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1.0 Auto Diallers

1.1

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 agreed with T but considered C had experienced poor customer service when trying to speak to a senior member of staff and when the service was prematurely suspended. She required an apology and a goodwill payment in recognition.

1.2

C received a bill with unrecognised calls to a rogue dialler. The calls were disputed but T requested payment in full as it did not recognise that it had been at fault. C also complained about a late payment charge, which was put down to a holiday period.

The Ombudsman found T had not been at fault and had provided adequate guidance to prevent auto-diallers. She also found the delay on the part of C was too great to warrant a refund.

The Ombudsman required no further action from T. C is liable for any remaining outstanding balance.

1.3

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

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

1.4

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

T made a credit due to C's account which the Ombudsman found to be reasonable. She required no further action from T. C is liable for any remaining outstanding balance.

1.5

C received billing for International calls made through an Internet connection. C complained to T that C had not made the calls and disputed the charges applied. T investigated and concluded that the calls had been made by C's equipment and the charges had been correctly applied.

C complained to Otelo. T informed the Ombudsman that the charges had been correctly applied and appeared to have come about by a 'rogue Internet dialler'.

The Ombudsman believed that the calls had been made by the 'rogue dialler' and that C should have taken precautions to prevent them from being made. The Ombudsman could see no wrong-doing on the part of T and she decided that C was responsible for the cost of the calls.

1.6

C received billing showing International modem calls to Tuvalu and complained to T about them. C claimed that the calls had not been made intentionally and therefore C was not responsible for them. T told C that the charges had been correctly applied and that C appeared to have been the victim of a rogue auto-dialler.

C complained to Otelo who came to the conclusion that C had been the victim of a rogue auto-dialler scam and this had occurred due to C's failure to protect C's computer equipment attached to T's line.

The Ombudsman decided that the charges had been correctly raised and C was responsible for them. The Ombudsman also recommended to C to visit the Government website on Internet security and that C install a suitable Firewall or Virus Guard to C's computer to prevent a re-occurrence of the problem.

1.7

C received a bill from T containing charges to PRS services accessed by a rogue dialler. C requested that these charges be waived. The Ombudsman would require this as customers are responsible for charges generated by equipment attached to their telephone lines.

The Ombudsman did identify a lack of customer service in that there had been delays in responding to letters sent by C. A small goodwill gesture was required for this failing.

1.8

C disputed international call charges on their account. T applied a bar to the account but failed to advise C on the nature of the calls, which was a rogue dialler.

The Ombudsman was disappointed with the level of care that T had provided to C. T was required to make a nominal goodwill payment and write a letter of apology.

1.9

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

1.10

C received a bill from T containing International calls C disputed making. C contacted T. C disputed making the calls. T informed C that C had fallen victim to a scam involving an auto-dialler, and explained that this would have been inadvertently downloaded from the internet, and would have proceeded to call international numbers. T maintained C was liable for the calls. C argued that a few months previously C had requested an international call bar.

The Ombudsman was of the opinion that C was responsible for the security of C's computer and therefore was liable for calls made from the auto-dialler. There was no evidence to support C's assertion that C had requested an International call bar, but there was some evidence to suggest this request was not made. Therefore, no further action was required of T.

1.11

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

Following a careful review the Ombudsman found that T took preventative measures after it detected the high surge in two days by placing a call-bar on C's account. In light of the circumstances the goodwill gesture applied to the account was considered as a

fair and reasonable. The Ombudsman recommended C to accept T's payment plan option.

2.0 Billing

2.1

C contacted T and disputed charges received with the billing. T stated that the charges were legitimately made via C using a pre-fix which overrides CPS and call barring.

From the evidence provided, the Ombudsman was satisfied that as the account holder C is responsible for any call charges made from the equipment, even if C has not made them itself. There is no evidence of any other service shortfalls. The Ombudsman notes the credit applied to C as a gesture of goodwill, and finds this helpful in the circumstances.

Therefore, the Ombudsman does not require any further action from T in this case.

2.2

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

The Ombudsman could see no fault in the service from T and did not require it to waive the charges; C remains liable for the costs.

2.3

C contacted T as it was discovered that a negative marker had been placed onto C's credit file. C stated that no response was received to correspondence sent by recorded delivery and received. T did not respond to the Ombudsman.

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

The Ombudsman considers that the best way forward in this case was for T to investigate the issue of placing a negative marker on C's credit file and send its findings to both C and the Ombudsman as a matter of urgency. If T could justify the marker then no further action is warranted by the company regarding this issue. However, if T could not justify its actions surrounding placing the marker, then the company should remedy this with Experian as a matter of urgency, and offer a goodwill gesture payment, by cheque, to C, for the inconveniences caused.

For the shortfall in customer service and the failure to reply to C's sent correspondence T should offer C a goodwill gesture payment, by cheque, along with a letter of apology clearly advising why no response was received from the correspondence sent via recorded delivery.

2.4

C contacted T as billing was received after cancellation and a poor level of customer service was received upon complaining.

T stated that no request for cancellation was made by C and maintained the charges as correct. T stated that a good level of customer service was applied in this case.

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

On the balance of evidence provided, the Ombudsman was satisfied that C had made a legitimate cancellation request to T in writing and that the company failed to action this request. As a result, C received continuing invoices. The Ombudsman noted that T has now closed C's disputed account and cleared the balance to nil. Therefore, T was required to send C a goodwill gesture payment for the overall poor experiences to date along with a full apology. T should also confirm in writing to C the account is fully closed with a nil balance and 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.

2.5

C contacted T with issues regarding disputed billing, service suspension and poor customer service. T did not respond to the Ombudsman.

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

Whilst sympathetic with C's current situation, the Ombudsman was satisfied that T has acted appropriately in suspending the line for non payment of the account. However, C did not receive a level of customer service normally expected and this is a shortfall in customer service from T.

Therefore, T was required to reduce the remaining outstanding balance and send a letter of apology.

2.6

The Ombudsman concludes SP has demonstrated a shortfall in customer service at times on this case. The Ombudsman considers billing issues were highlighted on this case and directs SP to provide a goodwill gesture in recognition of the bank charges C incurred and the inconvenience. The Ombudsman requires SP to issue a formal letter of apology that includes an account balance. The Ombudsman accepts if C can contact SP online to change tariffs.

2.7

C noticed a change to an agreed Price Plan on billing T sent. C complained about this and despite T promising to correct the error, T continued to charge C the incorrect Price Plan, which was higher than C's agreed Plan. C continued to call and send letters to T about this and C felt that T was ignoring the problem. T apologised to C for the problem and offered a goodwill gesture to C which C accepted but as C felt that the any inaccuracies in the account had not been appropriately dealt with C complained to the Ombudsman.

T told the Ombudsman that it had now corrected the accounting problem and in support of its explanation it provided the Ombudsman with evidence of a billing recalculation and a letter setting out the errors that it had recently sent to C.

The Ombudsman came to the conclusion that C's complaint had now been resolved by T's actions and the goodwill gesture that C accepted, but T should let C know how it had implemented a goodwill gesture.

2.8

C complained to T about billing errors, but T confirmed that all payments had been allocated to the account. C wrote a letter of complaint to T and T responded to say that C's account was correct and that the outstanding balance had built up as C had failed to make regular payments.

The Ombudsman concluded that T had provided C with adequate and correct information about C's account. The Ombudsman requested that T provide C with a clearer breakdown of the account and the option of a payment plan.

3.0 Broadband

3.1

C agreed to a telephone and broadband service from T, but despite many calls to technical support, C was unable to establish a BB connection. Many calls were made to T, with various options tried, but c complained about the poor advice provided. This left C with a broken PC, large call charges whilst contacting T, files deleted, and subsequent costs calling out an alarm company. C then started to complain in writing, but T failed to respond. T failed to provide the Ombudsman with any information.

The Ombudsman concluded on the balance of probability the C had been badly advised and had received poor customer service. The Ombudsman required T to send a letter of apology, cancel the account without any early termination fees, and provide a refund of any BB payments received. In addition, she required T to credit the cost of C's calls to T, make a goodwill credit to the account and provide a full breakdown of the account.

3.2

C ordered a broadband service from T and already had its telephone service. T advised C of the activation date however C found that there was no modem. C contacted T and then T sent out a modem but that did not arrive. T advised it was being held at a local post office and advised C it would re deliver but C refused this and wished to cancel. As C was outside of the cooling off period, T advised of termination fees. C complained and then T advised it would again send a modem and also waive any broadband fees to date if C agreed to the package. C refused this proposal and continued to complain. T then issued termination fees and as C had made no payment, all of C's services were disconnected as they were now all on the one package. The Ombudsman found that it was clear that C did not receive a modem initially however she was satisfied that T had made adequate attempts in order to resolve this and proposed fair and reasonable recompense to C at that time. The Ombudsman acknowledged T's terms and conditions and proposals but it was also clear that C had never used the service. Therefore the Ombudsman required T to credit C's outstanding balance with the equivalent of three month's free service, as per its previous proposal that C had refused. The Ombudsman could see no reason why C should not pay for any remaining balance.

3.3

C applied for T's broadband service and paid the connection fee. T later advised C that it had made a mistake and couldn't provide the service. C experienced a delay in receiving the connection fee back and incurred additional costs. T refunded some costs to C but C claimed further compensation.

The Ombudsman had noted the costs and compensation claimed by C and she was pleased that T had already made payments. Nevertheless, T failed to make a goodwill payment relating to the incorrect information C was given. T was required to make an additional goodwill payment and write a letter of apology.

3.4

C contacted T as no connection could be made to broadband. C added that a poor level of customer service was encountered upon complaining to T. T stated that the broadband line was active and that it was probable that the fault was at C's end. T maintained that no correspondence was received from C.

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

On the balance of evidence provided, the Ombudsman believed that T did not do enough to help resolve C's technical issues or re-send an installation CD as agreed. As C had failed to provide the Ombudsman with any clear evidence of the stated correspondence she cannot find any indication that a shortfall in customer service regarding this issue has been experienced.

Therefore, T was required to refund C all charges relating to broadband, by cheque, along with a letter of apology for the overall poor experiences to date. T should send C

a clear breakdown of the charges taken and refunds to be applied. 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.

3.5

C contacted T as the broadband service would not connect. C added that a poor level of customer service was received upon attempting to resolve the complaint. T acknowledged a delay and technical difficulties in connecting the broadband service and offered a goodwill gesture payment.

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

From the evidence provided, the Ombudsman considers it clear that C was inconvenienced in the attempts to get the broadband service connected. However, T acknowledged the delay received by C and offered a goodwill gesture payment. The Ombudsman is satisfied that this offer by T reflects C's poor experiences.

Therefore, T was required to offer C a goodwill gesture payment, by cheque, along with a written apology for the overall poor experiences. T should confirm in writing to C that the account is fully closed with a zero balance. T should clarify in writing to C that no adverse information should remain on record, resulting from the subject matter of the complaint or have been passed to any credit reference agency. T should also contact its debt collection agents and recall any debt remaining and ensure that no further billing is sent.

3.6

C highlighted many problems with T's broadband service. These mainly surrounded speed issues which had been reported on numerous occasions, but T had failed to rectify. T stated that this was due to the configuration of C's computer, but it was unclear if these problems had now been rectified. T discovered that the solution to C's problem was delayed as it was initially looking at C's old telephone number when trying to diagnose the fault. C complained that many calls and letters had been sent to T. C complained that one of T's advisor's had been abusive but T provided a copy of the call which showed this not to be true. C was offered a refund of four months service by T, but C stated that answers to the problems were more important.

The Ombudsman required T to arrange for a Customer Services Manager to call C to fully explain the reasons it has been unable to provide the expected service. She then required T to arrange for a Technical Advisor to contact C to ensure receipt of a service with the appropriate connection speed. If T were still unable to provide an efficient service, then C was to have the option to terminate the contract without penalty. The Ombudsman requires T to send a letter of apology, and this was to be provided with a refund of four months broadband service and a further goodwill gesture. The Ombudsman recommended this case was reviewed by T to see where improvements with customer service could be made.

3.7

C contacted C's Internet Service Provider ('ISP') to ask for a faster Broadband connection. The ISP said the line would not support a higher connection. C called T, who was C's line provider. T confirmed to C that the line would not support the faster connection. C continued to complain, stating that C's neighbours could obtain the higher speed on their lines.

The Ombudsman was satisfied that T had carried out the relevant checks on the line to confirm that the line could not support the higher speed. T was under no obligation to provide the line speed C wanted. C was advised to discuss the matter with the ISP, who was responsible for the Internet Service. T had ignored some of C's letters, so the Ombudsman required T to apply a goodwill credit to C's line equivalent to one month's line rental.

3.8

Due to service problems C terminated both telephone account and Broadband service with T. T agreed but in the process wrote to C wanting a termination fee after having agreed to waive this charge. T also gave C assurance it would provide a Migration Activation Code (MAC), but failed to do this. The Ombudsman was disappointed that T didn't provide her office with a casefile and found instances of poor service. She required T to provide C an apology for poor service, goodwill gesture and a MAC code.

3.9

Based on the information made available to her, the Ombudsman found C requested the cancellation of the broadband services by telephone then by letter. The Ombudsman considers SP should maintain charges for the one-month period of notice, as outlined in the contract's terms and conditions. With regard to the removal of the marker on the line, the Ombudsman accepts SP was correct to advise C this process takes approximately 15 days, as this is an industry agreed timescale.

The Ombudsman concludes C is liable for all charges up to the end of the period of notice. The Ombudsman considers SP was incorrect in offering C a refund and it built C's expectations and instigated the complaint. The Ombudsman considers this case demonstrates a failure in customer service. The Ombudsman concludes C was not due a refund. However, in recognition of the customer service issues raised, the Ombudsman directs SP to waive the charges for the period of notice and make a goodwill payment payable by cheque.

3.10

C ordered wireless broadband from BT and bought new computer equipment. However, C's computer was not compatible with the broadband wireless router. C complained to T and T tried to resolve the technical issues, but as these could not be resolved credits were provided, but C remained dissatisfied.

The Ombudsman concluded that T had tried to resolve C's complaint and the credits provided were fair and reasonable in this case. T was not required to take any further action.

3.11

C originally had the 1mb service from T and then this was upgraded to the 3mb service in error. C tried to contact T by telephone on several occasions, but C was unable to get through. C eventually told T about the error, but T stated that C had been using the service and therefore the services had been charged correctly. T did provide a credit and reduced the service and charge.

The Ombudsman concluded that there was no evidence from C to show that sufficient efforts had been made to inform T of the error. T had provided a goodwill credit to C's account and therefore the Ombudsman did not require any further action to be taken.

3.12

C agreed to a telephone and broadband package from T, but T failed to provide the broadband service. C complained to T, but C continued to receive bills for the service. This led to debt collection letters even though C had not received the broadband service. T failed to respond to C's complaint and concerns. C was also worried that the credit rating would be affected and required an assurance that no further action would be taken by the debt collection agency.

The Ombudsman required T to refund all broadband charges, provide a revised bill for payment, a letter of apology, a goodwill credit, an assurance that the debt had been withdrawn from the debt collection agency and that C's credit rating had not been affected by the information relating to the complaint.

4.0 Call Limit

4.1

C contacted T as the set call limit was been exceeded. C added that an increase in charges was added to the account that had not been refunded. The Ombudsman concluded that any such monitoring could not be a guarantee as the delays in network data receipt would prevent it from being such.

The Ombudsman concludes that C has received a shortfall in service and customer service. Therefore, T should offer C a goodwill gesture payment along with a letter of apology for the overall poor experience received. T should additionally send C a clear breakdown of how the refund for the ITS was calculated and for the time period it was based on to reduce any confusion for C.

5.0 Cancellation

5.1

C agreed to a one month free internet trial from T and then cancelled this after the free month had ended. C then received more invoices from T and did not understand what service they were for. C complained to T but did not receive a response which resulted in many more contacts from C and the escalating of the complaint. C was advised at times that C was due a refund from T, but on other occasions, T advised that no refund was due. C sent a letter top T's General Manager and received an answer phone message in response. The Ombudsman found that T had charged correctly for the services that C had used, however it was clear that C had received a shortfall in customer service throughout the complaint. The Ombudsman required T to confirm the closure of the account with zero balance, and provide C with a small goodwill payment.

5.2

C contacted T as charges were raised after the cancellation of broadband and a marker placed on the line. C added that a poor level of customer service was received. T acknowledged a delay in cancellation and removing the marker.

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

Therefore, keeping in mind the offer set out by T, the company was required to offer C a goodwill gesture payment, by cheque, which includes the remaining credit on the account, for the overall poor experiences to date along with a letter of apology. T should confirm in writing to C that the cancellation has been actioned and the marker removed.

5.3

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

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

5.4

C cancelled services with T but then had the cancellation request cancelled. T continued to cancel the service in any event. Matters were complicated as the account was in C's ex partner name. T did acknowledge that there had been a reduced level of customer service and made an offer of compensation. C refused this requesting three times as much. This was refused.

The Ombudsman required T to provide the original amount offered by way of a goodwill gesture credit.

5.5

C signed up with T for service but before activation C cancelled. Due to an error the telephone transfer took place to another provider. T billed C for call charges and later cancelled the service. T advised the Ombudsman that the service was no cancelled and agreed to waive the charges as a goodwill. The Ombudsman considered the T's offer to be fair and reasonable and recommended C to accept it.

5.6

C complained to T after receiving a bill nine months after informing T by email that C had changed service provider. T advised this hadn't been received and stated a cancellation request giving one month's notice should have been provided. C continued to dispute the bill and sent a number of letters, but complained about no response being received. C offered to pay half the outstanding balance, T failed to provide any information.

The Ombudsman concluded on the balance of probability that an email was sent and felt C's offer was reasonable in the circumstances. She also concluded there was evidence of poor customer service that should be considered. In resolution, the Ombudsman required T to send a letter of apology and credit the account in line with C's offer. She also required T to make a further credit to the account as a further goodwill gesture, and ensure that any adverse credit information was resolved after C had cleared the remaining balance. The Ombudsman required T to provide full confirmation of all action taken.

5.7

C had been provided with telephone services by T but cancelled these and transferred to another service provider. C then continued to receive invoices. C contacted T and was notified that there were technical difficulties with the cancellation and was reassured that the matter would be resolved with credits being made against the account. C cancelled the direct debit to prevent T from taking further payments. C continued to be invoiced and notified T. T continued to reassure C that the matter would be resolved and credits applied. C then received a letter from a debt recovery agency even though the account had been cancelled some months previously. T recognised there had been difficulties

and offered a gesture of goodwill. C was unhappy with this and referred the matter for consideration to the Ombudsman.

The Ombudsman was unable to deal with the complaint regarding the invoicing as this occurred outside the Ombudsman's jurisdiction. She was content to consider the issues regarding the customer service aspects. T had acknowledged that it had experienced technical difficulties with the cancelling of the account but these continued causing involvement with the debt recovery agency and chasing by C. She considered that C's request for a goodwill payment was reasonable due to the ongoing nature of the problem and difficulties with rectification. A letter of apology was required from T and C was to be reassured that C's credit file was not marred by the incident.

5.8

C subscribed to T's Broadband Internet service. T was unable to provide the service. T therefore agreed to allow C to cancel the service without penalty. T added a termination fee onto C's account and took payment of it by Direct Debit. C contacted T on numerous occasions to request a refund of the amount taken. T agreed to make this refund, but then failed to do so.

As both parties agreed that T owed C a refund of the cancellation fee taken, the Ombudsman required T to do this. In addition, T was required to make a goodwill payment to C to recognise the inconvenience caused as a result of firstly taking the payment, and secondly by ignoring C's requests for a refund.

5.9

C contacted T to cancel the services T provided. T failed to cancel the services and continued to bill T.

The Ombudsman agreed that C had submitted a cancellation request and that T had failed to carry out the necessary actions. Therefore, T was required to clear the amount outstanding on the account and to close it, and to make a goodwill payment to C to recognise the poor level of customer service provided.

5.10

C experienced problems with the Broadband Internet account provided by T. T could not resolve the problems so C cancelled the service. T says it did not receive the cancellation request. T cancelled the service after receiving a further request.

The Ombudsman examined T's customer contact log notes, and compared them to C's records. It appeared that T's log notes missed calls C had definitely made to T. Therefore the Ombudsman concluded that T's log notes did not record every contact C had made, and so required T to back date cancellation to the date C stated C had contacted T

5.11

C contacted T to cancel the telephone account. However, errors occurred and bills were sent to C, even though the service had been transferred to another provider. C complained to T requesting a refund. T advised this would be done, but procedural failings occurred. These points were acknowledged by T within its investigation. However, it proposed to cancel the final bill and the account, then make a goodwill gesture to C as well as sending a letter of apology.

The Ombudsman welcomed T's honest appraisal and that action had been taken to ensure similar problems did not occur. She also concluded that C had not received adequate customer service, but concluded T's proposals seemed appropriate. In resolution she required T to carry out the proposed actions.

5.12

C changed service provider and was advised by the new service provider that it would arrange the cancellation on C's behalf, but this didn't happen as C was billed by T, his old service provider. C communicated cancellation to T who took this date as a cancellation date. However, due to an error C's account was not cancelled in a timely manner. T apologised to C for this and the account was later cancelled. C was not happy as C wanted the account to be cancelled from the date C transferred to the new supplier. T refused as it took the date from when it was first informed by C. The Ombudsman agreed with T that the account should be cancelled from the date when T was first informed by C. She required T to provide C an apology for poor service and make a goodwill payment in recognition.

5.13

C agreed a contract with T but requested it be cancelled soon after signing. T wanted to charge a termination fee which C did not agree with as the account was cancelled within a cooling off period.

As T did not provide a casefile, the Ombudsman had no reason to disbelieve C, required the termination fee to be waived and the account closed with a nil balance. T was also required to apologise and make a goodwill payment in recognition of its poor customer service.

5.14

C said C contacted T to cancel service due to house move. C was informed that someone would visit to remove the services but no one turned up. C called T and sent letters but received no response except for bills and letters from debt collection agencies. T said it had no record of C contacting it to disconnect the service.

The Ombudsman said that unless further evidence could be provided to show otherwise then C was liable to pay T. However, C had sent a letter by recorded delivery and this had been delivered yet T did not log it or respond. The Ombudsman said that T should bring back the debt from agency and credit final balance with a nominal goodwill payment.

6.0 Carrier Pre-Select

6.1

C received a sales call from T regarding a CPS service. C initially agreed to the service, but highlighted calling T two days later to cancel. C then received a bill from T for calls that had been carried that month, and C was unhappy stating that the transfer had been cancelled. T maintained the charges as correct stating the majority of calls had been premium rate. C complained because the charges were far higher than the previous provider. C transferred back and believed T should waive all charges. C brought this matter to the Ombudsman complaining that T had failed to make promised call backs and had failed to reply to two letters. T denied this point stating C had made very few calls and had sent no correspondence.

The Ombudsman concluded the facts of this matter were unclear, but considered T could expect repayment. However, she also concluded that T had failed to provide an adequate level of customer service and accepted there were doubts over the transfer. On this basis, she required T to reduce the outstanding balance and send a letter of apology. The Ombudsman also required T to ensure that any adverse credit information was shown as resolved after C had paid the remaining balance.

8.0 Customer Service

8.1

C lost the use of e-mail which resulted in substantial business losses. Eventually an AFL package was sent to C but it was not received. T did not check why it had not been returned and simply closed its case. The Ombudsman felt there were elements of poor customer service and required a small goodwill gesture to be provided as well as a replacement AFL package.

8.2

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

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

8.3

C complained that his contract with T had been extended. T stated that it had been upgraded and extended by a third party. C stated this should not have been allowed to happen as there was a password set up for the account.

The Ombudsman concurred with C and required T to apologise and make a goodwill payment in recognition for the inconvenience.

8.4

C agreed to a contract with T for the telephone service, but there was a delay in receiving the service and later when C requested broadband, further faults occurred and the broadband service was lost. T later provided credits to C, but C remained dissatisfied. C requested to cancel the service, but early termination fees would have applied so C decided to stay. C later requested again to cancel the contract and this was done by T.

The Ombudsman concluded that C had received a poor service from T, but T had made efforts to resolve C's complaint. T had already applied credits to C's account, which were fair and reasonable. T was required to confirm that the account had been cancelled, marker removed and confirmation of what the credits were that were applied to the account.

8.5

C requested a bonus normally offered by T, but T failed to complete it. C called T regularly, was promised completion but it was never provided. T acknowledged there had been several calls from C and offered a goodwill gesture.

The Ombudsman agreed with the offer from T being reasonable and required it to complete the offer, along with an apology for the shortfall in customer service.

8.6

C opened an account with T. In the period leading up to service activation C received conflicting information from T. C later cancelled T's service a week later after activation due to poor service. The Ombudsman was disappointed and concerned that T didn't provide her a casefile. The Ombudsman found evidence of poor service and required T to provide C an apology and a goodwill payment.

8.7

C requested a Broadband service from SP but did not receive it. SP explained that it was due to external factors outside of its control and issued a refund of payments made. Further attempts to provide the service led to C incurring reconnection costs with another provider. SP refunded the charge. C asked to cancel the service but SP failed to acknowledge the letters. SP later cancelled the service without charge but C felt that some compensation was warranted.

Once the complaint had been brought to the Ombudsman, SP made an offer to resolve it. SP offered to refund all fees paid, terminate the account and issue a goodwill payment for the inconvenience caused. The Ombudsman was of the opinion that this proposal was reasonable and SP was required to carry out the proposed resolution.

8.8

C brought a mobile and inadvertently ticked a box to transfer the landline to another provider. However C was not the account holder and did not want the transfer. When C discovered the problem, T was informed, but no action was taken to revert the service back to the old provider.

The Ombudsman concluded that T should have released the service as soon as it was aware of the mistake. The Ombudsman required T to confirm that C's account had been cleared and closed, provide a goodwill payment, plus a refund for the credit balance. Therefore, T was required to provide a cheque for the total amount and a letter of apology.

8.9

C transferred to T and requested the 1571 service, which T confirmed. However, after several weeks of chasing T, C was informed that the service was not available as the line was ported from cable. C complained to T, but T failed to fully respond to C's complaint. However, a small credit was applied to C's account.

The Ombudsman concluded that C had received a poor service from T and required T to provide C with a goodwill payment. T was also required to clear and close C's account.

9.0 Direct Debit

9.1

C requested to change the date of the DD payments it received. T stated this was impossible due to its billing processes, and T was unhappy with this. A dispute started with C not making a payment and complaining about the customer service received. T maintained its position.

The Ombudsman concluded that T should have been more flexible with its payment arrangements and stated that, in line with its Terms and Conditions, some alternative should have been offered. She appreciated that T's billing and payment systems may

have caused difficulties for the company in this case, and she recommended that T reviews this matter to see where improvements could be made.

10.0 Directory Listing

10.1

C signed up to T's telephone services. C was ex-directory and signed up to the Telephone Preference Service. However, soon after the telephone service was transferred C started to receive unsolicited sales calls. C asked T to change C's telephone number. T informed C that T could not do this.

The Ombudsman was of the opinion that the evidence submitted suggested that T had passed on marketing material to marketing companies, even though C had specifically stated not to do this. Therefore T was required to apply a goodwill credit to C's account to recognise the inconvenience caused, and for not responding to some of C's letters of complaint. However, as T's computer equipment would not allow T to change C's telephone number then the Ombudsman could not require T to do this.

11.0 Disconnection

11.1

C cancelled their account within the cooling off period and they received a confirmation letter to say the account would be cancelled. T stated it did not have a record of the cancellation request or its confirmation letter. C disputed the charges incurred on their account. C experienced a poor level of customer service.

The Ombudsman considered that it was without doubt that C cancelled T's account. The Ombudsman considered that a shortfall in customer service had occurred. The Ombudsman required T to refund the service charges incurred by C and make a nominal goodwill payment. T was required to write a letter of apology.

11.2

C requested for their account to be cancelled but there was a long delay before T actioned the request. C incurred service charges but was advised by T that these would be credited. 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 credit any charges incurred after the account should have

been initially disconnected. T was required to make a goodwill payment and write a letter of apology.

11.3

C contacted T to arrange a temporary disconnection of telephone service, as C would be abroad for several months. During this absence T dispatched a bill and when it remained unpaid, T referred debt to recovery agents. C complained on their return and there was a delay to the telephone service resumption. C complained about T's lack of customer care. Ombudsman required T to make a goodwill payment in addition to the amount originally offered and not paid and to send a letter of apology to C for the delays in answering correspondence and for putting C's credit record at risk. T also requested to produce a detailed bill for C covering the disputed period up to the date of referral to the Ombudsman service. T advised to monitor future disconnection arrangements to avoid repetitions.

11.4

C wrote to T to cancel their services as they were moving. T did not take any action. C wrote T on several occasions to resolve the complaint but T did not respond. C experienced a poor level of customer service.

The Ombudsman was disappointed that T failed to take any appropriate action and it was clear that a considerable shortfall in customer service had occurred. T was required to refund the service charges incurred after the disconnection date and make a nominal goodwill payment for the shortfall that had occurred. T was required to write a letter of apology.

12.0 Disputed Charges

12.1

C disputed charges on their account. It was suggested that the disputed charges related to interactive services accessed through a digital box which was connected to the telephone line. C remained dissatisfied with T's response. C experienced a poor level of customer service.

Based on the balance of probabilities, the Ombudsman considered that it is likely that the disputed call charges were incurred by using a digital box to access interactive services. The Ombudsman was of the opinion that a shortfall in customer service had occurred. T was required to make a nominal goodwill payment and write a letter of apology.

12.2

C upgraded a mobile with T, but was billed twice for the initial charges in error. This situation was rectified by T on the following month's statement, but T advised that C could make an indemnity claim through the bank. This C did, but T subsequently restricted the service even though the next payment was not yet due. C complained in writing and T failed to reply.

The Ombudsman appreciated C's concerns and concluded that T had provided poor customer service. She welcomed that T had now resolved these issues, but considered a goodwill credit and an apology was appropriate.

12.3

C had been receiving Internet services from T which C claimed C had cancelled two years previously. C claimed that T had unknown to C continued to provide C with the service, which C said C did not use as C was unaware of it. T sent C a letter for outstanding balance on the account. C contacted T and questioned the balance. C said that services had been cancelled and refused to pay the charges. T commenced debt recovery action.

T informed Otelo that T had no record of C making contact two years previously to cancel the account. T also commented that C had made further payments to the account some four months after C claimed the account had been cancelled. T also proposed that if C was able to provide documentary evidence to support C's claim that C had made a call at the relevant time, T would remove the charges from the account.

The Ombudsman noted from the Terms and Conditions (T and C) of the contract that in the event of a request for cancellation a customer must receive a letter of acknowledgement. C had not received such a letter for the occasion C claimed cancellation had been made. The Ombudsman also examined the account record and noted that there was no record of either party having been in contact at the time C claimed that the contract had been cancelled. The Ombudsman also wondered why C had continued to make monthly payments for sometime after the time C claimed the account had been closed.

The Ombudsman decided that C was responsible for the charges applied by T but if C was able to provide the necessary evidence to T about the call, T should remove the charges as T had proposed.

The Ombudsman further concluded that T need take no further action.

12.4

C received billing showing non-geographic calls made by Internet connection. C claimed that C had not made the calls and no-one else in C's household had done so. C complained to T about the charges and refused to meet them.

T investigated and was satisfied that the calls had been made from C's line and that the charges had been correctly applied. C continued to dispute the charges and the debt was passed to a Debt Collection Agency. C was then unhappy with the phrases used in letters he received from the Agency.

The Ombudsman concluded that the calls had originated from C's equipment attached to the line and that the charges had been correctly applied. She believed that C was liable for the charges and could see no wrong-doing on the part of T.

The Ombudsman suspected that if C and other members of C's household had not made the calls then C may have been the victim of a rogue auto-dialler. The Ombudsman suggested to C that C install suitable protection from such diallers and that C seek further information on Internet security from the Government website.

The Ombudsman also commented to C that she was unable to deal with complaints about the wording of letters sent by Debt Collection Agencies as this was outside of her remit. She suggested to C that C take this matter up direct with the Agency concerned.

12.5

C disputed charges with SP but SP failed to respond to the complaint. C asked to cancel the service and again SP failed to respond. SP continued to charge for the service but later claimed to have backdated the cancellation to the original request. However, SP still charged for the service and failed to apply a payment to C's account. C sent written complaints to SP but did not receive a response. The service was still used by C despite having asked for cancellation of the account and SP maintained that the charges were valid because of the usage.

The Ombudsman was of the opinion that there had been a shortfall in service but she considered the charges to be valid. The Ombudsman explained that if C no longer wanted the service use should not have continued. However, the Ombudsman was satisfied that a credit to the account and an apology was warranted due to SP's failure to act on C's request and for the failure to respond to the complaint. SP was required to issue an apology for the shortfall in service and provide a goodwill credit to the account. The remaining charges were considered to be valid and payable by C.

12.6

T provided C with a mobile telephone service with a text message inclusive allowance supplemented by an extra text package. C complained that T had continually overcharged for text messages, had cancelled all pre-paid text messages without prior warning and failed to make reimbursements for the same and also retained a deposit. C stated that numerous letters had been written to escalate the complaint and that there had been several calls to T and all correspondence had been ignored. T made various credits to the account in recognition of the text charges raised including those after C cancelled the extra package. It then made further credits in recognition of all texts that would have been included ordinarily in the extra package and used after the cancellation in recognition that C had been unaware that texts would not rollover once the package

was cancelled. T stated that it had not been able to take the deposit but that a smaller amount had been taken and then credited to the account.

The Ombudsman considered that T had refunded the charges raised for the text messages up until the time that C had become aware that the extra texts would not be rolled over and that adding the package again could rectify this. T had also agreed to refund further text messages charged up to a certain date. The Ombudsman was aware that T had refunded an amount to cover the texts charged up to the date of awareness in any event. The taking of the deposit needed to be established by C, as did the refund of the part deposit made by T. The Ombudsman required each of the parties to provide evidence in support to satisfy the other. Some customer service issues were noted by the Ombudsman in relation to the delays in acting and also in responding to the notification of the complaint in writing and as such T was to credit the account with a goodwill payment. Once the credits had been applied to the account, C was responsible for clearing any remaining charges on the account and T was to satisfy C that any adverse credit history caused by the complaint was cleared.

12.7

C agreed to a new contract and package with T, but C was clearly confused about how it worked. C had billing and network concerns which were raised and discussed with T. T did recalculate C's bill, but no errors were found. C also received a new SIM card free of charge, as there were no network problems. C complained to T, but T failed to adequately deal with C's concerns and complaints. C suffers from short term memory loss and ME.

The Ombudsman concluded that C had been charged correctly, but concerns were raised about whether C was on a suitable package for C's needs. T was required to discuss this with C and if C required a lower tariff, T should agree to the change and cancel the old contract. T was also required to provide C with a goodwill credit for failing to deal adequately with C's complaint and concerns.

12.8

C took out a mobile telephone contract on behalf of another person and ensured that a credit limit was set so as to avoid the responsibility of high call charges. After the barring of the telephone service C queried this with T and discovered it was due to charges. C complained to T that a limit had been agreed but that this had been far exceeded without T having taken any action. T maintained that the charges were for international calls and that data had been delayed but in any event the limit was just a guide and C was responsible for all charges incurred through the use of the SIM card. C wrote to T who responded and C made a payment in accordance with the limit agreed and terminated the contract. T maintained the charges in an initial letter but then charged an early termination fee as it was within the contractual term. Further correspondence was sent by C but only payment remainders were received from T.

The Ombudsman considered that T should have barred the service after the high usage by using the limit as a guide. It did not restrict the service until some days after the

charges incurred on the Premium Rate Services were in excess. This was well above the limit agreed at the formulation of the contract. T owed C a duty of care which became greater following the exceeding of the limit set. As the charges were incurred through repetitive use of Premium Rate Services in such a short period it should have been alerted to the escalating charges and taken action. C was responsible for all the charges up to and including the first day of the Premium Rate Services access, initially within the agreed limit, and T was responsible for the charges thereafter. It had also failed to address the complaint other than by the initial letter and an apology was to be made for this. Furthermore the contract was terminated due to the complaint as the limit set was an important factor in making the original agreement for C. As a result the termination fees were to be waived and an amended invoice was to be sent to C so that the account could be cleared fully with no further liability. C was to return any equipment in accordance with the agreement.

12.9

C was unable to access the Internet and reported the matter to SP. However, there had been a considerable delay before C reported the issue and SP could only then advise that the incorrect password was being used. C asked for a refund of payments for the months that the service had not been used. SP refused to offer any refunds. C sent written complaints to SP and SP responded with appropriate advice. C requested to cancel the service but claimed that SP failed to act on the request. SP did not receive the initial request but backdated charges once the request was communicated. SP also applied a credit to the account as a gesture of goodwill. C remained unhappy that charges had not been refunded for the period that the service was not used.

The Ombudsman was of the opinion that, as C had not reported the problem, the charges were valid. She considered the actions taken by SP to be appropriate and could see no reason to require a further refund of charges. SP had responded to the complaint and advised C that a refund would not be offered and the reasons why. The Ombudsman was satisfied that SP had acted appropriately and addressed all issues raised. No action was required of SP.

12.10

The Ombudsman concludes C ordered a handset via a dealer and never received it yet C received continuous bills from SP. The Ombudsman considers SP correctly advised C to get a deactivation code from the dealer in order for it to close the account. The Ombudsman acknowledges SP helped C approach the dealer for the code however, found the code to be invalid.

The Ombudsman considers C has suffered a shortfall in customer service at times. C was inconvenienced and was unable to progress the complaint without the services of a third party. In recognition of the customer service issues raised on this case the Ombudsman directs SP to issue a letter of apology to C, to ensure all personal details have been removed from its system and to ensure C's credit history has not been adversely affected by its actions. The Ombudsman directs SP to make a goodwill payment payable by cheque.

12.11

C asked SP to cancel a service prior to the start date. SP failed to act on the request until some weeks later and then applied a termination fee. C complained that the fee had not been detailed at the time of signing the contract but SP failed to respond to the complaint. C received payment demands from SP but C refused to pay the termination fee.

The Ombudsman was of the opinion that there had been a shortfall in service and that SP had failed to act on C's requests in a timely manner. SP was required to issue a letter of apology for the shortfall in service, which also included confirmation that the service had been cancelled without charge. SP was required to issue a goodwill credit to the account to cover the outstanding balance and also to issue a goodwill payment to C for the shortfall in service.

13.0 Equipment

13.1

C experienced handset problems and complained to SP. SP offered advice and a repair service, which appeared to correct the problem. However, C requested cancellation of the contract and ceased payment. SP did not respond to the cancellation request and suspended the service due to non-payment. C complained that SP did not respond to letters but SP claimed that the letters had not been received. C also complained that SP had commenced debt collection activity but SP suspended this pending the outcome of the complaint.

The Ombudsman was satisfied that SP had acted appropriately in all issue with the exception of its responses to C's letters. SP was required to issue a written apology for this shortfall although the Ombudsman could see no reason to require any further action in respect of the complaint. SP did make an offer to C, which involved extending the contract in return for a handset and the Ombudsman accepted that this offer was reasonable.

14.0 Faults (Equipment)

14.1

C experienced a fault with T's service but there was a long delay before T fixed the fault. C requested to cancel the service but T advised C that they were in a minimum term contract. C experienced a poor level of customer service. T applied a goodwill credit to C's account for the fault that occurred.

The Ombudsman was aware that T was not able to offer a fault free service and she found the goodwill credit to be reasonable. Therefore, the Ombudsman was satisfied that C should remain responsible for the remainder of the contract charges. However, she was of the opinion that a clear shortfall in customer service had occurred. T was required to make a further goodwill payment and write a letter of apology.

14.2

C contacted T as technical faults were encountered with the handset. C maintained that the handset was sent for repair, however, the retailer, who acted as a repair agent refused to accept the handset. C refuted having any accountability for the refusal of the handset as this lies with the retailer. T maintained that a good level of customer service was maintained.

Although the Ombudsman did not dispute that C had technical faults with his handset, C did not contact T until nearly seven months after his first repair was made. When contact was made, by C, T advised that a replacement would be offered providing the outstanding balance was cleared on the account. The Ombudsman does not find T's request unreasonable. There is no direct evidence of a customer service shortfall.

The issue C raised regarding the retailer refusing to accept the handset for repair should be taken up with the company directly. T is no way accountable for any alleged shortfall regarding this issue.

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

14.3

C had 5 handsets and claimed that 4 of them had stopped working. C said they had been returned to the retailer for repair but had been sent back in the same condition. T claimed to have been unaware of C's dissatisfaction because C had dealt directly with the retailer. T offered either to carry out full diagnostic tests on all 4 handsets and to repair or replace them or to release C from the contracts without penalty provided C returned the hand sets and paid the outstanding balance to date. As C had requested that C be released from the 4 contracts, the Ombudsman required T to do as it had offered, the outstanding balances remained payable.

15.0 Faults (Line)

15.1

C experienced service problems and as a result contacted T on a number of occasions to try and resolve the issue. The Ombudsman was disappointed and concerned that T

didn't supply her office a casefile. She required T to provide C an apology for poor service and two month's free line rental in recognition.

15.2

C was receiving residential telephone services from T when C's line came disconnected and C was without services for three days. C was offered fixed rate compensation by T but believed it to be inadequate as C had incurred business losses and loss of revenue brought about by the loss of service.

T told the Ombudsman that C was a residential customer and clauses in C's agreement clearly stated that the line was for residential use and no responsibility would be accepted for business or revenue losses.

The Ombudsman agreed that the service was for residential use only and T had no obligations either directly or indirectly to C to compensate C for any business or revenue losses. T should however, ensure that the fixed rate compensation was applied and in respect of another matter concerning a customer service failing, T should maintain a goodwill gesture it had offered to C.

18.0 Information Disclosure

18.1

C stated that T had set an account up without authorisation. C added that a poor level of customer service was received upon complaining to T. C made a request for a high level of compensation due to an alleged Data Protection breach. C stated that its sales agents had contacted C and an account was set up. T added that a copy of the sales call could not be located. T added that as a goodwill gesture, the account balance would be cleared, and a goodwill payment offered.

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

It was clear from the evidence provided that an account was set up without authorisation from C and that additional service shortfalls followed as a result.

Therefore, keeping in mind the offers made by T, the company was required to offer C a goodwill gesture payment for the overall poor experiences with a letter of apology. T should clear the account balance to nil and confirm that the account is fully closed with a nil balance. T should 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. T should re-call the debt from its debt collection agents to ensure that no further billing is received.

19.0 Installation

19.1

C arranged for T to activate a telephone line and Broadband service at C's new address. However, T failed to do so on the agreed date. C called T on numerous occasions to try to resolve the problems. Delays were caused by the type of line provided to the property and a fault on the line. T did not communicate these problems to C, and C continuously had to call T to find out the status of the order. T eventually provided the services and offered C compensation. C declined the offer.

The Ombudsman accepted that from time to time there would be problems activating a line. However, she considered that T could have provided C with much more information regarding the problems. Instead T repeatedly led C into thinking that there was nothing wrong, and gave unrealistic activation dates. The offer of compensation T made was considered reasonable to recognise these problems, and T was required to credit it to C's account.

19.2

C applied for a new telephone line from T because C had just been awarded a new business contract and required a dedicated line to deal with the new customer. There was a delay in providing the new line. As a direct result of the delay C lost the contract. C therefore wanted T to compensate C for the losses suffered.

The Ombudsman concluded that there were valid reasons for the delay, principally that there were no lines available and therefore T had to apply to dig up the road to provide the new line. Therefore, T was not required to compensate C for failing to provide the line as quickly as C had hoped. T had given C some incorrect advice as to how long the installation was likely to take, but T had already made C a generous offer in respect of this and was not required to pay any more. T was required to cancel the new line, which was no longer required, and to refund any line rental paid on it, as a goodwill gesture to recognise that C had only applied for it to use for the new business.

20.0 International Call Charges

20.1

C disputed International calls of one minute with T. For the last two years T had refunded the disputed calls as goodwill but advised C was liable as the calls had connected via the International Exchange. When C contacted T this year C was refused a refund and so cancelled the payment method to T. This resulted in C's account being passed to a Debt Collection Agency. T in an attempt to resolve this dispute did refund C with the disputed call charges and admin fees as a gesture of goodwill. However C continued to dispute the refunds.

The Ombudsman said that C was liable for the calls as the call had connected to the International exchange and T could not be responsible if the call was then not forwarded to the number dialled. The Ombudsman was satisfied that the refunds already given by T were an acceptable response to C's complaint. The Ombudsman required no further action from T.

22.0 Internet Connection

22.1

C subscribed to T's Internet service. T was unable to provide the service for several months. T eventually discovered that the line could not support the speed of connection C had requested. T provided a slower speed and the connection was successfully established. C wanted T to compensate C for the inconvenience C experienced and for business losses suffered.

T made C a goodwill payment in respect of the inconvenience experienced. The Ombudsman was satisfied that this was adequate. C could not justify C's business losses. Therefore, T was not required to take any further action.

22.2

C complained to T about connection problems with the internet, but T failed to rectify these and C requested termination. T agreed to cancel the termination fees but the proceeded to take this amount in full from C's account. C complained and asked for a refund, and although T agreed this did not happen until the complaint was made to Otelo. C made numerous calls to T and despite assurances no action was taken, with T also failing to remove the BB marker. C also complained that T was pursuing for additional payment through debt collectors.

The Ombudsman accepted C had experienced considerable problems and that a number of points should be considered. She required T to send a letter of apology and provided assurances that the account was cancelled with a nil balance. The Ombudsman required T to refund some BB charges in consideration of her lack of internet service, and this was to include a calculation. She also required T to make a further goodwill gesture in consideration of customer service problems and telephone costs.

24.0 Mis-selling

24.1

C received a sales call from someone on behalf of T and was advised that he could transfer two lines and later downgrade to one at no charge. C complained that this later proved not to be the case, with T demanding an early termination fee. The dispute surrounded what was said during the initial sales call, so T retrieved the recording and stated C he never asked this question. C continued to deny this point and highlighted the poor customer service subsequently received. T then cancelled the line as requested and when C brought the complaint to the Ombudsman it decided to cancel the termination fees. T stated this action had been taken because the recording could no longer be retrieved.

As T was unable to produce the sales recording, the Ombudsman concluded she should accept C's version of events as being accurate. Therefore, she required T to send a letter of apology and to credit the account as a goodwill gesture.

24.2

C agreed to a telephone service from T which included BB and all calls at a set price. However, C then contacted T as C was unhappy at being charged line rental by another service provider. C believed this was also being provided by T as part of the package, and when T explained, C complained about a misleading sales call. T searched but was unable to provide a copy of the sales call, and C then complained about the BB service being only half speed. C requested termination of the account without penalty and for a refund in respect of the differing BB speed. T maintained its position and C then transferred to another provider. T decided to cancel the early termination fees but maintained C was liable for the outstanding balance and felt a refund in respect of the BB was not appropriate.

The Ombudsman considered T's decision to cancel the early termination fee appropriate without evidence of the sales call. However, she understood that T could not guarantee the BB speed. On this basis, she concluded C should not receive a refund of the BB charges, but required T to make a goodwill gesture for some poor customer received. This was to be provided with confirmation of the account closure and an apology.

24.3

C received a sales call from T and as a result of the call T believed that C wished to transfer services to T. T implemented the change of service provider and sent C a letter about this. C claimed that this letter had not been received and the first C knew of the transfer of services was when C received a letter some months later about Direct Debit payment methods. C complained to T. T investigated and decided to cancel the account on the proviso that C paid half of the outstanding call charges incurred. C refused to do this.

The Ombudsman concluded that there may have been some confusion about the nature of the sales call T had made to C as C understood this to be a survey call. The Ombudsman was satisfied that T had not mis-sold services but felt in the circumstances that T's actions in cancelling the services and account were entirely appropriate.

The Ombudsman also noted that C would not have received call charges had services remained with C's existing provider, hence she came to the conclusion that T should write off the small call charges it was seeking and close the account with a zero balance.

24.4

C signed an agreement with T for telephone services. C subsequently tried to cancel the agreement, stating that C had believed that the document C signed was to confirm the representative had visited, rather than a formal contract. T maintained that an agreement had been signed, and that if C wanted to cancel the contract then a termination fee would be applied to the account.

The Ombudsman examined the documents C had signed. In total there were three documents. Two of the documents explicitly stated that C had agreed to the services, and these statements were prominent in the documents. C had also provided T with C's bank details. The Ombudsman was of the opinion that C was aware that an agreement had been made, and therefore could see no reason why T should not charge C a termination fee if C wanted to cancel the contract. No further action was required.

25.0 Network Coverage

25.1

C complained to SP about network coverage. SP investigated the complaint but was unable to identify any evidence to support C's claims. C requested to cancel the account and SP agreed on provision that the termination fee was paid. C refused payment but returned the handset to SP. C wrote several letters of complaint to SP but SP failed to respond on every occasion.

The Ombudsman reviewed the information provided by SP and she was satisfied that the outcome of the investigation was accurate. SP was required to issue an apology to C and small goodwill credit for failing to respond to all correspondence. However, the Ombudsman was satisfied that SP had acted appropriately in all other aspects of the complaint and she could see no reason why the termination should not be applied to C's account.

28.0 Payments

28.1

C sent payments to T but they were not credited to the account. T continued to send bills and when a different method of payment was set up T duplicated the disputed payments resulting in C overpaying. T agreed to make a refund and a goodwill payment but it was not completed.

The Ombudsman considered there had been a shortfall in customer service for C and required an apology but agreed with the proposed goodwill gesture later offered by T.

29.0 Premium Rate Services

29.1

C disputed international premium rate rogue dialler calls with SP. SP maintained the calls but C continued to dispute. C sent several letters but remained dissatisfied with the responses received. C also had a problem with the late delivery of a computer from SP.

The Ombudsman said that C was liable to pay SP for the calls. C was responsible for equipment connected to the line. She did say that C had received some poor customer service and requested that SP award a nominal goodwill payment.

29.2

C disputed rogue dialler calls with T. T maintained throughout.

The Ombudsman said that C was liable to pay T for the rogue dialler calls. The Ombudsman said that C had received a shortfall in customer service from T and so T to send a letter of apology and award a nominal goodwill payment.

29.3

C received a bill which contained twelve calls to two different disputed Premium Rate Services (PRS) numbers, which C had not made. C complained to T, but T maintained the charges as the calls were generated by C's own computer equipment. However, C did receive a credit from T for the delay in dealing with the complaint.

The Ombudsman concluded that C was liable to pay T for the disputed call charges and that the credit already applied to C's account, was sufficient compensation for the poor customer service. T was not required to take any further action in this case.

29.4

T contacted C when C's bill started to rise very quickly. The sudden rise was due to a rogue dialler having attached itself to C's computer equipment. T acted promptly to place bars on C's line to prevent the problem from escalating. C complained to T and T took several months to complete its investigation and provide a detailed explanation of what had happened. T had credited a generous sum to C's account to reflect the delay in dealing with C's complaint.

The Ombudsman found the sum acceptable and found that C was liable to pay the balance. She requested that T make a reasonable payment arrangement with C to clear the balance. Beyond that the Ombudsman did not require T to take any further action.

32.0 Refunds

32.1

C did not receive discount from T. C contacted T and was offered a refund for one bill and a nominal goodwill payment but remained unhappy. C then requested escalation but says that T obstructed escalation request. T said that the goodwill and refund had been maintained by deadlock letter. It had no record of C's request to escalate the complaint for six months and so assumed that C had accepted the resolution.

The Ombudsman said that there was no evidence to support C's claim that T had been obstructive. The refund and goodwill originally offered was acceptable. However, the ombudsman had found some discrepancies with the information provided to C and so requested that T send a letter of apology and award a further nominal goodwill payment.

34.0 Service Transfer

34.1

C was contacted by T to see if they wanted to transfer their account. C declined T's offer but T transferred the account anyway. T stated this had been done incorrectly and offered to clear the outstanding account balance. C experienced a poor level of customer service.

The Ombudsman was concerned with the T's actions. She was of the opinion that a clear shortfall in customer service had occurred. T was required to close the account and clear the outstanding balance. T was required to make a nominal goodwill payment and write a letter of apology for the shortfall that had occurred.

34.2

C agreed to T's service for line rental, calls and broadband, however T could not provide C with broadband. Therefore T did not provide this and continued to bill C for the other services, at a different rate. C was not happy with this and requested disconnection, however this was delayed by T for a considerable amount of time, leaving C to be billed continuously for months, with the outstanding amount increasing. Eventually T disconnected the account but maintained the call charges C had made, however C was not happy with the way the complaint had been handled. C complained in writing to T but received no response. The Ombudsman found that T had since agreed to waive all fees on the account apart from the call charges in place, along with an apology, and although the Ombudsman welcomed this and was satisfied that the calls were chargeable and correct, she considered that the balance should be placed at zero as a goodwill payment for the unnecessary prolonging of the complaint and continual shortfall in customer service C received throughout. T was to confirm the closure of the account in writing to C as well as an apology and ensure C's credit rating had not been affected as a result.

34.3

C said that SP set up service with C's sister without C's consent. C then cancelled the contract but was charged for calls made which C disputed. C sent two letters to SP and called it requesting a deadlock letter but received no response. SP did not provide a case file but C provided a copy of the original sales call.

The Ombudsman said that SP should refund half the cost of the calls and award C with a nominal goodwill payment.

34.4

C moved house but there was a delay in the provision of the services. SP provided an explanation for the delays as the initial order had not been completed correctly. SP offered C compensation but C declined it. C experienced a poor level of customer service.

The Ombudsman found SP's goodwill offer for the delays C experienced to be reasonable but she was of the opinion that the offer did not adequately cover the shortfall in customer service. SP was required to fulfil its goodwill offer and make an additional goodwill payment. SP was required to write a letter of apology.

34.5

C cancelled a service with SP but found that the line could not be transferred for a service with another provider. SP admitted that due to system problems the line was not transferred. C complained to SP and SP maintained contact with C regarding the issue. C claimed that SP had provided a poor standard of service but SP claimed that the matter had been dealt with in an appropriate manner. SP provided evidence of many calls to C and explained that the action required was to be taken. SP also made an offer to resolve the complaint.

The Ombudsman was of the opinion that, whilst C might have experienced some frustration regarding this matter, it was clear that SP had made every effort to resolve the problems experienced. Having reviewed the information provided, the Ombudsman accepted that SP's offer to resolve the complaint was reasonable. SP was required to issue a written apology to C, to provide confirmation that the service would be transferred once the system error was resolved, and to issue a goodwill credit.

34.6

C agreed to written details of SP's service but SP commenced provision without authorisation. SP claimed that the agreement had been made by phone. C first became aware of the service when a debt collection letter was received. C contacted SP and SP agreed to resolve the matter. However, several months later, C received further debt

collection letters from a third party. SP was unable to provide a recording of the service agreement due to unforeseeable circumstances and accepted that this was a shortfall. C sent a letter of complaint but SP failed to respond.

The Ombudsman was of the opinion that the disputed charges were valid, although she accepted that SP had not been able to provide an adequate standard of service. In view of the shortfall, SP was required to issue a goodwill credit to C and to issue a letter of apology. The credit was sufficient to cover the full outstanding balance.

34.7

On the balance of evidence made available to her, the Ombudsman is of the view SP transferred C's account and services without C's knowledge or authority. In doing so, C suffered inconvenience and costs from both the previous service provider and SP. The Ombudsman considers SP failed to provide an adequate level of customer service to C.

In recognition of the dubious sales practices employed on this case, the Ombudsman directs SP to issue a formal apology to C, ensuring the account is closed, the outstanding balance cleared, and C's credit history had not been affected by its actions. In light of the additional costs incurred by C from the previous service provider and the customer service issues raised the Ombudsman directs SP to make a goodwill payment.

35.0 Stolen/Lost

35.1

C requested a replacement handset as there's was stolen. There was a delay before C received the handset. C claimed that they were told it would be free of charge but T maintained the charge. C requested to cancel their account and T informed them of the early termination fee. T removed the replacement handset charge and added the early termination fee to the account. C claimed they experienced a poor level of customer service.

The Ombudsman had not been presented with any conclusive evidence to indicate that C was advised they would receive the replacement handset free of charge. The Ombudsman considered that C had received a reasonable level of customer service. T was required to make a nominal goodwill credit for the delay in C receiving their handset. C remained responsible for the outstanding balance.

36.0 Tariffs

36.1

C subscribed to one of T's telephone packages. T put C on the wrong tariff. C called T to change the tariff. T did so, but failed to issue a refund of the charges for several months, even though T accepted that C was due this money.

The Ombudsman required T to refund the over charges C had experienced. T was also required to make a goodwill credit to C's account to recognise the inconvenience C had been put to, because C had contacted T on many occasions to try to obtain the refund.