concluded that T had provided C with a poor customer service and required T to provide C with a full breakdown of the account, apply any refunds owed, a goodwill gesture for failing to respond to C's complaint and to release C from the mobile contracts without fee. T was also required to write a letter of apology to C and provide PAC codes, so that C could approach another service provider.

### **2.5**

C complained that there had been a duplicate charge for services from T for nearly four years. T did not investigate or provide a casefile and so the Ombudsman had no reason to doubt C.

The Ombudsman required T to refund C with the full amount. She did not, however, require payment of interest as C originally requested.

### **2.6**

C requested call barring from T. This was installed but C did not appreciate the need to personally complete the process. The call barring therefore did not operate and unexpected costs were incurred for C. C complained that the procedure was not fully explained and disputed the costs. T stated it had fully explained all that was necessary for the system to work and found no errors in its charges.

The Ombudsman found the explanation of whether C knew about call barring fully was confused, but that C was ultimately responsible for calls and that T was at least partially responsible for making C aware of the use of its systems. T is required to make a credit to C's account as a gesture of goodwill.

## **2.7**

C had an agreement with T but disputed making the agreement. C later disputed making use of or requesting Premium Rate services.

The Ombudsman could find no reason to dispute the charges levied by T and found that C was liable to pay the charges in full. T was requested to arrange a repayment plan with C.

## **2.8**

C received a bill with six months worth of retrospective mobile call charges. The Ombudsman found C liable for the charges and that T should arrange a repayment plan.

The Ombudsman also found C had received poor customer service by the delay in charges and billing for a six month period on one invoice. She required an apology and goodwill payment in recognition.

## **2.9**

C was billed for a service from T which should have been free. This was identified by T as incorrect advice given by a member of its staff and agreed to refund the disputed charge in full. C complained to T on numerous occasions in writing but did not get a response for several months.

T acknowledged the delay and offered a goodwill credit. This was considered appropriate by the Ombudsman. However, T referred C to a debt collection agent before the dispute was resolved which the Ombudsman considered to be poor office practice. She required an apology and a further small goodwill gesture in recognition.

## **2.10**

C's service was barred and T stated that a payment was overdue. C maintained they had made a payment and T stated it had not received it. C refused to supply proof of

payment which prolonged the complaint. C experienced a poor level of customer service. T made a generous goodwill offer.

The Ombudsman found that a shortfall in customer service had occurred in this instance but she welcomed the goodwill offer. T was required to fulfil its goodwill offer and write a letter of apology.

### **3.0 Broadband**

#### **3.1**

C called T to cancel service and sent a cheque payment for charges until the contract expired. C then realised a few months later that T had taken a further payment by direct debit. C claimed this back but contacted T to dispute that the account had not been cancelled. T advised it had no record of the cancellation request but informed the Ombudsman that it had now removed the outstanding balance as goodwill.

The Ombudsman said that it could not be known if C had called T to cancel or not but she was pleased that T had removed the outstanding balance. T to send C a letter of apology and confirmation that the account was closed and the outstanding balance had been removed.

#### **3.2**

C made a number of calls to T about its failure to provide the requested BB service. T highlighted that the reason was due to a previous service provider leaving a marker on the line. It was apparent that T did not fully investigate this matter and kept requesting for C to contact a particular provider. When C brought this complaint to the Ombudsman, T investigated further and established that the marker had been placed by an alternative provider. C requested a refund of the cost of the calls to T. T believed this was reasonable.

The Ombudsman concluded C had received poor customer service and advised C to contact the alternative provider in question. In resolution she required T to send a letter of apology and written confirmation that T has closed the account. The Ombudsman also required T to make a cheque payment as a goodwill gesture, in full consideration of the service provided and any costs incurred.

#### **3.3**

C contacted T with a broadband connection issue, lost business and poor customer service. T stated that a goodwill gesture was offered to reflect C's poor customer service and that it was not liable for any alleged business losses.

The Ombudsman was satisfied that T has addressed C's poor experiences and offered a goodwill gesture to reflect this.

Therefore, T was required to maintain its offer of a goodwill gesture along with a letter of apology.

### **3.4**

C contacted T to dispute an online advertisement for broadband equipment and that the company should provide additional equipment. T stated that its equipment options are set out on the website clearly. T added that it was willing to offer a goodwill payment for C's overall poor experiences.

The Ombudsman finds that T sets out clearly on its website the equipment options for its customers and is satisfied that no error has occurred regarding this issue. T offered C a goodwill payment and to send out a replacement Micro Filter and the Ombudsman believed this action and offer addresses C's poor experiences.

Therefore, T was required to offer C a goodwill gesture payment, by cheque, send out a replacement Micro Filter along with a written apology.

### **3.5**

C requested migration to T and provided a MAC code. C contacted T for an update to be informed that there was a discrepancy with the MAC code. C obtained a second Mac code but then requested cancellation. T inputted cancellation but the next day the migration of the service was activated. C then contacted T for a MAC code but T would not provide one. C sent letters of complaint but received no response. T said that the first Mac code was incorrect. On receipt of the second MAC code it processed the request but C then requested cancellation. T input the cancellation as requested but the migration process was already activated and so the service was migrated the day after the cancellation request.

The Ombudsman said that T was not at fault for the delayed migration and it was just unfortunate that the migration took place the day after cancellation was requested. The Ombudsman said that C had received poor customer service from T in relation to updates and responses. The ombudsman requested T to send C a letter of apology and award a nominal goodwill payment.

### **3.6**

T claimed that C had ordered broadband when in fact only enquiries had been made about the charges and availability. T was aware that it had an incompatible address and telephone number, but still tried to activate the broadband service. When C complained and informed T that it had not been ordered, T advised that it had a recording of the contract but failed to provide a copy. C then agreed to a contract for broadband with T. The modem would not work nor did the replacement. T arranged for an engineer visit,

but went to the wrong address. When the engineer arrived, it was found that the line was not activated for broadband. T had used the wrong phone number. C decided not to go ahead with the installation. T however continued to bill C for the broadband service. T then agreed to compensate C for the poor customer service with a goodwill cheque. T failed to provide this refund and C complained to Otelo.

The Ombudsman considered that the original goodwill offer from T was fair and reasonable. However T failed to process this refund. The Ombudsman required T to provide an additional goodwill gesture to compensate for the further inconvenience caused by its poor customer service and required T to issue a refund cheque, plus a written apology.

### **3.7**

C didn't receive Broadband service. C wrote and telephoned T on a number of occasions and wasn't able to obtain an answer why the Broadband wasn't available. T advised the Ombudsman that it was unable to provide C the Broadband service. The Ombudsman required T to provide C a goodwill gesture payment for poor service, apology and a refund of Broadband charges levied on the account.

### **3.8**

C applied for broadband service (BB) and did not receive the modem pack. C assumed T did not provide it the service. C noticed later that T made debits from C's bank account for the service. T confirmed that there had been no usage and maintained the charges. The Ombudsman found T had not supplied her evidence to show the modem package had been delivered and confirmed there had been no usage on the account. She required T to allow C to terminate the contract without penalty and refund the previous payments made by C.

### **3.9**

The Ombudsman concludes C experienced broadband connection problems for a number of months. SP resolved C's problems and provided financial redress for the period without service. The Ombudsman welcomes SPs removal an engineering charge, as the problem was not fixed at that time. The Ombudsman is satisfied the level financial redress been provided for the period of loss of service is justified and was applied to C's account once the problems were rectified.

The Ombudsman considers the customer service demonstrated by SP on this case was poor. In recognition of the extensive time, costs and inconvenience C endured the Ombudsman directs SP to make a goodwill payment and to issue a formal letter of apology.

### **3.10**

C agreed to T's broadband service but advised C did not have a computer as yet but would do in approximately just under three months time. Therefore as a gesture of goodwill T refunded C any broadband charges incurred for that period. However C then proceeded to change supplier and end the contract that was in place. T then issued C with a termination for the remainder of the contract. C disputed this and maintained the service did not activate until C received the computer and that C was entitled to cancel without penalty. However T maintained that the service was activated as of the first sales call and that it had already applied a goodwill credit to C's account in respect of any charges incurred. The Ombudsman could find no evidence to suggest that C's activation date was the latter and welcomed T's decision to credit C's account. However it was also clear that C had never used the service, therefore the Ombudsman required T to charge C for only six month's broadband with no added charges. C had also complained about poor customer service and a lack of escalation to C's complaint however the Ombudsman could find no evidence of this. The Ombudsman was satisfied that T fully responded to C's complaint at every level of its internal complaints procedure.

### **3.11**

C contacted T regarding its broadband service and eventually agreed to accept a broadband package that included unlimited internet access and free landline UK calls. C claims that T's broadband service has never been provided, despite C having paid its monthly charge, every month to date. C made numerous and time consuming calls to T, which included being transferred between departments and promised call backs that never materialised. C was also being charged for a service that C had never requested. C continued to complain regularly to T via telephone, and also sent a letter of complaint to T's Customer Service Manager, but without reply. T failed to supply any evidence to the Ombudsman, but C did provide billing evidence and copies of correspondence from C to T. In this instance the Ombudsman presumed that C had been overcharged for services that C either did not have, or did not want. There also appeared to be a shortfall in customer service. The Ombudsman required T to refund any payments made by C incorrectly to date, credit C's account with a small goodwill payment and offer C an apology and explanation as to why it had not yet provided C with a broadband service, despite C evidently paying for it.

### **3.12**

C lost Broadband service with T. C contacted T requesting that it cover IT costs. T and C sent several letters to each other and T then sent a deadlock letter confirming that it had already offered to refund the IT costs plus offered a further goodwill payment. C sent two more letters to T for clarification but T did not receive these.

The Ombudsman said that the evidence showed some confusion between T and C as to what had been offered as recompense. T to honour its offer to refund C with IT costs and also its goodwill payment. T to also send a letter of apology.

### **3.13**

C experienced numerous technical problems with T's broadband service. T attempted to address these problems and eventually agreed to cancel the service without penalty. T gave several goodwill credits for the technical problems. C claimed to have experienced a poor level of customer service.

The Ombudsman was satisfied with T's attempts at resolving C's technical problems. However, she considered that C had experienced a poor level of customer service. T was required to make a further nominal goodwill credit and write a letter of apology.

## **5.0 Cancellation**

### **5.1**

C agreed to service with T but said that sales representative told C that there would be no termination fee. C then cancelled due to a termination fee from previous Service Provider and was charged a termination fee by T. C disputed this but T maintained. T provided system notes and a copy of the signed contract. T offered as goodwill to reduce the fee by 50%.

The Ombudsman said that it could not be known what was discussed with C at the point of sale but C did sign the contract. The Ombudsman said that C was liable to pay T but due to misadvice that may have been given the 50% reduction was acceptable.

### **5.2**

C requested account closure but T failed to observe the request, maintaining the unwanted service. C complained but the complaint was not adequately responded to. T investigated the complaint following the referral to the Ombudsman and suggested a goodwill payment.

The Ombudsman agreed with T and required T to complete the offer and make an apology for the shortfall in customer service.

### **5.3**

C requested cancellation with T. T cancelled account two days after C requested. T agreed to refund rental and award a nominal goodwill payment. C did not receive the refund and so T offered a further goodwill payment. C then received the refund but was more than expected but banked the cheque. T realised in error it had added an extra zero to the amount and so cancelled the cheque. This caused C further inconvenience and bank charges.

The Ombudsman said that although T had resolved the rental issue in an adequate fashion and also awarded a nominal goodwill payment C had received a shortfall in

customer service due to the delays and the error with the cheque sent. T to send C a letter of apology and award a further nominal goodwill payment.

#### **5.4**

C was informed of T's service and was willing to accept an agreement however C received no information as described, therefore C contacted T. T advised T would send out the information however C realised C would be going away for a while which would cause problems with any transfer. Therefore C requested cancellation of any switch over and contacted T in order to do this. C then went away but upon C's return, C found C's telephone line disconnected but was unsure why. C had to incur mobile telephone costs in order to find the cause of this and eventually found it was due to T having disconnected the line for non payment. C complained to T and advised of the situation however T continued to bill C. T eventually agreed to clear C's outstanding balance however T did not respond to C in writing. The Ombudsman welcomed T's admissions in this case and it was clear that C's cancellation request was not fully actioned. The Ombudsman also found that C had received a shortfall in customer service, inconvenience and incurred costs as a result. Therefore the Ombudsman required T to close C's account with zero balance, provide C an apology and small goodwill payment, and also ensure that C's credit rating had not been affected.

#### **5.5**

The Ombudsman acknowledges C complained SP failed to act on the request to cancel the television service and C was mis-sold the service due to incorrect information given about the termination period required. The Ombudsman found no evidence that C had been misinformed of the period of notice required to cancel the contract. SP confirmed C requested the cancellation of the contract after the minimum period of contract had expired therefore only thirty days notice was required in accordance with the contract. The Ombudsman concludes there seems to be a fundamental discrepancy on the commencement date of the television services.

The Ombudsman notes C complains SP failed to respond to letters of complaint, including the final letter sent on Otelo's advice. The Ombudsman considers this demonstrative of poor customer service. Based on the information made available to her, the Ombudsman could find no evidence that SP received any of C's letters. That is not to say the Ombudsman doubts whether they were sent, but rather that she cannot comment on the postal service.

The Ombudsman could not find any conclusive evidence that supports C's claims of poor customer service in SP's records. The Ombudsman therefore concludes the account was closed correctly and does not require T to take any further action on this case.

#### **5.6**

C contacted T to cancel the broadband service by telephone, as C was moving home. However, T continued to bill C for months. C discovered the arrears and contacted T and eventually the service was cancelled. C complained to T, but T maintained the amount owed on the account, as C had not provided a written cancellation request.

The Ombudsman concluded that, although C had not provided a written request, C had been assured that the account would be cancelled when the telephone request was made. C had also provided evidence to show that C had moved at that time. Therefore, as a gesture of goodwill, T was required to recalculate the bill and send C a final bill for payment. Once C had paid the bill, T was required to provide C with written confirmation that the account had been cleared and closed.

## **5.7**

C contacted T to request that the service be cancelled by a certain date. However, this did not happen and C continued to receive bills from T. C wrote three letters of complaint, but T failed to respond. C also requested any personal data that T held on file, but again this request went unanswered.

The Ombudsman concluded that T had provided C with a poor customer service and required T to clear and close C's account, provide a goodwill payment by cheque and written information on how to request personal data.

## **5.8**

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. Therefore, no further action is required by T in this case.

## **5.9**

C sent letter to T requesting cancellation but continued to be billed by T. C sent letters to T but received no response. T said that the cancellation letter had been allocated to the wrong account. On realizing this it removed the outstanding balance and sent C a nominal goodwill payment.

The Ombudsman said that C had received poor customer service from T. T failed to cancel the account due to an error it made and also failed to respond to C's letters. T to send C a letter of apology and award a further nominal goodwill payment.

## **5.10**

C sent a letter of cancellation to T and heard nothing from T. C assumed T had cancelled the account. After a delay of eight months T delivered a bill for the interim period. C refused to pay. T continued to issue demands but in doing demanded three different amounts.

The Ombudsman found that T had not acted properly in not seeking to collect monies in a reasonable period. Had this been done C would have been aware that the cancellation had not been processed and could have acted. T was required to treat the case as cancelled in accordance with the instructions and waive all charges after that time. A small goodwill gesture was also required to reflect inconvenience and anxiety caused to C.

## **6.0 Carrier Pre-Select**

### **6.1**

C complained that T debited £30 more than authorised from the credit card [to clear outstanding arrears] and that T took 10 days to reinstate the service and that C was then charged for reconnection. C complained that T billed for calls that should have gone via the pre select carrier. T made a goodwill gesture but C declined it.

The Ombudsman sympathises with C's frustration that his card payments were not showing on T's system and that the incorrect amount was taken from his credit card. T did refund this money the following day. T re-instated C's account in accordance with its' Terms and Conditions and the carrier pre select was not applied to the account as no request had been made from the other service provider. T appears to have acted appropriately in the handling of this case. The Ombudsman recognises that T has made a generous goodwill gesture and C should consider accepting it. The Ombudsman requires no further action from T.

### **6.2**

The Ombudsman found SP failed to provide an adequate level of customer service to C. SP was unable to provide the service that C paid for. The Ombudsman directs SP to refund C the period for which he paid.

The Ombudsman considers SP advised C of why the calls were routed via the line provider. Whilst C rejected this explanation the Ombudsman could find no other reason in the evidence made available to her. The Ombudsman concludes SP should refund the difference in cost for making the calls via the line provider in recognition of the customer service issues raised on this case.

## **7.0 Credit Control**

### **7.1**

C contacted T as billing was received at the property for a sub tenant. C showed concern over the credit rating of the property. T advised that an outstanding balance remained and would continue to chase for the payment at C's property but advised that the credit rating would relate to the sub tenant and not C's property.

The Ombudsman finds that T is warranted for chasing for any remaining outstanding balance left on C's sub tenant's account. T confirmed that it does not have any contractual agreement with C and therefore, the outstanding balance is in no way accountable to C.

Therefore, no further action was required from T in this case.

## **8.0 Customer Service**

### **8.1**

C's service was suspended without notice and they complained to T. T stated that C's previous line provider had cancelled the line rental as C owed money to it. C experienced a poor level of customer service.

The Ombudsman was of the opinion that T was unable to prevent C's service from being suspended as it was reliant upon the previous provider for the telephone line. Nevertheless, the Ombudsman considered that a shortfall in customer service had occurred in this instance. T was required to write a letter of apology and make a nominal goodwill gesture.

### **8.2**

C requested T to provide them with a voicemail service. T placed an order for this with the wholesale company but the order was rejected due to an incompatible exchange. T advised C on this but C did not accept the explanation. C experienced a poor level of customer service.

Although the Ombudsman found it unfortunate that T was unable to provide C with the voicemail service, she was satisfied with its explanation. However, the Ombudsman was of the opinion that a clear shortfall in customer service had occurred. T was required to make a goodwill payment and write a letter of apology.

### **8.3**

C requested an upgrade to the service from T. T incorrectly charged C and did not take into account a discount due. C paid the amount assumed to be correct but T referred the matter to a collections agent. T eventually acknowledged its error and made a credit to T for the incorrect billing.

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

#### **8.4**

C contacted T about a faulty handset. As the handset was so old, T was unable to replace the handset and C complained. C had also lost some credit when the handset became faulty and request that T refund this amount in writing. Although T responded to the complaint, it did not offer any refund and therefore C remained dissatisfied.

The Ombudsman concluded that T was unable to repair or replace the handset as it was so old. However, as T had failed to provide C with a refund, T was required to provide C with a goodwill credit for the poor customer service that C had received.

#### **8.5**

C agreed to a contract with SP but did not receive account details. C asked for confirmation of the account in order to check call costs but did not receive a reply from SP. C then sent numerous written requests to cancel the account. SP did not respond due to Data Protection reasons but failed to confirm this for C. C became aware that other companies were associated with SP and asked for details. SP failed to respond.

The Ombudsman was of the opinion that there had been a shortfall in service and she required SP to issue a written apology for this. The apology was also to include confirmation of the account and call costs and an explanation for failing to respond to contact from C. SP was required to issue a goodwill payment to the account, although the remaining balance was considered to be valid. Once the balance was cleared, the Ombudsman required SP to cancel the account and provide written confirmation that this action had been taken.

#### **8.6**

C moved address and asked SP to transfer the account into the remaining homeowner's name. C claimed that SP confirmed the action would be taken but later found that the account was still active in C's name. C complained to SP and SP explained that the account could not be transferred due to data protection reasons although it could be cancelled and reopened. C took the appropriate action to cancel the account but continued to complain to SP. SP chased the account balance, which was valid, but C refused payment. SP then cleared the full balance as a gesture of goodwill and closed the account.

The Ombudsman was of the opinion that there was a misunderstanding during the initial cancellation request. SP had acted appropriately and the Ombudsman noted that an apology was sent for any misunderstanding caused. The debt collection activity was warranted as the balance was valid but the Ombudsman accepted that SP wished to remove all charges. The Ombudsman was satisfied that SP had provided an appropriate resolution and therefore no further action was required.

### **8.7**

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

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

### **8.8**

C complained that T had provided a service inappropriately. C claimed that T had provided two business lines in order to ensure that the application was accepted. C then found that the charges were not as quoted and complained to T. T explained that the details of the service were provided in the welcome letter but also explained that the service was provided on a trial basis. C did not cancel the service at that point but continued until after the trial period and then asked to cancel. T cancelled the lines and applied a termination fee. C disputed the fee. C also claimed that T was preventing the line from being transferred to another provider. T explained that this was not possible. As a gesture of goodwill T proposed a resolution via the Ombudsman.

The Ombudsman was of the opinion that T had provided all contract details for C and that C had been made aware of the trial period. In view of this the Ombudsman could see no reason for T to take any action. However, the Ombudsman acknowledged that T had offered to waive the termination fee and she accepted that T wanted to do this to bring a close to the matter.

### **8.9**

C complained to T that the service provided was so slow that it did not constitute a service at all. T explained that the service was only offered up to the agreed speed and not guaranteed. C requested cancellation and T advised that a fee would apply. C claimed that T offered a poor standard of service but T explained that the appropriate response had been issued in each case.

The Ombudsman was of the opinion that T had provided the agreed service, albeit it at a slower rate than previously experienced by C. She could find no evidence of a shortfall in service and no reason to require T to waive the termination fee. No action was required of T.

### **8.10**

C requested T to make several changes to their package and account. T failed to take any action and C was billed at the wrong amount. C made several complaints to T. C experienced a poor level of customer service.

The Ombudsman considered that a shortfall in customer service had occurred in this instance and T had failed to take appropriate action. T was required to amend C's package and backdate the service charges to when this was initially requested. A nominal goodwill gesture was awarded and T was required to write a letter of apology for the shortfall that had occurred.

### **8.11**

C requested an additional service from T but it did not adequately provide the service such that C was able to make use of it. T advised C on how to resolve the problem but the Ombudsman considered this was not appropriate. C escalated the complaint but T failed to respond to letters. A resolution was suggested and accepted by C but T continued to send bills after it was accepted.

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

### **8.12**

C agreed to receive information from T in respect of a service. T provided the information but also took over C's service. C complained about the changeover and refused to pay the bills. T commenced debt collection activity on the account but the service was changed back. C sent written complaints to T but did not receive a response.

The Ombudsman was of the opinion that the service had been changed due to a misunderstanding but she is also of the opinion that T had failed to act on C's later request. The Ombudsman considered the call charges to be valid as they would have been incurred regardless of the provider that carried the calls. However, she was of the opinion that there had been a shortfall in customer service and T was required to address this. T was required to issue a written apology, goodwill credit for the shortfall in service and also to provide confirmation that the account had been closed. The credit would have left a credit balance on the account, which was to be issued to C in cheque form.

## **11.0 Disconnection**

### **11.1**

C disconnected their account with T but there was a long delay before T released the line. C experienced a poor level of customer service. T made a goodwill offer.

The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. T was required to ensure the line had been released and fulfil its goodwill offer.

### **11.2**

C requested to disconnect their account but T failed to take any action. C complained to T on several occasions but T failed to cancel the account. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a shortfall in customer service had occurred. T was to cancel C's account and backdate the service charges to when the initial cancellation request was placed. T was required to write a letter of apology and provide a goodwill payment.

### **11.3**

The Ombudsman concluded SP acted in line with an insolvency order to cease its services and it was not obliged to inform C of its actions.

Based on the information made available to her only one line was re-provided on C's instruction. SP admitted it had not correctly set up the remote call forwarding facility on the line and has advised C of the options available to apply for compensation. The Ombudsman found SP correctly diverted the line in the interim whilst it repaired its fault.

The Ombudsman concludes C should advise her office of his decision to which scheme C would like to make the compensation claim through. The Ombudsman noted SP holds a credit for C and she directs SP to issue the payment by cheque, if it has not already done so. The Ombudsman considers C has suffered from a distinct shortfall in customer service from SP. In recognition of its customer service issues she requires T to make a goodwill payment and to reconnect second line without charge.

### **11.4**

C was receiving telephone services from T. T sent billing to C which C paid late by BACS method but failed to follow BACS processes. As a result T was unable to associate the payment C had made to the account.

T contacted C on a number of occasions about the non-payment and placed an outgoing bar to services. C told T that C had paid the bill and provided T with a copy of the remittance. Despite this T went on the disconnect services to C for non-payment. C complained and 24 hours later T reconnected services.

T told the Ombudsman that C had not paid the bill in the time allowed by the terms and conditions of the service and T had repeatedly requested payment which had been received late. T claimed that this was the reason that C's services had been disconnected.

The Ombudsman concluded that whilst C's actions in paying the bill late and not correctly processed by BACS payment, were a significant contributory factor to problems with the account, C had confirmed payment had been made with T and T should not therefore have disconnected services.

The Ombudsman noted that C was a small business and whilst C claimed potential businesses losses had occurred, C had not provided the Ombudsman with evidence that losses had actually occurred. The Ombudsman did however decide that T's actions had caused inconvenience and she decided that T should make a goodwill gesture to C for this.

### **11.5**

C had a contract with T for mobile telephone services. The contract provided C with a reduced price plan. C requested that the PAC code of a previous company he was with be used.

T initially failed to provide the service at the discounted rate and the phone services were regularly disconnected due initially to the expiry of the PAC code and then high usage which for which charges had not been met. C was frustrated and complained to T about the plan that had been applied and the price plan. C also complained that C was not aware of how the high costs that had been occurred as T had not provided details of it. T apologised, offered goodwill gestures to C and applied the correct plan.

The Ombudsman concluded that T had now rectified the price plan, C had initially requested on-line billing, but following complaint to T, T was now providing paper billing. The Ombudsman also concluded that customer care could have been better. T had previously accepted this and sent C a letter of apology that included an offer of goodwill gestures. The Ombudsman was satisfied that the goodwill gestures offered to C were appropriate and generous, and T need take no further action.

### **11.6**

C stated that T should not be allowed to terminate their service for what it classed as persistent abusive behaviour towards its staff over a long period of time. C also claimed that they had been misadvised at C's store.

The Ombudsman considered that based on the evidence available there was no indication that T had misadvised C. Further, there was a significant body of evidence to suggest that C had indeed been persistently aggressive and abusive towards T's staff over a long period of time. The Ombudsman therefore decided that T was within its contractual rights to terminate C's service but also decided that if T did decide to terminate service, C should be provided with a further PAC in case their previous one had expired.

### **11.7**

C cancelled their account with T but T failed to take any action. C made several complaints to T but T did not address the complaint. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. T was required to cancel the account and refund the service charges incurred after the disconnection date. T was required to make a nominal goodwill payment and write a letter of apology.

## **12.0 Disputed Charges**

### **12.1**

C received a bill from T. The bill contained numerous charges for calls to C's Internet access number. C disputed making the calls. It emerge that the calls were being made by C's computer. T maintained that as the computer had made the charges that C was liable for them. T offered to reduce the charges on a goodwill basis.

The Ombudsman agreed with T that as the calls had been made from C's computer that T was entitled to pursue C for them. T's offer was considered to be generous and no further action was required.

### **12.2**

C used T's service as agreed verbally until another service providers engineer arrived and transferred the line. T then billed C for line rental for another month after C said the line had transferred. Both parties provided documented evidence to support the dates that both parties said that the service had been transferred.

The Ombudsman said that it could not be known exactly what the engineer did when he visited C's property. The Ombudsman therefore said that both parties should pay 50% of the disputed line rental.

### **12.3**

C received billing from T that showed a large number of International Reverse charge calls. C agreed that C had received some of the calls but not the vast majority of them.

C complained to T and T sent C saying it had investigated and the charges had been correctly raised.

The Ombudsman concluded that T's outcome of investigation letter sent to C contained very little information. She accepted that, given the automated equipment T used it was likely that C had made the calls, but T should provided C with more information/evidence as to how it had come to its decision. She decided that once T had taken this action C would be responsible for the charges applied to the account.

### **12.4**

C received a bill from T which contained a very large call charge. The call was made by a family member, but C complained that the call should have been automatically cut off after a set amount. T maintained the charge as T had paid the third party operator.

The Ombudsman concluded that C should pursue the third party under ICSTIS's terms and conditions, which state that the call should automatically be cut off when the call reaches a set amount. T was required to put the disputed amount on hold to allow C to pursue a refund. C would be liable for the set amount only.

### **12.5**

The Ombudsman concludes C's calls were routed via SP . SP agreed to credit the call charges. The Ombudsman requires SP to investigate if the whole amount has been credited or whether payment is still due.

In recognition of the customer service issues raised on this case, the Ombudsman considers SP's previous offer of financial redress was reasonable and directs SP to credit the account accordingly.

### **12.6**

C's service was restricted yet C had made payment. C was then charged a termination fee which T did refund. C then received a bill which did not make sense and T informed C it would clear the outstanding balance. T did not do this and so C's service was disconnected. C disputed the final outstanding balance.

The Ombudsman said that C had received poor customer service from T. T had credited and debited the account incorrectly and given C misinformation. T to clear the outstanding balance. Send a letter of apology to C and award a nominal goodwill gesture.

### **12.7**

C believed that all calls to all networks would be free at weekends and they incurred a high bill. T stated therefore only applied to landlines and calls to its network. C experienced a poor level of customer service. T applied a large credit to C's account in recognition of the poor service.

The Ombudsman was of the opinion that C had misinterpreted the information they were given. Although a shortfall in customer service had occurred the Ombudsman was satisfied with the credit made by T. T was required to arrange a payment plan with C.

### **12.8**

C claimed that SP had charged incorrectly for premium rate service (PRS) calls. SP investigated the charges and identified that they were for a TV quiz show. C admitted that the calls had been made but disputed the number of calls. SP advised that the calls could be confirmed with the PRS company but C failed to follow the advice given. C wrote to SP but was dissatisfied that the same response was issued. SP did however apply a goodwill credit for the delayed response.

The Ombudsman was of the opinion that SP had acted appropriately in respect of this matter and that there was no evidence of a shortfall in service. She was satisfied that SP had given the correct advice and that it was C's failure to follow that advice that had allowed the matter to become protracted. The Ombudsman did not require any further action of SP.

### **12.9**

C subscribed to T's Internet and telephone services. T failed to send C a welcome pack, modem or installation software. T did not activate the telephone service. C forgot about the service until over a year later. T had been paying for the services for over a year by Direct Debit. C demanded T refund the payments. T refused.

The Ombudsman was of the opinion that as the evidence suggested that T had not sent out any information, equipment or bills, or activated the telephone service, that T should refund most of the payments. T was not required to refund all the payments taken because she felt C had some responsibility to contact T sooner regarding the problems, and that C should not have simply done nothing.

### **12.10**

C was a doctor at a surgery and entered into a five year contract for telecom services from T. C rang to change the name of the partners and T charged an early termination fee. C complained that they had not been told this would be charged and would not have changed the names if they had known. The complaint was escalated through the complaints procedure but T maintained the charges.

The Ombudsman found that T's claim for the hold to term fee was unreasonable under the circumstances as T could not show any loss of profit and the new partners had continued with the services without any change. The Ombudsman therefore required T to credit the early termination fee apart from an amount to cover administration costs.

### **12.11**

C requested to transfer the service to another provider. T refused due to an outstanding balance on the account. C issued a payment but T failed to apply the payment to the account. C sent a copy of the payment as requested but T claimed that the copy had not been received. T continued to chase payment and restricted C's outgoing calls. C asked for a copy of the contract but T failed to respond to any requests or complaints made by C.

The Ombudsman was of the opinion that there had been a shortfall in service and that T had failed to communicate with C in any way during the complaint. The Ombudsman required T to apply a credit equivalent to all charges remaining on the account as a gesture of goodwill. T was required to restore the service until C was able to transfer to another provider, although any charges incurred during that time were valid and payable by C. Finally, T was required to issue a written apology to C and include a goodwill payment for the shortfall in service. T was not required to provide details of the contract, as the Ombudsman could see no benefit to C once the service was terminated.

### **12.12**

C contacted T and disputed raised charges on billing received. C added that a poor response was received from T upon complaining and a poor level of customer service was received. T stated that the disputed charge related to a credit being raised onto C's account to enable the re-activated of a DD that had been cancelled by C. T stated that all attempts were made to contact C via telephone; however, no contact could be made.

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

The Ombudsman was satisfied that T is warranted in chasing C for the disputed amount and that the company has responded to C in writing to confirm how the amount was raised. C did not however, receive the requested billing and this is a shortfall in customer service.

Therefore, T was required to send C a full and detailed breakdown of the account along with a credit of £10 for the failure to action the request for the billing to be sent

### **12.13**

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

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

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

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

#### **12.14**

C moved house and was charged for an additional set top box. C found T's customer service very poor and complained to the Ombudsman and claimed compensation. T advised the Ombudsman that the error had been caused due to an administration fault and advised that it had already sufficiently compensated C's account by applying credits. The Ombudsman appreciated credits had been applied but she considered these were to reflect mainly the additional charges. She required T to provide C an apology for poor service and provide a goodwill payment.

#### **12.15**

C disputed 0871 calls listed on bills from T. T did not respond to C. C changed providers and received final bill but had still not received response from T with regard to disputed calls. T then sent C a deadlock letter.

The Ombudsman said that C was liable to pay T for the disputed calls as the calls must have been generated by computer equipment connected to the line. T however had failed to respond to C and this was viewed as poor customer service. T to send C a letter of apology and award a nominal goodwill payment. T to provide C with details of the supplier of the disputed number.

#### **12.16**

The Ombudsman concludes SP failed to provide an adequate level of customer service on this case. SP failed to cancel its services as requested and continued to bill and collect payments from C's bank account. The Ombudsman notes SP delayed in making its initial refund and then repeated its mistake in deducting further payments that were not due.

In recognition of the customer service issues raised on this case the Ombudsman directs SP to make a goodwill gesture including the refund due. The Ombudsman requires SP to issue a formal letter apology and an assurance that the account is now closed.

### **12.17**

The Ombudsman concludes SP has failed to provide an adequate level of customer service in this case. Despite SP's assurance the account was closed and there was no outstanding balance it continued to pursue C for payment and threatened C with debt recovery action. The Ombudsman considers C has incurred costs when trying to resolve the complaint and as a result suffered inconvenience.

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

### **12.18**

C received a phone call from T who immediately stated that C had 30 minutes to comply with its request or T would close down both of C's business lines due to breach of contract. C eventually established this was due to C moving premises and having requested the service of an alternative provider. T demanded a payment off C however C had recently read the Terms and Conditions and advised that the requested figure was too high. T maintained that the fee had changed however C had not been informed of this. C made a payment under duress due to the threatening nature of the call, however C complained to T formally in writing. T maintained its position initially, and then did not respond. The Ombudsman found that T had acted within its Terms and Conditions in this instance in both the changes to it and informing its customers. However it was evident that the Terms and Conditions at the time (as per the ones that C initially agreed to) stipulated a figure that was lower than the one C had made to T previously. The Ombudsman also found a shortfall in customer service from T in relation to dealing with C's complaint. Therefore the Ombudsman required T to refund C the difference in the two figures that C had already paid, as well as provide C a small goodwill payment and apology for the shortfall in customer service received. T was also required to ensure that C's credit rating had not been affected as a result, due to the nature of C's job.

### **12.19**

C reported an intermittent line fault to T. T investigated the matter but was unable to identify a fault. T then applied a callout charge to C's account. C complained that the charge should only have been applied if the fault was with C's equipment. As this was not the case C disputed the charge. C wrote to T but only received one inappropriate response.

The Ombudsman was of the opinion that the callout charge was inappropriate in this instance and she required T to refund that charge. In addition T was required to issue a letter of apology and goodwill payment for the failure to respond to the complaint and failure to investigate the fault further. T was required to agree a convenient time to investigate the fault and this was to be done free of charge.

## **12.20**

C contacted T and disputed charges for services made after C allegedly moved premises. C added that a poor level of customer service was received upon complaining to T. T maintained the charges as correct and as the account had been used after C stated the house move.

From the evidence provided, the Ombudsman considered that C has received a shortfall in customer service in attempting to resolve the complaint. T insisted that usage was made on C's account after the alleged vacation of premises, however, T has not provided any conclusive proof that C has firstly, used the services after the move (in the form of billing), and limited log notes which do not address the time C alleges to have made contact with it to cancel the services. Furthermore, C has not provided evidence of the tenancy agreement which would determine the exact date of the move.

Therefore, the Ombudsman considered the best way forward with this complaint is for C to submit a copy of the tenancy agreement to T to prove the date C maintained C moved. T was required to provide C with a dedicated contact telephone or FAX number to enable C to send in this information. If C could provide T with conclusive proof of the tenancy agreement and clear proof of the vacation date, then C should not be charged for any services after this date. If no verification can be provided by C, then C remains accountable for the outstanding balance left on the account. C does however; remain accountable for all services charges incurred before the alleged move. The Ombudsman noted T's offer to provide C with a re-payment schedule and finds this helpful in the circumstances.

Therefore, T is required to offer C a goodwill gesture credit payment for the poor response to the complaint correspondence along with a letter of apology. T was also required to provide C with a dedicated contact telephone or FAX number to enable C to send the tenancy agreement.

## **14.0 Faults (Equipment)**

### **14.1**

C experienced several faults with T's service. T confirmed that more than one fault had occurred and offered C compensation. C was unhappy with the compensation offered. T offered an additional goodwill payment.

The Ombudsman found T's offer to be reasonable and it was required to apply the compensation payment and goodwill payment to C's account.

#### **14.2**

C bought a new phone which quickly developed a fault. A repair was attempted but another fault developed. T requested a replacement but failed to provide one for six months. In the meantime it requested line rental to be paid. When C cancelled the contract C was referred to a debt collections agency.

The Ombudsman required T to waive the line rental for the period C was entirely without a phone as a replacement had taken so long. C remained liable for call charges and line rental for the period a handset was available.

### **15.0 Faults (Line)**

#### **15.1**

C was unable to connect to T's internet service for a period of months. C bought software and made many calls to T's technical support but to no avail. C was promised refunds and call-backs on numerous occasions but this did not happen. C continued to chase T for a response by sending many emails and a letter of complaint, and eventually T responded with a goodwill offer. C refused this as T had since disconnected C's telephone service too. In this instance the Ombudsman was satisfied that C had had problems connecting to the internet since the stipulated date, but also that T had tried to address C's problems. The Ombudsman could not consider any purchases of software made by C. It was clear that C did experience some shortfall in customer service and although the Ombudsman welcomed T's offer, she required it to increase this and also offer C a dedicated Technical Support contact, in order to resolve any ongoing issues.

#### **15.2**

C contacted T due to service problems. T sent C a new phone but this did not resolve the problem. C continued to complain to T but received no response. T then repaired the service and C asked for compensation. T said C was not eligible for compensation but offered three months rental of service. C remained unhappy with this response. T provided account records for C which showed that C had not contacted T about the service problems for two months and so T was unaware there was a problem. T did then repair the service and advised C was not eligible for compensation as C had not had a total loss of service. T offered three months rental as goodwill.

The Ombudsman said that there was evidence to show that T had not responded or repaired the service when C contacted T again to report the problem. Due to this shortfall in customer service the Ombudsman required T to award C with the maximum compensation of four months rental as a gesture of goodwill.

### **15.3**

C lost services from T and wrote to complain. C also reported being incorrectly charged for service subscription. T investigated the complaint but could not verify the reduced charge was valid. However it did assist in the resumption of service access.

The Ombudsman found the charge could have been levied at the lower rate and required this to be reinstated with a refund of the difference that C could have benefited from. The Ombudsman also required an apology and goodwill gesture in recognition of a shortfall in customer service.

### **15.4**

The Ombudsman concludes C's landline experienced a fault and SP provided redress in accordance with the terms and conditions. SP repaired the land line however, C lost use of the broadband service and an engineer had to restore the broadband connection to the line.

As a result of the landline fault, C claimed to have suffered a loss in business. This was because C says SP failed to reconnect the broadband service after the landline fault had been repaired and C could not connect to the broadband service. The Ombudsman found SP was not obliged to refund C's loss of business revenue.

The Ombudsman considers C was inconvenienced by the loss of the landline and subsequent loss of the broadband service. The Ombudsman found SP offered to waive the engineer's call out charge in goodwill. The Ombudsman accepts this credit as goodwill and requires SP to take no further action on this complaint. Due to the amount of compensation C requires the Ombudsman suggests C seeks independent legal advice.

### **15.5**

C experience total loss of service from T for several days before the service was reinstated. C complained that there had been a financial loss incurred during the interruption and wanted to claim loss of income. The figure claimed was considered excessive by the Ombudsman.

The Ombudsman considered the investigation and reconnection of C's service had been adequate by T and the offer of goodwill made was reasonable. She recommended C accept the offer from T in full and final settlement.

### **15.6**

C returned from holiday to find one of C's telephone lines not active. C reported a fault to T and although several engineer visits were scheduled, no work was carried out and C

experience a number of failed call backs. After a period of time with C still without the line, C complained in writing to T but received no response. C sent a second letter, but only a period of time later did T respond with more engineer scheduled visits and an offer of a goodwill payment once the matter had been sorted. C was unhappy that C had lost out on many bookings and money as a result of having no line. In this instance the Ombudsman was satisfied that C had experienced both a shortfall in customer service throughout, and also that C had paid for a disconnected line for a prolonged period of time. Although the Ombudsman could not consider any claim for compensation due to loss of potential bookings, she required T to credit C's account with the equivalent monthly line rental, provide C with an apology and extra goodwill payment as a gesture of goodwill, and also ensure that C's line was reconnected as a matter of urgency, if this remained the case.

### **15.7**

C experienced intermittent problems with T's telephone service. T offered compensation but this was rejected by C as it was inadequate. The Ombudsman appreciated C's concerns and frustrations and agreed that C encountered numerous problems with T's service, but the Ombudsman considered the goodwill gesture already applied to C's account and one that had been proposed by T was fair and reasonable in this case. The Ombudsman recommended C to accept T's final compensation offer as final settlement. In relation to the equipment that needed to be removed from C's home the Ombudsman required T to contact C and address this issue accordingly.

### **15.8**

C suffered a fault on the line which persisted for a month. T accepted that this fault took too long to resolve and offered an apology and an explanation. The Ombudsman required this to be given along with a small goodwill gesture to reflect the inconvenience suffered.

## **19.0 Installation**

### **19.1**

C contacted T to set up a new line for business. C received bill to discover that line was set up as a residential account. C contacted T but received no help. C sent three letters to T and received no response. T did not provide a case file.

The Ombudsman said that C had received poor customer service from T. T failed to correct the error and failed to respond to C's letters. T to contact C and arrange to transfer line onto a business account. T to credit the new account with a goodwill gesture in recognition of the poor customer service received and to send C a letter of apology.

## **20.0 International Call Charges**

### **20.1**

T contacted C after noticing international call charges had appeared on the account. T subsequently placed call barring on the line and provided C with relevant security advice. C disputed the charges but T maintained they were correct. However, T reviewed the case and accepted some delays had occurred and made a goodwill gesture. C made many calls and sent letters to T. C later complained that T had responded with standard letters, but T sent a final deadlock letter stating no further reduction would be made.

The Ombudsman believed T had acted quickly to avoid further call charges being incurred and had acted appropriately throughout, apart from a delay responding initially and some standard letters being sent. She felt C should remain liable for the call charges, but required T to send a letter of apology for any distress caused and to fully answer the questions posed by C.

## **22.0 Internet Connection**

### **22.1**

C lost internet service which included e-mail. C stated it was used in connection with a business but did not provide details of the business or whether the account was residential or business. A request was made for assistance and telephone help was given which failed to resolve the problem. When C requested details of T's regulatory body no information was provided. This was viewed as poor customer service.

T was required to cancel the contract without any early termination fee if one was applicable and to provide a small goodwill gesture in respect to cost and inconvenience suffered. A letter of apology was also required.

## **23.0 Itemisation**

### **23.1**

C said first bill from T had no itemisation so C called T. C received no help and so sent letters to T but received no response. C cancelled the account and then received a letter chasing payment from a collection agency. C sent letter to T to dispute and received a response. C accepted response and paid the outstanding balance but C then received a bill for administration costs. T said that its records showed that it had responded to C's request by sending the itemised bills by email. T did not receive the first two letters C said had been sent. T said that the administration fees were correct as T did not pay the

outstanding balance on time. T had removed them in an effort to resolve the dispute but C wished to claim compensation. T offered a nominal goodwill payment but this was declined.

The Ombudsman said that although there was evidence of a shortfall in customer service T had responded to C's requests. C was liable to pay the administration costs but the Ombudsman was pleased that T had removed this in an effort to resolve the dispute. The Ombudsman said that the goodwill payment already offered by T was acceptable.

## **24.0 Mis-selling**

### **24.1**

C disputed the term length of the contract and claimed that the T representative had misadvised. The Ombudsman found no evidence of malpractice by T and found that C had accepted the contract on a three year term. She required no further action from T.

## **25.0 Network Coverage**

### **25.1**

C stated that poor network coverage was encountered and contacted T to complain. C also disputed PRS numbers on the account and insisted that a poor level of customer service was received. T refuted C's claims and stated that constant usage was made by C.

The Ombudsman concluded that T is warranted in chasing C for payment as fair usage has been made on the account. Therefore, the full term of the contract agreement applies. However, T did not respond in a timely manner to C's initial complaint correspondence and this is a shortfall in customer service.

Therefore, T was required to offer a credit against any outstanding balance along with a letter of apology for the failure to respond to the initial complaint correspondence and the time spent contacting the company.

## **28.0 Payments**

### **28.1**

C contacted T to dispute charges on the billing received for a 0871 number. C added that a poor response was received from T. T maintained the charges as correct.

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

The Ombudsman was satisfied that T is warranted in chasing C for payment of the disputed 0871 number and that they had been correctly charged. However, C did not receive any written responses to the letters of complaint and the Ombudsman considered this to be a shortfall in customer service.

Therefore, T should send C a full written response to the complaint issues along with a goodwill gesture credit against the outstanding balance on the account including an apology.

## **29.0 Premium Rate Services**

### **29.1**

C disputed rogue dialler calls with T. T maintained and provided C with details of the provider of the number in dispute. T did award a nominal goodwill payment due to a delayed response.

The Ombudsman said that C was liable to pay T for the calls and must pursue the complaint with the content provider. No further action was required by T.

### **29.2**

C received sudden high billing from T for mobile phone charges. T also applied a bar to services when the billing reached an extremely high amount. C complained to T about the billing and wanted to know why it had been allowed to happen. T explained that the sudden high billing had been brought about by PRS texts to adult entertainment lines. A relative of C's admitted the use of the PRS texts. C complained to T about failures to monitor sudden high usage and T informed C that billing could be viewed and monitored on-line.

C asked for the matter to be investigated. T said it would do this but before the investigation was made T initiated debt recovery action. C agreed that the calls had been incurred on the account but wanted a reduction in charges due to the failure of T to alert C to the high usage. T offered a very slight reduction but this was not sufficient to C.

The Ombudsman concluded that T had noticed the sudden increase in billing and had alerted C to this. She decided that the charges had been correctly raised and that C was responsible for the charges and T need not take any action other than holding debt recovery action to allow C the opportunity of meeting the balance on the account.

### **29.3**

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

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

## **34.0 Service Transfer**

### **34.1**

C moved to a non-serviceable area and therefore C needed all C's calls to be diverted to a new telephone number, as agreed with T. However six months later T had still not activated C's divert and therefore C's customers could not contact C on C's advertised number. C made many calls to T, on average three a week, and also spoke to senior staff, but to no avail. C was promised call back that did not happen and C received no response to a letter of complaint. T then issued C with a debt recovery letter, despite C having paid in full. In this instance the ombudsman based her decision on the balance of evidence available and required T to activate C's divert as a matter of urgency, provide C with an apology and explanation as to why it had taken so long to do this, and also ensure that C's credit rating had not been affected.

### **34.2**

C moved home and whilst C was keen to continue his contract with T, it could not supply a line to C's new address. C then discovered that T had taken a large payment from C's bank account without informing C. C contacted T over the next few months, verbally and in writing, yet T advised it was unable to refund any charges. In this instance the Ombudsman was of the opinion that although T acted correctly in accordance with its Terms and Condition, it could have notified T of its proposed action. There also remained doubt as to whether or not C was offered T's alternative service that did not require a cable line. T maintained this was offered and rejected by C, yet C maintained this was never offered. The Ombudsman found that there was no evidence to support either claim and therefore required T to provide C with details of its alternative service and of C wished to accept this, then the termination fee should be refunded and the new service enabled as soon as possible. However if C chose not to accept this service, then no further action would be taken by T.

### **34.3**

C received letter from T informing C that calls would be transferred to T. C disputed this as C had not agreed to calls being transferred to T. The account was also not set up in C's name. T advised C to contact current provider to cancel transfer as account not in

C's name but as the transfer did not cancel T could not say if C had called current provider or not or why current provider failed to cancel the transfer. T did not respond to letters sent to it by C.

The Ombudsman said it could not be known who T spoke to initiate the transfer of calls to T but T in its case file agreed to remove the outstanding balance for calls. The Ombudsman said that this was a fair response. In recognition of the lack of response to letters T received from C the Ombudsman said that T should award C with a nominal goodwill payment.

#### **34.4**

C moved house and requested T to transfer their services. T opened a new account but failed to close the old account and C incurred duplicate charges. T closed the old account and promised a cheque refund would be sent but C never received this. C experienced a poor level of customer service.

The Ombudsman considered that C had experienced a shortfall in customer service. T was required to refund any payments that had been overpaid. A nominal goodwill payment was awarded for the shortfall that had occurred and T was required to write a letter of apology.

#### **34.5**

C requested a service from T but it was not provided. C chased T and was advised there was no order for the service provision. C complained and requested compensation. T offered to rebook the service installation but C refused until remuneration and his complaint were discussed. T did not provide the service nor did it agree to C's request for compensation.

The Ombudsman considered the action taken and the offers made by T to have been reasonable. She recommended C accept the offers made and required T to cancel the incorrect billing for the service C was unable to use. She requested C pay for the part of the service that had been used after the goodwill payments had been applied.

### **35.0 Stolen/Lost**

#### **35.1**

C lost sim card whilst abroad and incurred charges on the account. C was promised a certain amount of minutes but didn't receive the correct tariff. C stated that it couldn't understand the bills. T stated that C was liable for the calls made from the lost SIM. In relation to the tariff T stated that it had not promised the tariff that C stated it had. T stated that it applied a credit to the account at the time to resolve this query. The Ombudsman found that C should pay for the calls as C was responsible for the safe

keeping of the C, hence the charges on the account. The Ombudsman could find no evidence in call records of the tariff that C had claimed T promised. The Ombudsman felt that she had insufficient information to establish whether C had been overcharged. The Ombudsman required no further action from T.

## **35.2**

C's mobile phone was stolen. C says C called T to report the theft. T had no record of this call, and C could find no evidence, like a phone bill, to show the call was made. T therefore held C liable for the calls. However, as a goodwill gesture T offered to reduce the amount outstanding by half. C refused this offer, wanting all disputed charges removed.

The Ombudsman was of the opinion that T should have recognised the considerable increase in C's call charges and should have warned C of them. Therefore, T was required to reduce the amount outstanding. However, it was decided that T was entitled to expect payment of a proportion of the call charges, and it was required to offer C a suitable payment plan.

## **37.0 Technical Support**

### **37.1**

C's service was disconnected after T had incorrectly applied the wrong line to the account. Following complaint it was agreed that this line would be disconnected and credit applied for the incorrect charges it had made. Following this T reconnected C's service but with the wrong number. T did provide credits to cover the incorrect charges.

The Ombudsman required T to provide a full and revised account for C dating back to the original mistake. This was to detail all payments and credits provided and also make it clear which charges were incorrect and have been credited back. In addition, T was required to provide a small goodwill gesture to reflect the poor customer service it had provided.