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20.0 International Call Charges

20.1

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. The Ombudsman examined the disputed call charges in question and found that T should have detected a surge on a certain date. The Ombudsman required T to provide C a goodwill payment

20.2

T tried to contact C after noticing a number of international call charges appearing on the account. T decided to place an international call bar on the line, and C eventually contacted T disputing the charges. T highlighted to C that this was due to a rogue dialler problem, but maintained C was to remain liable. C made a number of calls to T, and sent some letters but T maintained its position. However, T did decide to provide a goodwill gesture due to some delays, but refused to waive the international charges.

The Ombudsman fully appreciated C's frustration, but felt C should remain liable apart from the charges incurred after a certain date, as these should have been noticed by T. She required T to make a goodwill gesture to take into consideration the avoidable charges and the Duty of Care issues. This is to be provided with a letter of apology.

20.3

C received a bill with unrecognised calls to an international Auto 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.

20.4

C was contacted by T and advised of International call charges being generated on the account. T did not comment on this issue but provided a copy of its customer contact notes and appropriate correspondence for consideration. The Ombudsman concluded that C had been the victim of a rogue dialler, however was alerted almost immediately to

the International charges which helped prevent any further charges being accrued. The Ombudsman was satisfied that there was no wrong doing by T in respect to this issue. C had written to T and did not receive a timely response. This was considered to be a shortfall in customer service on the part of T. Therefore, the Ombudsman requires that T send C a goodwill gesture payment for the delay in responding to the complaint correspondence, along with a letter of apology. C was however, accountable for the disputed International charges incurred. The Ombudsman is aware that the problem C has experienced has become more widespread however; she recognises that T has issued information with phone bills, by email, to its internet customers, and on its website about this problem.

20.5

C made calls abroad using a carrier service, accessed through T's account. The carrier service was not supported by T and so C was charged full rate. C expected to pay the carrier but to have the access to it included in free minutes. The charges for making calls with specific prefixes are detailed in T's literature and so C is liable for the costs of the calls. No further action is required from T.

20.6

C disputed international call charges on T's bill over a one month period. C contacted T, but T maintained the charges were correct. C stated the complaints made had not been dealt with correctly by T, and highlighted no one was home at some of the call times. T maintained the calls had been made by equipment attached to the line. T highlighted that it did have systems in place that would have picked up adverse daily charges, but those made in this case would not have triggered the system. C complained about the attitude of T and about incorrect information provided as T had continually referred C to ICSTIS as a solution. T made two goodwill payments to C, in recognition of delays and the length of this dispute.

The Ombudsman felt T had failed in its duty of care to C, and believed T's systems should have picked up the problem after seven days, and required T to provide a goodwill gesture to reflect this. She was also concerned by the customer service issues raised, but felt the compensation already awarded by T had fully compensated C for the problems experienced. The Ombudsman required T to send a letter of apology, and this was to be sent with a full breakdown of the account.

20.7

C disputed calls on bill to international rogue dialler numbers. T maintained them but advised it would investigate and send a written response. C did not receive a written response but did receive a credit on a bill with no explanation. C continued to receive no explanation and so continued to dispute calls.

The Ombudsman said that T's credit was fair in this instance as C was liable for the calls as they were generated by C's computer. T was also requested to credit a further nominal goodwill payment to the account and send a letter of apology.

21.0 International Roaming

21.1

C was a mobile phone customer of T. C complained C had experienced network problems throughout the term of T's contract. C also complained T had not enabled international roaming when it had been requested by C, and therefore was unable to use the phone in an emergency situation. T also sent all correspondence to an incorrect billing address. This resulted in a breakdown in relations with C neighbours.

The Ombudsman examined C's bills and could only identify limited evidence of network problems, as C had made substantial use of the phone. However, she did consider T was responsible for not recording C's address correctly and for not activating international roaming. T was therefore required to send C copies of all correspondence previously issued and to send C a goodwill payment in recognition of the distress caused.

21.2

C moved address and subsequently requested for his T account to be transferred to the new address. A year later, technical problems began and demands for money were received. C queried the technical problems and the demands with T, and it was discovered that there were two active accounts with T. C closed the account that appeared to relate to the previous address, and requested the payments from this account to be transferred to the current one. C also complained that there had been no resolution to the problem when telephoning T, and also stated that a number of letters were sent to T, but no reply received.

The Ombudsman believed on the balance of probability that T had failed to close C's previous account in error. However, she had not received clarification of payments and could not make a recommendation for a refund at that stage. On this point, the Ombudsman advises C that they should provide evidence of the incorrect charges and the payments made. When this had been received, she could make an accurate refund. The information provided suggested C had also received poor customer service, and the Ombudsman required T to provide a nominal gesture of goodwill, and a letter of apology.

21.3

C complained to T about information provided by T when enquiring about international roaming in Bermuda. This led to C not having a working handset during a trip abroad. T stated that C had not asked about the handsets capabilities, and as it was dual band,

then the roaming would not work. C incurred costs calling T from abroad and addition phone card costs. T was willing to provide a refund of the costs of using a friend's phone, but not the phone cards, as there was no proof. C then sent letters to T, but complained about not receiving a response. T denied that any letters had been received. C then cancelled the DD in an attempt to get a response, but this led to the disconnection of the line for non-payment. C contacted T regarding compensation, and stated that an offer had been made by T, but T also denied the facts of this offer. C then requested cancellation of the contract, but this was declined by T.

The Ombudsman did not support the cancellation of the contract, but felt it was clear that C had received poor customer service, and had incurred costs. She required T to make a goodwill gesture to fully take into consideration the costs incurred and customer service issues raised. She required T to refund the account with all line rental charges incurred since C's line was disconnected as a further goodwill gesture. When any outstanding balance was cleared, T was to reinstate the service without penalty. The Ombudsman required T to provide a breakdown of the account, and this was to include a written apology.

22.0 Internet Connection

22.1

C claimed to have been mis-sold a broadband package because it was not compatible with C's MAC software. T claimed its broadband was MAC compatible but said it could not provide technical support, as its staff members were not trained on MAC computers. T did not provide any evidence of having informed C of this at the time of sale. The Ombudsman found that this amounted to mis-selling. C claimed to have been passed around a number of different companies in order to get the problem resolved. T did not comment on this beyond saying its staff members were not trained on MAC computers. The Ombudsman found this amounted to poor customer service. C sought to claim compensation for mis-selling along with damages for the initial set up costs and the cost of repairs to C's computer and the cost of calls to T to try to rectify the faults. As C had only provided evidence of one invoice, this was the only sum the Ombudsman could award by way of damages. The Ombudsman required T to write to C apologising for the mis-selling and poor customer service. She required T to reimburse C with the amount of damages C had proved and to pay a sum as a goodwill gesture to reflect the mis-selling and poor customer service.

22.2

C was provided with a free upgrade to his business broadband service by T. This caused problems with his internet connection and emails. T tried to rectify the problems but was unable to remedy the faults for a period of 26 days. This caused disruption and business loss to C leaving C substantially without access. T denied liability referring to its terms and conditions but offered a good will credit of 6 months service charges.

The Ombudsman found that T had failed to provide a service with reasonable skill and care and required T to compensate C at the level set out in the Service Level Guarantee at a fixed amount per day. T was also required to credit the service charges for the period C was without a service and to provide a goodwill gesture to compensate for C's business costs and for T's delay in replying to C's letters.

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22.4

C complained that the broadband service kept shutting down and that C had spent many hours on the telephone to technical support trying to resolve the problem. C claimed the problem still occurred. T claimed that technical support had resolved the problem and provided usage reports that showed the Internet connection being disconnected and reconnected within a very short period of time on numerous occasions. The Ombudsman found that these reports supported C's claims about the broadband service shutting down. C claimed to have requested termination of the service in January but T's notes were incomplete and did not indicate a termination request until March. T disconnected the service for non-payment in April. C claimed this was done without notice but T claimed to have sent a letter the same day informing C of its actions. C claimed to have sent faxes to T on a number of occasions and had sent fax receipts to prove this. T's records indicated that a letter of complaint had been received in May and that a customer relations executive had made two calls and left messages for C on one day in June. This appeared to have been the extent of T's efforts to resolve the issues. The Ombudsman found that this was poor customer service. C claimed compensation for loss of earnings. T pointed to its terms and conditions that stipulated that T would not be liable for any losses. The Ombudsman could not comment on whether or not these terms were enforceable as only a court can decide but could not award damages to compensate C for loss of earnings, as C had not provided any evidence. The Ombudsman required T to allow C to terminate the service from the date of disconnection and to write to C apologising for the problems with the broadband service C had experienced and for the poor customer service received. She required T to pay a small sum as a goodwill gesture to reflect this.

22.5

The Ombudsman was disappointed to find C suffered from T's poor level of customer service from the outset of the case. T delayed in activating the services far beyond its initial aim of 14 days after sign up. The BB service was activated however due to technical problems C could not access his account. C proactively sought advice from T's Technical Support Team and was repeatedly assured the problem would be resolved either by the end of the day, or in two days. It seems the Technical Support advisor explained the problem could be totally resolved in a matter of hours. However, the Ombudsman found no evidence T acted to resolve the issue and C cancelled his services. The Ombudsman considers T failed to provide C with services that worked properly from the outset of the case.

The Ombudsman noted T credited C's account for loss of use of service, and has offered a goodwill payment in recognition of its customer service issues raised. The Ombudsman considers however that T should increase this offer to equate to the outstanding balance on the account. Furthermore the Ombudsman requires T to ensure C's credit history has not been adversely affected by its actions.

22.6

C upgraded C's dial up internet package to broadband in and had been making payments for the internet service since. Recently C noticed that C had been making payments for both dial up and a broadband service since. C complained to T yet it would only offer C a credit equivalent to four months payments. C advised C was not happy with this offer and complained to T in writing on three occasions, including via a recorded delivery, but received no response. T offered the Ombudsman no information regarding this case. From the evidence available the Ombudsman considered that C had made overpayments since it was set up and therefore required T to refund C all overpayments for the dial up account since then, and credit C's broadband account with a small goodwill payment for T's lack of response to C's complaint.

22.7

C applied for T's broadband internet service. T failed to deliver the modem C required. C complained. T offered C to credit C's account for the charges C had paid for the period when C could not access the internet. C accepted. T applied the credit. C then complained it was not a full month's credit. C also complained about dial-up internet charges that had appeared on the bill.

The Ombudsman accepted that it was reasonable that as C had only been unable to access broadband for a few days that T should only credit his account with pro-rata charges in respect of that period. T's bill suggested that C had accessed dial-up internet before receiving the broadband internet, and therefore concluded the dial-up charges were valid. T was required to make a goodwill credit to C's account in recognition of some customer service failings.

22.8

C entered into an agreement with T for BB service. Within days of attempting to connect to the service C was unable to satisfactorily do so. C therefore requested that the service be cancelled. T did not cancel the service and when C made further requests for cancellation T applied termination fees to the account. C sent a letter to T about the problems with the service and the cancellation. T merely acknowledged the receipt of the letter.

T informed the ombudsman that it had agreed to cancel the account and that C had repeatedly been told that the termination charges would not be applied and the account would be closed.

The ombudsman concluded that C had never received a satisfactory BB service from T hence any payments C had made for the service should be refunded. T must cancel the account and remove the termination fees it had applied. T must also send a letter to C advising that this would be done. T must also send a letter of apology to C for failure in customer care.

22.9

C contacted T to complain that C was unable to connect to the broadband service. T failed to rectify the problem and continued to charge C for the service. C complained, but T failed to respond.

The Ombudsman concluded that, on the evidence provided, T had provided C with a poor service and required T to terminate the contract without fee and provide C with a full refund. T was also required to offer C a goodwill payment for failing to deal with C's queries and complaints.

22.10

C was unable to email C's work from home because the email address provided by T was blocked by C's company's email filter. C discovered that the filter used a list of barred company's which included T. C contacted the company that compiled the list. C was informed that spam e-mailers had been using some of T's email addresses to send junk email, so all T's addresses were barred. T stated that it was taking action to prevent spam e-mailers using its addresses. It had contacted the company which compiled the list and had had its name taken off.

The Ombudsman was satisfied that T had taken appropriate action to prevent spam e-mailers and to have its name taken from the list. T had failed to answer some of C's correspondence and therefore was required to apply a goodwill credit to C's account.

22.11

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

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

22.12

T provided C with a pay as you go type internet package. C decided to change to T's Anytime package. Following the date of change C e-mailed T to clarify the account was an Anytime account and not a Pay As You Go package. T confirmed that it was and gave C step by step written instructions by return email. C continued to have doubts about the settings and after receiving a quarterly bill discovered that the charges were for a Pay As You Go type package. C contacted T and customer service confirmed that the Pay As You Go account would be deleted. C received a further bill showing Pay As You Go charges and not Anytime. C wrote a letter of complaint and T responded notifying C that it was the responsibility of the customer to check the settings.

The Ombudsman considered that C had made reasonable and prompt enquiries into whether the internet settings were correct after having doubts, even before receiving a high bill. C had been given the procedure both in writing and over the telephone. The attempts at setting the correct numbers had failed and C had been charged for the P.A.Y.G call charges. The Ombudsman agreed with T that it was the responsibility of the customer to change the settings but these do not appear to have worked from the outset in this case. She considered that there had been a failure by T in giving the customer support and easy to follow advice despite several attempts to establish the correct settings by C. T was required to refund the call charges paid by C from the date when the initial advice was given until closure of the account.

22.13

C was offered a free upgrade of her broadband from 150k to 256k. Later C decided to upgrade to 512k and on undertaking a speed check ascertained that the speed of her connection was only 104k. C contacted T to complain about the issue and wrote letters of correspondence. C further requested to T to check whether her connection had been upgraded to 512k as speed check only showed a speed to 140k. C says that although the broadband issue was eventually resolved T incorrectly advertised connection speeds and that it failed to address her concerns.

The Ombudsman found while T attempted to acknowledge the customer's dilemma it failed to appreciate and respond fully to the customer's concerns. The Ombudsman found that this amounted to poor customer service particularly as the customer had wrote to the company and failed to receive a response. On this basis it was required to provide a goodwill payment and issue a letter of apology.

22.14

C subscribed to T's internet service. For three weeks C was unable to access the internet. During that time C contacted T on many occasions, and was given a variety of advice. T then repaired a fault on the line and C was able to access the internet. C complained about the misinformation given, and asked for a refund of the charges C had paid for the period of time that C was unable to access the internet.

The Ombudsman was of the opinion that T had been responsible for the fault on the line, and that C should not have to pay for the period of time that C was unable to access the internet. Therefore T was required to apply a credit C's account to recognise this, and other customer service failings identified.

22.15

The Ombudsman found T was unable to fulfil C's request to transfer his package onto its newly advertised 512k BB package. T advised C of this immediately. Despite numerous upgrade attempts in the intervening period T advised C it was not possible. C followed T's internal complaints procedure to no avail. The Ombudsman considers this a poor example of customer service.

The Ombudsman welcomed T's previous goodwill credits to C's account. In light of the further customer issues raised on this case she requires T to make a further goodwill payment. In resolution to C's upgrade she requires T to cancel C's present package and register C on the 512 BB service C requested without charging any connection fees in doing so.

22.16

C used internet dial up services from T and complained about slow access speeds. T tried to boost the speeds but with no effect. C was given the impression that he should be able to get higher speeds. T sent an engineer to try to increase speeds but again with no effect. T then sent C a bill for the engineer's visit which had been instigated by T. C complained and T removed the charge for the engineer's visit. There was no improvement in the access speed.

The Ombudsman found that the customer service had been poor. C was led to believe he could achieve a higher speed than was possible, T had not replied to his letter of complaint and invoiced C for the engineer's visit without advising C that this would be chargeable. The Ombudsman required T to provide a credit as a gesture of goodwill. The Ombudsman could not require T to increase the access speed and recommended that C consider broadband access if he required higher speeds.

22.17

C complained to T about periods when the BB service was disconnected. T appeared to clarify that an original disconnection occurred because of confusion surrounding a house move, with later disconnections occurring because of an outstanding balance on the original account. C stated that when T was contacted it stated the account was up to date putting further confusion on the matter.

The Ombudsman required T to ensure that C had a working BB service at the property, but only after the outstanding balance was cleared. However, to take into consideration the errors made by T, as well as the poor customer service and periods of no service, she required T to reduce the outstanding balance with a goodwill credit. The Ombudsman believed it was important for T to confirm in writing to C, the exact reason for the disconnections, and this was to be provided with a full apology.

24.0 Mis-selling

24.1

C entered into a 3 year telephone contract with T to provide business telephone services which, if C's business closed, could be transferred to a domestic line. C claimed that T had not sent a welcome package to allow C to terminate the contract if C wished. T did not hear from C and provided the agreed services. C's business ended. C did not want services transferred to C's domestic line and claimed that this had not been part of the agreement. C did not pay his account and T ended services and added a termination fee to C's account.

T was prepared to cancel the agreement on receipt of documentary evidence about the closure of C's business. C did not send this.

The ombudsman concluded that a valid agreement existed between C and T. The ombudsman felt that an offer by T to close the account without implementing termination fees, on receipt of documentary evidence from C was fair and reasonable. The ombudsman further concluded that C was liable for the services C had used.

24.2

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

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

24.3

C complained a rep from T mis-sold a service based on the promise of cheaper calls. C signed an agreement to change over to T's service however, C claimed to be unaware it was a contract. C complained to T when the bills were showing to be higher than his previous supplier. C complained T failed to return calls when promised, lost correspondence and failed to answer it, and was promised resolution of the problem. One advisor had informed C that the rep had sold C the wrong service.

From the balance of evidence available to her the Ombudsman considers C possibly the victim of mis-selling. However, the Ombudsman found C had signed a document that clearly indicated that it was a 3-year contract. It also set out the prices and terms and conditions. When C signed the contract it was in acceptance of the terms and conditions. The Ombudsman cannot find any justification for releasing C from the contract without incurring the early termination fee.

It was apparent that C had suffered from a shortfall in customer service from T. In recognition of this the Ombudsman directs T to pay a nominal amount as a goodwill gesture.

24.4

C was contacted by a dealer contracted by T. C believed they would be signing an agreement with the dealer and not T so believed they had been mis-lead. T stated that it was made very clear to at the beginning that the dealer acted on behalf of it and so the services would be with T. C had finance with another company and T stated that the settlement figure could be incorporated into its deal. However, due to C's credit file T could not secure enough finance for C and C was to remain responsible for their own settlement figure. T, in error, billed C for the settlement figure but it rectified this. C requested to escalate their complaint but they were not allowed to do this and C was not advised about the Ombudsman. C experienced a poor level of customer service. T made an offer to C to incorporate their existing finance and would give C a cash back amount.

The Ombudsman considered that T did not misrepresent itself through the dealer when selling its services to C. The Ombudsman believed that an element of miscommunication had occurred in this instance. The Ombudsman was satisfied with T's explanation for it not sending C a cheque for the settlement fee and for why they were later invoiced for that settlement fee. Nevertheless, the Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance as the complaint had been prolonged in an unnecessary manner and C had not been advised about or referred to her office for intervention. The Ombudsman required T to fulfil the offer it has proposed. T was required to write a letter of apology and a goodwill gesture was awarded for the shortfall that has occurred.

24.5

T contacted C and advised them on its pricing structure. C agreed to transfer their services but when they received their bill they disputed the charges. C claimed they had been mis-sold the package and that T had misrepresented its prices at the point of sale. However, C had a special rate package with their previous provider and T had claimed

to be cheaper than that provider's standard package and not the special package. C had been registered with the telephone Preference Service and was concerned that they were still contacted by T, this matter was investigated by the Information Commissioner and T had taken measures to address this matter. C wrote several letters to T and requested written responses but this did not happen.

The Ombudsman was satisfied that T had not misrepresented its prices to C. However, she was concerned that T contacted C even though they were registered with TPS. The Ombudsman was also disappointed that T failed to respond to C in writing especially as they had requested this type of response. The Ombudsman required T to provide C with an explanation as to why it contacted C when it was registered with TPS. T was required to make a nominal goodwill gesture for failing to respond to C in their chosen manner. C was to remain responsible for the outstanding account balance.

24.6

C contacted T to have BB installed. C explained that her line and computer are in different parts of the house and would need to stay like that. C says T advised that it would be okay to proceed with BB. T agreed to send C the equipment. The equipment was late arriving and the CD did not arrive at all. C contacted T many times and was assured that a CD would be sent. C was unable to download BB from the internet. C employed a consultant to install the BB, C discovered that a long cable would be needed and that the service would not work. C has complained to T and has continued to pay the monthly charge.

The Ombudsman is disappointed by T's failure to submit a case file. The Ombudsman requires T to refund C the BB service charges.

24.7

C represented a small business. T was approached and agreed that it could provide specific services if the telephone lines were transferred to it. Following the transfer it became apparent that it could not deal with these services. There was an extended delay before the service was transferred back to the original provider and this caused C to suffer loss of business.

The Ombudsman was of the view that there had been a loss of service due to mis-selling and invited further details of the business losses as these had not been provided.

24.8

C received a call from T and thought they were dealing with their line provider. C agreed to the tariff offered. Some time later C realised that their service had moved to T and cancelled the account. As the account was cancelled after the cooling off period an early termination fee was applied to C's account. C experienced a poor level of customer service.

T's recorded calls confirmed that C did agree to transfer their service to it. The Ombudsman was concerned by the wording T used in its sales call and this could have mis-led C. The Ombudsman believed that a shortfall in customer service had occurred in this instance. T was required to reduce the early termination fee and make changes to its sales call.

24.9

C received a sales call from T during which C refused to use T's services. T took C's line despite this and when C cancelled, applied an early termination fee. T admitted that C had refused its services and that C's cancellation was not a breach of contract and that it was not entitled to an early termination fee. T conceded that C had been advised on several occasions that credits had been raised to clear the early termination fee but that this had not been done. C had paid for the calls made as C realised that they must be paid for, but refused to pay the early termination fee. The Ombudsman required T to waive all charges and fees apart from the cost of calls made. She required T to write to C apologising for taking C's line without permission and confirming that no adverse credit history had been created. She also required T to pay C a sum as a goodwill gesture to reflect this.

24.10

C was approached by T's salesperson and offered a deal that C believed to be on a one month trial basis with no commitment. C agreed to this but after a month decided to utilise another Service Provider. T advised C if C cancelled C would incur a termination fee as C had agreed to a three year contract. C disputed this and complained. C contacted T on numerous occasions and in writing but to no avail. The Ombudsman found that T had supplied sufficient evidence to confirm C's acceptance of its contract and therefore C remained liable for this. However the Ombudsman also found that C had received a shortfall in customer service from T and required T to credit C's account with a small goodwill payment.

24.11

The Ombudsman considers T failed to provide a satisfactory level of customer service to C. There is insufficient evidence available for the Ombudsman to know what was agreed in the initial sales discussion however on the balance of evidence presented she considers C was misadvised about the cancellation charges of the former service provider and those of T.

The Ombudsman considers it might have been prudent for C to have become conversant with the terms and conditions of the agreement within the cooling off period. There was no evidence C did this and therefore incurred early cancellation penalties in accordance with the contract.

The Ombudsman welcomed T's offer to reduce the outstanding balance on the account by 50% on the provision C pays the remainder. In light of the customer service issues

highlighted the Ombudsman and possible misinformation provided the Ombudsman considers T should waive a further amount as a goodwill payment.

24.12

C received a welcome letter from T but they had not agreed to accept T's services. C contacted T and stated the name on the account was incorrect but T did not understand that C meant the account was set up in error. C requested for the account to be cancelled but the disconnection failed due to a provisioning error and was made active again. C wrote several letters to T but did not receive a response. C experienced a poor level of customer service. T cancelled the account and cleared the outstanding charges. T also made a nominal goodwill offer for the inconvenience C had been caused.

From the evidence presented to the Ombudsman, it appeared that C's account may have been set up in error. She found it unfortunate that C's initial request for disconnection failed due to a provisioning error. The Ombudsman was pleased to note that T had now cancelled the account and cleared the outstanding balance. She was also pleased to note that T had offered a goodwill gesture and the Ombudsman considered this adequate recompense for the complaint that had been brought to her attention. The Ombudsman required T to fulfil its goodwill offer and write a letter of apology for any inconvenience C had been caused.

24.13

C stated that after being contacted by T no agreement for services was given, however services were applied. C added that a poor level of customer service was received from T in attempting to resolve the complaint. T stated that C gave agreement for services and that usage had been made on the account. The Ombudsman concluded that C is accountable for the usage incurred on the account and that the 12 month agreement stands. As C had used the service over a prolonged period, she found it probable that C was aware of the terms of the agreement. The Ombudsman is satisfied that C did not receive an appropriate level of customer service regarding the delay in dealing with the complaint and this was a shortfall in customer service. Therefore, T was required to offer C a goodwill credit and to send a copy of the initial sales call as previously requested.

24.14

The Ombudsman concluded C has suffered from a shortfall in T's customer service. C claimed to have been mis-sold services, and then charged for services T failed to provide. The Ombudsman does not have enough information available to her to conclude if C was charged correctly for the period his services were with T. However, in light of the customer service issues raised the Ombudsman requires T to refund a small sum as a goodwill payment. Furthermore, the Ombudsman directs T to waive any outstanding charges on the account and ensure C's credit history has not been adversely affected by it actions.

24.15

Case Summary

T approached C to transfer their services to it. C had a contract for calls and claims to have agreed to a line rental only contract. When C's services were transferred T took over calls and line rental and C said they were in breach of contract with their call provider. T stated that the signed contract clearly highlighted the call charging information and that C did not query this. By signing the contract C had agreed to the terms of that contract including the early termination fee. C transferred their services and incurred the early termination fee which they disputed. C stated that the contract with T was illegal as it had made them breach their contract with their previous call provider. T made C an offer which was after their agreement with the call provider had finished they could return to it to fulfil the contract in place but this was declined by C.

The Ombudsman found C's situation to be unfortunate but considered that they had willingly signed a contract that included details on call charges. The Ombudsman was not presented with any evidence to suggest that T had deliberately instigated a breach of contract between C and their call provider. Therefore, she considered the contract between C and T to be valid and the termination fee had been raised appropriately. The Ombudsman noted T's offer and she considers this to be reasonable. C had two options, either to accept T's offer or remain responsible for the outstanding balance, including the termination fee, on their account.

24.16

C says that T subscribed C to its telephone service without authority and that C did not realise that this had occurred until C received an overdue bill. C says that they contacted T to request the cancellation and migration back to her previous provider. C says that this did not happen and C has continued to receive invoices despite making repeated requests. T says that it carried out the sign-up with the customer's authority although is unable to locate the voice records at present. T also says that it cancelled the account at the customer's request. However it was subsequently advised to re-instate the line at the request of the other provider in order for the migration to be carried out. T accepts that it received correspondence from C which it did not follow up.

The Ombudsman is concerned that no one at T took the initiative to resolve C's issue despite her contacting the company on numerous occasions via telephone and correspondence. The Ombudsman found that this amounted to poor customer service on part of the company particular. On this basis the Ombudsman requires T to provide a goodwill gesture for the inconvenience it has caused. The Ombudsman also requires T to confirm in writing to the customer that her account has been cancelled.

24.17

C received a call offering cheaper calls than the present provider. C accepted the offer and a holiday voucher for £250. When C received the first bills, C felt that the bills were more expensive and asked T to investigate. C provided T with previous bills only to be

informed that its price promise was only against BT bills. C complained to T and T responded, but C remained dissatisfied. The Ombudsman concluded that there was insufficient evidence to show that C was mis-sold the service or that the calls were dearer. However, T should have informed C earlier that its price promise was not valid against every provider. T was also required to assist C in acquiring the holiday voucher from the agent who was selling T's product. T was required to provide C with a goodwill credit for the delay in providing C with the correct details of its terms and conditions.

24.18

C agreed to a contract with T but cancelled it within the cooling off period. T continued to charge C for a service. C made several complaints to T. T investigated and confirmed the account would be closed and the charges cleared.

The Ombudsman was satisfied with T's actions and did not require it to take any further actions.

24.19

C purchased a phone provided by T on the basis of a recommendation from a third party retailer. The retailer informed C that C was entitled to send free text messages every month. However, after three months C started to be charged for text messages. C complained to T. T explained that the offer was only for the first three months and that if C had been misled about this C should complain to the retailer.

The Ombudsman agreed with T that as the retailer had told C about the free text messages, they were responsible if C had been misinformed. T was not required to take any further action.

24.20

T contacted C and offered 25% reduction in call charges compared to current service provider. C accepted but after a few months disputed the fact that his call charges were cheaper. T claimed this was because the prices were based on the other providers standard call charges. C disputes that T informed him of this on his initial contact T responded and advised that details of the call prices were sent to C in the welcome pack. C cancelled service and T raised a cancellation fee.

The Ombudsman said that without further evidence that T should not charge C a cancellation fee. C is liable to pay all call charges to T.

24.21

C received a call from T offering its services. C requested information about the service but T proceeded to transfer C's service despite C making it clear that this was not required. T accepts that a request to cancel was received and states that the

cancellation process takes 15 days however it had still not cancelled the account after 6 months.

The Ombudsman required T to send C a letter of apology and provide a small goodwill gesture.

24.22

C has stated that he was miss advised over the terms of the contract when he initially subscribed to T's service. C says that they also experienced technical issues with the handset as the GPRS failed to connect and requested cancellation of the contract. Initially there was a dispute as T stated that C would be liable for termination charges. T on examining the original sales call details agreed that there had been inconsistency and approved the termination and a cancellation of all charges. However this did not happen and C continued to receive further invoices and the matter referred to the Debt Collection Agency on two occasions. It later came to light that the handset needed to be returned, C says that T did not advise of this earlier. C continued to contact C in an attempt to cancel the contract.

The Ombudsman found that T had miss-sold the service to C based on the incorrect advice given. The Ombudsman welcomed T's initiative to terminate the customer's account and cancel all charges. However, the Ombudsman was concerned with service the C had received from the initial miss-selling of the contract, to service issues experienced with the handset and the inconsistent approach with which the disconnection process was managed. The Ombudsman found that these issues amounted to poor customer service on part of T and therefore requires it to provide C with a goodwill payment.

24.23

C was called by T. C thought that T was part of her current service provider. C then realised T was not and so called and cancelled the transfer of service within the cooling off period. C then started to receive bills from T. C contacted T with regard to this but still continued to be billed. C sent a letter to T but received no response.

T said it did receive the cancellation request but that this failed. Consequently C's service was transferred to T. T said that it has now removed all charges from the account.

The Ombudsman said that T should send C a letter of apology and confirmation that the account is now closed and the balance is zero. T to also award C with a nominal goodwill payment.

24.24

C received an unsolicited call from T's advisor and was given incorrect information about call rates. When C received the telephone bill c noticed that the calls where c was

supposed to make savings were more expensive. c tried contacting t, but found that no one took ownership even after three letters. C also disputed one PRS call on the bill. The Ombudsman was disappointed that T didn't supply a case file. The Ombudsman felt that C had received poor customer service levels from T as no one took ownership of the complaint. The Ombudsman required T to give C a goodwill gesture and ensure that the credit rating of c would not be affected.

24.25

C received a telesales call from T offering to provide telecom services. C agreed to an information pack but did not agree to transfer the service. T transferred the service and C telephoned to complain. C was told he would have to pay an early termination charge. C complained.

T was unable to supply a copy of a signed contract or a tape of the telesales call. The Ombudsman accepted that C had not agreed to the transfer and required T to credit the early termination charges. C was required to pay for the services used from the start to disconnection.

24.26

C received a telesales call and agreed to a mobile phone contract from an independent third party retailer. C returned the phone within the cooling off period and was reimbursed for the postage. The first month's rental was taken from C's bank account by direct debit. C complained to T and was advised to claim through the bank under the direct debit indemnity. C's bank would not refund C's account and C complained again to T. T processed a refund cheque and this was sent to C. C requested compensation for the cost of his calls and for the inconvenience. T refused. C referred his complaint to Otelo.

The Ombudsman found that T's customer service had been of an acceptable standard. It had correctly referred C to his bank and then processed a refund when the bank refused to do so. The Ombudsman was unable to accept C's claim for compensation.

24.27

C received a letter from C's telephone service provider. It stated that another provider, T, had taken over the telephone line. C stated that C had not been aware of this change. C obtained T's contact details and complained to it. T stated that C's spouse had signed the contract. C stated that the signature on the contract was not C's spouses, and that it had been forged.

The Ombudsman noted that the contract had been in the name of C's company, and that either C or C's spouse had authority to sign it. The contract was apparently signed by C's spouse, and C had not submitted any evidence to show the signature was not C's spouses. T had also record of speaking to C prior to the contract starting in which the

account was discussed. Therefore, the Ombudsman concluded that the evidence suggested that C had entered into the contract and required no further action of T.

25.0 Network Coverage

25.1

C experienced problems with service and complained to T. T noticed that C had experienced problems and attempted to resolve, but refused to cancel the contract. It was clear to the Ombudsman from the invoices that C had received poor coverage as this was evidenced by dropped calls on the invoices. The Ombudsman noted that C had purchased the handset via a third party retailer and felt that the retailer should have checked the coverage in C's area before inducing C to enter into a 12 month agreement. Nevertheless the Ombudsman felt that C should have returned the handset to the retailer within the 14 day money back period if C was experiencing problems at the time. The Ombudsman noted that C had experienced problems with the service and appreciated this but felt that C needed to allow T the opportunity to carry out diagnostics on C's handset. Whilst there were indications that C had received poor customer service levels from T the Ombudsman felt that T's proposals were fair and reasonable in light of the circumstances. However, the Ombudsman recommended that C only paid T half of the termination fee. Once this payment was made T were required to provide C assurance that no adverse information has been recorded against C's name and any that had, had been removed.

25.2

C's complaint revolved around the phones reception, the returning of the handset for repair and also the assistance offered by T's helpline in trying to rectify the problems. C used the phone for business reasons however it would often cut out mid conversation, that the phone had been returned twice before C's first letter of complaint in January 2005, but to no avail, and also that C has been given incorrect information by T regarding its phone, returns and also in trying to deal with the complaint. C had a second handset that is a different model which has caused C no such problem. C had problems with the delivery of the replacement phone which was faulty when it eventually turned up. C sent emails to T but to no avail. C was escalated to T's High Level Complaints but deadlock was reached. The Ombudsman found that although C was no eligible to claim for loss of business, there was a shortfall in customer service. The Ombudsman required T in addition to its proposal to close both contracts with zero balance and to stop all collection activity, to also offer C an apology and a small goodwill payment

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25.5

C took out a contract with T. C says within 14 days C took the phone back to the supplier and was provided with a new handset. C says that C has experienced poor levels of network coverage from the start of the contract. T says that this was not reported for the first three months and the levels of usage are reasonably high suggesting usage.

C says that C reported a fault to T and C could not wait on for the courier to collect the handset. C says that T advised C to take the phone to a specific retail outlet. T acknowledges that this retail outlet and says it is willing to issue an apology to C for this. T says that it has reflected this error in its training and procedures.

C says it has had handset problems and has had two replacements. C says C is experiencing more problems which C believes will result in a third handset. T has offered to replace C's handset and to credit C's account due to no usage after a fault was reported.

26.0 Nuisance Calls

26.1

C requested services from T. DD was set up but payment failed. C made one off payments but T threatened service suspension. The payments issue was resolved but only after several months. T offered a goodwill gesture in recognition. The Ombudsman found that the resolution was unnecessarily delayed and required T to apologise and improve its goodwill gesture.

27.0 Number Porting

27.1

C wanted to transfer a mobile phone network to T and went to one of T's stores to ask for advice. C was advised to obtain a PAC code and that C would then need to purchase a new SIM card. C followed this advice and on transfer C was unable to access the services. C's phone displayed the message 'SIM not valid'. C went to another of T's stores for help and was advised that the phone would be active later on that day. This did not happen and C visited another store when she was advised that the phone was locked. C was unable to get the phone unlocked and felt there was no option but to transfer back to previous supplier. C was unable to use the mobile phone for two weeks whilst the transfer was arranged and lost credit on the phone. C wrote to T to complain and requested compensation. T apologised but refused to compensate C.

The Ombudsman believed that C had received poor advice from T's stores and required T to provide a refund as a goodwill gesture to compensate C for the shortfall in its customer service and to cover C's loss of credit.

27.2

C sold their business on a contractual monthly payment basis to another business. In the contract, C included a clause which stated the phone numbers would remain the ownership of C, the business had been paid for in full. T stated C had no legal right to enter into an agreement with someone else over the ownership rights of a telephone number, and highlighted that its T's & C's clarified this point. C then attempted to use the telephone number as a bargaining point for obtaining the outstanding balance on his business, but this attempt backfired and the telephone number was passed to the other business. T stated it had acted in good faith, but C stated the number should have been frozen as per a request. T stated that this was not standard practice.

The Ombudsman appreciated the frustrations and concerns that C expressed, but did not believe T had acted incorrectly and she believed a telephone number was not property that could be used in any contract. Therefore, the Ombudsman suggested the contract drawn up by C was not legally binding, and she believed it was not appropriate for either T or herself to get involved with a dispute which had more to do with money owed to C than any telephone issues. The Ombudsman required no further action to be taken by T and she did not believe compensation was appropriate.

28.0 Payments

28.1

C did not pay their bill to T and T barred C's service. C complained to T and requested compensation for their calls being barred. T advised that as outlined in its Terms and Conditions it was able to bar a service if payment was not made. C claimed to have received a poor level of customer service.

The Ombudsman was satisfied that T had acted appropriately throughout C's complaint. The Ombudsman believed that T had provided C with a satisfactory level of customer service and therefore required no further action to be taken by T.

28.2

C set up an account with T for a mobile phone with payment being made by DD. These DD payments failed and payments were made using a Debit Card however due to the nature of the card and the time it took for payment to arrive on the account confusion was caused. In addition T found that it had not implemented an insurance policy ordered and paid for but a refund was provided for that.

The Ombudsman found that T had provided poor customer service and a small goodwill gesture was required. In addition help was to be given in organising a replacement insurance policy and a full statement of account was to sent to C.

28.3

C had set up a continuing authority to pay his bills by credit card. There had been some problems with this but T had been unable to take them up with C's bank due to data protection considerations. While this was going on, T restricted C's service. T restored the service within 24 hours, apologised to C, allowed C to terminate the contract without penalty and waived the balance on C's account. In view of this the Ombudsman did not require T to take any further action in this case.

28.4

A third party acting on behalf of C set up C's account and used their credit card details to do this. C then contacted T to change the payment details. T failed to change the details and took payments from the third party's account. C was also making payments and their account t was in credit. C asked for a refund but did not receive this. T maintained it arranged a cheque for C. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred in this instance. The Ombudsman was pleased to note that T had arranged a refund cheque for C but she was disappointed that this was not done at an earlier stage. A nominal goodwill gesture was awarded and T was required to write a letter of apology for the shortfall that had occurred.

28.5

C received a letter chasing payment. C contacted T to dispute and informed T that he had paid this amount previously due to a duplicate payment made by C's company. C says that T said it did not have time to investigate his complaint and referred the amount to a debt collection agency.

The Ombudsman said that T should remove the debt and C's details from the debt collection agency database. T to send a letter of apology to C and to credit the account with a nominal goodwill payment.

28.6

C received a letter chasing payment. C contacted T to dispute and informed T that he had paid this amount previously due to a duplicate payment made by C's company. C says that T said it did not have time to investigate his complaint and referred the amount to a debt collection agency.

The Ombudsman said that T should remove the debt and C's details from the debt collection agency database. T to send a letter of apology to C and to credit the account with a nominal goodwill payment.

28.7

C authorised T to take a payment from the bank account; however, 2 additional transactions were taken from the account. C has contacted T many times and sent numerous faxes.

The Ombudsman sympathises with C's frustration, however, having reviewed the case in some detail, she considers that C should ensure that the bank is re-contacted and get it to take the necessary action. The Ombudsman requires no further action from T in this case.

28.8

C contacted T to make arrangements to pay by DD as C was going abroad for 6 weeks. T did not acknowledge this. C returned from overseas to have arrears on the account and a late payment charge. C wrote to T and T did not respond.

The Ombudsman acknowledges that T has removed the balance outstanding as a gesture of goodwill and that a letter of apology will be issued. The Ombudsman requires no further action from T.

28.9

C contacted T to change payment method for one month from DD to Credit Card. Due to an incorrect action by the advisor money was withdrawn in future by CC method which incurred C charges. T stated to the Ombudsman that it had refunded all the administration charges and offered C a goodwill and an apology for taking a long time to action C's request.

The Ombudsman felt that T failed to action C's DD request within a suitable timeframe and had delivered poor customer service levels to C. Nevertheless, the Ombudsman believed that T had since tried to resolve C's issues. The Ombudsman noted that C had refunded the administration costs and had also provided C with a replacement handset. The Ombudsman felt that C should increase its goodwill gesture' provide C an apology and assurance that no adverse information had been recorded against C's name and if any had it had now been removed.

28.10

C had to cancel the monthly payment plan direct debit for a short time with the intention of reinstating it the following month. T then demanded payment in full for the next quarter and stated that this was because of arrears on the account. C disputed there were

arrears and that payment of this bill would mean that she did not have to start her monthly payment plan direct debit until the next quarter. C believed that T had taken an overpayment on the monthly payment plan and wanted it refunded. T insisted that it was right. C wrote to complain and T failed to reply to her complaints. Eventually T sent a statement of account which confirmed C's belief that she had not been in arrears.

The Ombudsman accepted that T was entitled to the payments and that C had not made an overpayment. However the Ombudsman found that T had provided poor customer service which had added to C's confusion and distress. T failed to reply to C's complaints. The Ombudsman therefore required T to send a refund cheque as a goodwill gesture to compensate for its poor customer service.

28.11

C had payment problems with T and so cancelled the contract. C then requested bill details and personal data but received no response. T contacted C and after further discussion agreed to clear the outstanding final balance but C declined this offer.

The Ombudsman said that T has let C down but that the offer to clear the account balance is fair in this instance.

28.12

T billed C for services provided and so C made payment by way of cheque. The payment was also made by way of a charge against the credit card of C causing a double payment of the monthly bill. C notified T and a credit was made to C by way of refund to C's credit card. This refund was never received on C's credit card. C notified T and provided copy statements in support. T wrote to C notifying that the credit would be reapplied. Again this was not received.

The Ombudsman noted that T should have no difficulty applying the credit as C had supplied the card account details and in any event T should already be in possession of these, as bills continued to be paid through this account. T had recognised that payment had not been received but failed to apply the credit correctly causing C to chase on a monthly basis after receiving monthly credit card statements. The Ombudsman required the credit to be sent to C by way of a cheque as T appeared unable to apply this correctly. T was also to send C a written apology for failing to rectify the problem and send a small goodwill payment for the inconvenience caused and to cover the costs of the calls to T and C's credit card company.

28.13

C said that he cancelled the call package. T records did not show any contact having been made by C in relation to cancelling the service.

C's service was then barred. Upon contacting T C was advised that C owed some rental. T records show that the service was barred due to the fact that full payment of the package had not been made.

The Ombudsman's opinion was that unless C could provide proof of cancelling the call package, then C was liable to pay the remaining balance as soon as possible. It was noted that the reason for the balance being outstanding was not explained properly to C and so due to this the Ombudsman requested that T reinstate C's account and send a letter of apology.

29.0 Premium Rate Services

29.1

C received bill from T with international premium rate numbers on. C disputed calls with T and T advised C that they were liable to pay as calls dialled by rogue dialler. C sent letter to T but received no response. C paid the disputed calls as service was being disconnected for non-payment.

T said that it responded to C's calls and advised appropriately. T then refunded C's account with the amount of calls in dispute.

The Ombudsman said that T had let down C by not responding to letter but T's refund of the disputed calls was generous. T to send a letter of apology to C.

29.2

C was provided with telephone services by T but discovered that there were charges for unauthorised calls made from C's line. It appeared that these calls had been accessed via C's computer equipment from auto diallers that had been inadvertently downloaded. T had placed a PRS call bar on C's line following C's request on a previous occasion. T wrote and apologised for the delay in responding to the complaint and credited C's account in recognition of the time taken to respond, but maintained the calls. C maintained that the call bar should have been in place and that computer equipment had been protected following the previous incident regarding PRS calls. T stated that C was responsible for the call charges as they had been made from C's equipment and that protection was C's responsibility. T informed the Ombudsman that C had a PRS call bar in place only but that the calls were not PRS type but International numbers.

The Ombudsman sympathised with C in the distress caused by the unauthorised dialling of the international numbers. She was aware of the current problem but considered that the protection of a customer's equipment in accessing such services without authorisation was the responsibility of the customer. She noted that C had followed the advice given in relation to the barring of PRS numbers and the protection of equipment. T could not restrict access to numbers at its own discretion. It was able to bar PRS and international calls following the express instruction of the customer. It appeared that C had unfortunately not requested international call barring. She considered that T was

under a duty to provide advice on the customer's liability for protecting equipment from unauthorised use and to give the details to enable them to pursue the PRS providers through the regulatory body, ICSTIS and noted T had failed to provide full information to C for action. T was to provide full contact details for ICSTIS. T was also to provide full information on the services it offered for protection against both PRS and international call barring. The Ombudsman acknowledged that T had made the appropriate gesture of goodwill for the time taken to respond but required a further goodwill payment in recognition of the failure to more specifically address C's problem when responding by clarifying that the numbers were of an international nature rather than for PRS calls. C was responsible for the amount outstanding although T was to make contact and offer C an affordable payment plan.

29.3

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.

29.4

C received a very high bill from T that included premium rate calls that C did not recognise and had no recollection of being made. T stated that it had looked into the calls and could find nothing amiss with its accounting or calls made and that C was liable to the full amount. T did acknowledge there was an omission on free minutes and made a refund. No other evidence was proposed to indicate any other source for the high value calls. C was not made aware of any remedial action that could have been suggested to prevent a repeat over successive bills. C is therefore liable for the calls but T is to make a goodwill gesture for not making C aware of options available.

29.5

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

29.6

C disputed a telephone bill with T which included a number of PRS call charges relating to calls made to a satellite TV programme over a two month period. T maintained the charges were correct, but C disputed that any had been made, as C no longer had

satellite TV. Many letters of complaint were sent by C, but T replied maintaining its position.

The Ombudsman noted from C's correspondence that C used to have satellite TV, and believes it was possible that C was still able to get the programme in question by free view. On this basis, she felt T had applied the charges correctly, but had failed with its duty of care to C and should have informed C about the charges being incurred before the end of the billing period. The Ombudsman required T to make a goodwill gesture, to take into consideration the call charges incurred after a reasonable length of time. The Ombudsman required T to send a letter of apology, and this was to include a full breakdown of the outstanding balance, and the offer of a repayment plan.

29.7

C received a bill with unrecognised calls to a rogue dialler. The calls were disputed with T which requested payment in full. T required to offer an apology due to the poor customer service experienced by C and make a credit to offset the outstanding debt.

29.8

C received an abnormally high bill from T. It included a long call to a mobile number in Europe and unknown numbers used access the internet. T investigated the calls but found no problem with her service, that they were made on a metered call access dialled by numbers installed on C's PC. It stated C was liable for the calls.

The Ombudsman found C was liable for the charges as no other explanation could be found. She also asked C to consider whether anyone else had stayed in the household that could have made the calls.

29.9

C received a bill for his mobile phone with charges for text information services. T maintained the charges. C claimed that he had not received this amount of text information services and referred his complaint to Otelo. C was on an 18 month contract and an early termination fee was added to C's account.

T provided the Ombudsman with a copy of C's account history. This showed that C had paid previous bills for large amounts which included text information services in the preceding months without dispute. The Ombudsman found that T was entitled to payment of the outstanding amount but required T to provide a goodwill credit to cover the early termination fee as it had failed to provide a written response to C's email of complaint.

29.10

C received bill from T for a large amount due to Premium rate International Rogue Dialler Calls. C disputed bill from T and cancelled the direct debit. T maintained the calls as correct but C still disputed.

The Ombudsman said that the calls are correct and that the onus was on C to secure any equipment that was connected to the telephone line.

29.11

C received bill from T for a large amount due to Premium rate International Rogue Dialler Calls. C disputed bill from T and cancelled the direct debit. T maintained the calls as correct but C still disputed.

The Ombudsman said that the calls are correct and that the onus was on C to secure any equipment that was connected to the telephone line.

30.0 Privacy

30.1

C has stated that on signing a contract with T he requested that contract details be sent to his new address and this was witnessed by his partner. Instead T failed to do this and invoices were sent to his old address causing C's estranged partner to obtain C's new telephone details. T says that it was not aware that the customer wanted to change the address until a letter was received, C had signed the contract which contained details of his old address. T however stated that it would provide a goodwill payment for the error but C would remain liable for the remaining charges.

Based on the probabilities, the Ombudsman found T's gesture to provide the customer with a goodwill payment as fair and reasonable.

31.0 Reconnection

31.1

The Ombudsman concluded T failed to transfer its service's to C's new address or provide an explanation as to why it failed to do so. C therefore transferred the line back to T. C wrote on 2 occasions and made several calls to T to seek resolution to the issues.

T admitted its failure to provide a satisfactory level of customer service in this case. It offered to cancel C's Broadband account without charging a termination fee; a goodwill payment; to remove the package fees from the outstanding balance; and to credit the

call charges C incurred when calling it. T would maintain the outstanding balance on the account.

The Ombudsman welcomes T's offer of redress and recommends C considers it. The Ombudsman finds it a satisfactory offer in light of the customer service issues highlighted in this case

32.0 Refunds

32.1

C was promised vouchers when C transferred to T. C was informed that C would receive the vouchers automatically once she became T's customer. C contacted T on approximately twenty occasions and spoke with various departments. C says that C has also been put on hold for ten minutes at a time. C was told many times that the vouchers would be sent out but C did not receive any. C then cancelled the DD until the matter was resolved. C sent a letter of complaint to T but received no reply. The Ombudsman found that C had experienced a shortfall in customer service and required T to offer C a small gesture of goodwill and required C to pay the outstanding balance in full.

32.2

C agreed to T's mobile and landline services. C went on holiday. When C returned C had received the mobile SIM card from T. C discovered that the charges were higher than C's current provider. C therefore cancelled the service. T promised to refund all mobile charges to C. C disputed all the charges had been refunded. C also complained that T had charged C incorrectly for the landline, and that C had found it difficult to obtain any information from T.

The Ombudsman examined C's bills and concluded that C had been refunded all the mobile charges that had been applied. She also concluded T had charged C correctly for the other services provided. However, several instances of poor customer service was identified. Therefore T was required to make a goodwill payment to C.

32.3

C had several accounts with T and both parties agreed on refunds to be issued to C for some of the accounts. After a period of time C chased T for the refunds but did not receive them all. C continued to chase T for the refunds and had many lengthy contacts with T detailing C's complaint. C requested a manager call back but this did not happen. C complained in writing to T but did not receive any response. Upon bringing the complaint to the Ombudsman C advised that T had now issued all of the agreed refunds. The Ombudsman considered this aspect of the complaint resolved but felt that C had suffered shortfalls in customer service via lengthy delays and a lack of response to the complaint. The Ombudsman required T to issue C a written apology and offer a good will payment.

32.4

C signed up to T's BB, and stated a credit was promised as part of an offer; C also stated that further credits were promised as he got some friends to sign up. C said the offer also promised to give the friends credits on their bills, but stated that was not paid. C stated complaints were made to T, by email and telephone, and T promised the matter would be investigated. C stated that three letters of complaint were also sent, but complains that T failed to reply. C highlighted that copies of his correspondence had not been kept.

The Ombudsman was aware that C had not provided any evidence to support these claims, but could see the offer on T's website. Therefore, she has to believe C, on the balance of probability, and she required T to make the advertised payment. The Ombudsman also felt she had to believe, on the balance of probability, that C had not received an adequate level of customer service. She required T to make a goodwill gesture, and this was to be sent with a letter of apology. The Ombudsman advised C she could not make any recommendations about the friends' complaints.

32.5

C noticed money had been taken from the bank account, so C sent a letter to T asking for a refund. Despite a number of requests, T failed to refund the money that had been taken in error in relation to a telephone scheme that was not used or wanted. T provided an assurance that the money would be refunded and also acknowledged the error. However, T still failed to send the cheque payment as promised.

The Ombudsman required T to refund the money, and also to make a further goodwill gesture to take into account the poor customer service received. She required T to send a letter of apology.

34.0 Service Transfer

34.1

C received a telesales call from T and agreed to transfer her telephone services. C initially thought the call was from BT but did agree to a transfer once she had been informed who the company was on the understanding that her calls to 0870 and 0845 numbers would be included in the package. C received her bill and found that she had been charged for the 0845 and 0870 numbers and rang to complain. C made numerous telephone calls and wrote to T. C transferred her service back to her original provider. T agreed to refund all monies paid but C did not receive the refund.

The Ombudsman found that T's customer service was unsatisfactory in that it failed to return calls and did not send a full reply to C's complaint for over two months.

However, the Ombudsman accepted that T's offer to refund all monies paid was fair and reasonable compensation for the poor customer service. The Ombudsman required T to ensure that C had received the refund through the bank transfer or to issue a cheque refund within 14 days.

The Ombudsman also advised T to ensure that its telesales staff did not give the impression that they were calling from BT.

34.2

C received telesales call asking him to transfer his telephone services. C asked for further details but T went ahead with the transfer. C transferred back to his original provider but continued to receive bills each month for line rental and talk fees. C rang to complain but still received bills. C wrote to T and referred his complaint to Otelo when he received no reply.

T agreed to credit the line rental and talk fees, which had been generated through a system failure but asked for payment for the calls made. The Ombudsman accepted that T was entitled to the cost of the calls but required T to provide a goodwill credit for these charges to compensate for the poor customer service. The Ombudsman required T to write to C to confirm that the account was closed and the balance clear.

34.3

C was approached by T in relation to transferring telephone services. C agreed to transfer the calls only aspect of the service. C complained that the invoicing was wrong but T failed to act on this indication.

T did eventually provide credit for C's account but the billing did not reflect this credit. T also offered a better tariff to C.

The Ombudsman required T to prepare a revised statement showing the credits etc. In addition after this account was reworked if there was to be credit T was to provide it as a cheque if required.

34.4

C received a bill from T, not knowing it was a service provider. T had entered into a contract with an individual representing C, but who did not have the appropriate authority to do so. C cancelled the service and returned to a previous service provider. T applied an early termination fee.

T required to cancel the service without applying an early termination fee, but C liable to pay for the cost of the services that had been used in the intervening period.

34.5

C was approached by T offering reduced rates call charges. C requested written information as to the call charges and was later contacted by their original provider indicating that T was to take over the provision of his services. When C instructed that his service should not be moved T then contacted him to require a termination fee. Conflicting information was given by T and C experienced difficulties in discussing matters with representatives. T did acquire the account and when instructed to return it to the original provider stated that there was a backlog preventing the return. The account was eventually closed with a nil balance.

The Ombudsman required a small goodwill gesture to be paid in addition to the steps taken.

34.6

C was contacted by T and says did not agree to transfer service. C then cancelled transfer requests with current providers and did not receive any information from T. C's service was then transferred to T. C sent many letters to T and made many calls.

T said that C did agree to service. T admitted that it had incorrect address details and so the welcome pack was sent to the incorrect address. T did offer to release service without penalty but C was liable for calls and rental. C disputed this. T then offered to remove all charges.

The Ombudsman said that C had agreed to the service, although may not have been aware what was being agreed. T required to send a letter of apology to C and confirmation that all charges have been removed.

34.7

C realised that the telephone service had been transferred to T without permission or knowledge. C contacted T to arrange to transfer back to his previous service provider but T said it was unwilling to help him. C sent a letter of complaint to T but received no response. C then received a letter from a debt collection agency chasing for payment.

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

The Ombudsman said based on the evidence provided that C did make calls and use the service so is liable for calls, line rental or call package fees. T were requested to send a letter of apology to C. T was also requested to remove the outstanding balance from the debt collection agency and to remove any charges raised that were not related to calls, line rental or call package fees. T was then requested to credit the remaining balance with a nominal goodwill gesture.

34.8

C contacted T for clarification of the cost of moving its broadband service as C was moving house. C received a response from T to advise of the charge as per its Terms and Conditions (T & C's). C contacted T again for clarification on where it specified this in its T & C's. C chased a response 3 times but received no response from T. C moved house and advised T again that C wanted to cease its services. C received no response from T again for a number of months when C received a debt recovery notice. C complained to T again and received a response to advise of the date that the broadband service could be cancelled and that all charges up to that date would be valid. C contacted T again but T did not respond to the issues that C had raised. C was promised a call back from a supervisor, but that that did not happen. The Ombudsman found that C was liable for all fees for the broadband service until the date when the initial twelve month contract term expired and also for any fee for the transferring of services as per T's T & C's; however, the Ombudsman felt that C experienced a shortfall in customer service throughout the complaint and was awarded a small gesture of goodwill and a letter of apology. C was then to pay any outstanding amount on the account.

34.9

C requested transfer to a new service provider. T did not comply with the request and continued to bill C for its services. T also requested an updated method of payment unnecessarily and incurred erroneous charges when attempting to explain the reasons behind the fault. T eventually recognised the error but failed to satisfactorily implement a remedy.

The Ombudsman required T to apologise and make a goodwill payment in recompense for poor customer service.

34.10

C received a call from T. C agreed to the transfer of the service only on condition that C remained with the same supplier. T has not provided the Ombudsman with any evidence to substantiate that there is a contract between C and T. Whilst the Ombudsman appreciated T's comments she felt that T had pursued C for payment after assuring C it didn't seek payment from C. The Ombudsman felt that T should provide C a goodwill gesture, an apology for inconvenience, provide C assurance that C's account has now been closed with zero balance; assurance that no adverse information has been recorded against C's name and if any has it has now been removed.

34.11

C experienced a number of problems with T's service. C wrote to T on a number of occasions and received no response. C only received a response from T following contact with the Ombudsman's office but didn't address all her complaint issues. The Ombudsman was disappointed and concerned that T had failed to provide her office a copy of case-file details relating to C's account. On the balance of evidence the Ombudsman firmly believed that nobody at T had taken ownership of C's complaint and felt that C had received poor customer service levels from T.

34.12

On the balance of evidence made available to her, the Ombudsman is of the view T 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 T. The Ombudsman considers T 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 T 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 his previous service provider and the customer service issues raised the Ombudsman directs T to make a goodwill payment payable by cheque.

34.13

C agreed to transfer calls to T. C then contacted T the same day to cancel the transfer and account. C received a letter from T to confirm that the account and transfer had been cancelled. C then received a bill from T for calls. C returned the bill with a note to advise he had cancelled the service but received no response. C continued to receive bills from T and then debt collection letters.

T said that it had received the account cancellation request but this had failed. Consequently C's calls transferred to T and C was billed for the call usage. T received the letter from C and cancelled the account. T said it had removed the outstanding balance for calls as goodwill and offered a nominal goodwill payment to C for inconvenience caused.

34.14

C requested transfer of provider when moving house. T delayed in completing and later left C with no phone other than a mobile. C experienced delay in transferring to the new provider. This was apologised for. T required offer an apology for the poor customer service and is to improve its goodwill gesture.

34.15

C wrote to T to request a change of address. This was not done and C received a bill with an old address. C wrote to T on numerous occasions before this was resolved. C then asked to terminate the account but it was not properly completed by T necessitating further letter and an incorrect invoice being processed before being resolved. T was required to complete termination of C's account by waiving all outstanding debt.

34.16

C complained that T failed to transfer the services to a new owner. T continued to bill C for the service that the new tenant was using. T was unable to transfer the service to the new tenant and there was a delay in cancellation of the service. C made numerous attempts to resolve this complaint by telephone, email and letter to which T failed to respond. The account was passed to T's debt recovery agency for action.

T cancelled the contract, applied a credit to clear the balance and issued a letter of apology to C. It assured C it had amended the credit history files. The Ombudsman concluded T failed to provide an adequate level of customer service which caused great inconvenience and concern to C. In recognition of these issues she directed T to make a goodwill payment

34.17

C says that upon moving house T was contacted to transfer the telephone line however this was not actioned nor did its engineer turn up on two occasions after agreed dates. C says that correspondence was sent to T that was not responded to. T acknowledged and accepted C's complaint issues and advised that it would review its internal procedures to ensure that this would not occur again in the future. T advised that C's account was now closed and the account credited. The Ombudsman concluded that C had received a poor level of service and customer service from T. She noted that T's failure to turn up for an agreed visit was unacceptable and showed concern at this practice. Therefore, the Ombudsman believes to bring this issue to a close T should offer C a goodwill gesture payment for the overall poor experiences to date and poor response to C's complaint correspondence along with a letter of apology.

34.18

C spoke with a sales agent for T and requested the transfer of three lines. However on receiving the bill noticed that only two lines had been transferred. He contacted T and requested the transfer of the third line. C says that as the third line had not been transferred he incurred charges. C contacted T to request that it reimburse the charges. C also says that he contacted T on a number of occasions to request a transfer of the third however this was not forthcoming and eventually decided to cancel the contracts. T says that it only had received a request to transfer two lines one residential and one business. T says that it provide C with a goodwill payment for the perception the customer felt that he had been provided with poor customer service and not because of a mistake it had made as presumed by the customer.

While the Ombudsman is sympathetic with the C's position there appears to be inconclusive evidence to substantiate assertions that the transfer of three lines was initiated.

The Ombudsman is however concerned that no one at T took the initiative to resolve C's issue despite him contacting the company on numerous occasions via telephone and correspondence. The Ombudsman found that this amounted to poor customer service

and requires T to provide a goodwill gesture for the inconvenience it has caused and issue a letter of apology. C is required to make arrangements with T to pay the outstanding amount on his account.

34.19

C was not informed about the connection charge when transferring the service. T maintained the charges and stated C was informed. The Ombudsman believed there was insufficient evidence to determine whether or not C had been informed about the connection charges. The Ombudsman suggested T to reduce the connection charge costs to half as a goodwill gesture.

34.20

C's line rental was charged for by T. A third party provider charged C for calls made. C called T, asking to cancel the line so that the third party provider could provide the line. T informed C that if the line was cancelled C would be unable to receive calls and would not be able to switch line providers. C disputed this. C's calls started to be charged for by T. C complained, saying that C had not asked for this. T did not respond.

The Ombudsman considered that T had been correct in the information given to C in relation to line rental. However, the evidence suggested that C had not requested that C's call service be switched. She therefore required T to credit C's account with an amount equal to the overcharge, and a goodwill gesture.

34.21

C received telephone sales calls from a company on behalf of T. C advised the company that literature about the service could be sent, but C did not wish to receive the service. However, about one month later C received bills from T and found that the service had been transferred without C's permission. C complained to T and T eventually cleared and closed the account. C remained dissatisfied.

The Ombudsman concluded that T had dealt with C's complaint, but there had been a long delay. T was required to provide C with a goodwill payment for any inconvenience caused.

34.22

C agreed to change service provider to T but discovered that the original service provider would make a charge for early termination and so C contacted T and was promised that the agreement would be cancelled with no charges. C then contacted the original service provider to ensure that the changeover had been cancelled but it had not. C again contacted T on a number of occasions but finally the original service provider agreed to stop the transfer. In the following month C received a bill from T. C contacted T again and was transferred to the cancellation department to cancel the

agreement. A letter detailing cancellation charges was then received. Again C contacted T and was told that the matter would be resolved. C asked to speak to a manager but was unable and a call back was promised. This did not happen. Finally C complained to the Ombudsman as T had not acted as agreed and continued to raise charges. C stated that charges had been raised by both T and the original service provider. T then agreed to waive the termination charges and the outstanding balance.

The Ombudsman considered that T should have honoured the promise to cancel the agreement with C as per the first telephone call to cancel, some 11 days after the initial service provision agreement was made. It had failed to act and as a consequence C stated that charges had been made by both providers. She considered that if T had acted as agreed this would not have occurred. The offer of waiving the termination fees and the outstanding charges was reasonable and should be considered by C. Any charges raised against C and paid were to be refunded as though they were never charged. There had been a failure to allow access to a manager when requested and that there had not been the return calls as promised. The Ombudsman required T to make a full written apology to C, and a direct goodwill payment to cover the expense and inconvenience in pursuing resolution of the matter. A final statement showing the cleared account was to be sent.

34.23

C transferred T's services to another address and agreed for T to come to C's new address to connect it's services. T's engineer came round and connected the services however they were disconnected again that same day. C contacted T and it was found that the previous occupants still had an active account at that address. C complained to T and chased it up over a number of days. Despite C advising of C's critical situation (C was caring for a sick relative) T did not update C despite promising to do so. C eventually received a cable signal six days later than agreed and C's telephone service was not reconnected for a further two days. C complained in writing to T twice but received no response. The Ombudsman found that on the balance of probability and evidence provided that C had suffered loss of service for the said period and also a shortfall in customer service throughout the complaint. The Ombudsman required T to credit C's account for the period C was without service, credit C's account with a small good will payment and issue C with a written apology.

34.24

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34.25

C suffered a delay in having a telephone number transferred to a new address. The delay lasted six days and T offered compensation. C was not satisfied with this. The Ombudsman considered the offer to a reasonable one and recommended it be accepted in the circumstances.

34.26

C agreed to receive details of a service with T on the understanding that there was a cooling-off period. C cancelled the service during that time but T failed to act on the request. C refused payment of the charges and T chased payment.

The Ombudsman noted that a call had been received by T within the cooling-off period and it was clear that this call had been transferred to the cancellations department. Although no notes were available the Ombudsman was satisfied that this was evidence of a cancellation request. However, she could see no reason why C should not pay for calls that had been routed through T as these would have been chargeable regardless of the provider. T offered to reduce the charges as a gesture of goodwill and C was advised to accept this offer. No further action was required of T.

35.0 Stolen/Lost

35.1

C had a mobile phone stolen and called T to inform of the theft. T assured the phone was blocked straight away, but a bill arrived including premium rate text charges. C queried the itemised call records after the date of the reported theft, but T did not bar the line straight away. T could explain why the bar was not placed straight away. T then recalculated the bill, and a revised one was then sent out with a credit, but only after C confirmed with a landline bill that she had called T. C stated that continuing bills were received, and these included further charges for premium rate texts. On this point, T believed that when it gave C a new SIM card, C inherited the receipt of premium rate texts to the same number, and it was proposing to wipe out all the premium rate text charges after the date of the theft. C did manage to stop the texts, after advice was given by ICSTIS and complained that incorrect information was given by T. T stated that as these premium services were not managed by the company, then T can only give C the information it has in terms of procedures given. C also complained that T had failed to respond to letters of complaint. The disputed call charges then resulted with C's service being disconnected, even though C had continued to pay the monthly charges that were not in dispute.

The Ombudsman welcomes that T was proposing to wipe all premium rate text charges, and this she required T to organise, along with the reconnection of the phone. She also welcomed the fact that T put C in touch with ICSTIS, so that the text messaging problem could be stopped, but believed there were training needs for T's advisors that should be reviewed. The Ombudsman found the level of customer service and support given to C unacceptable. She was disappointed that C had to endure such problems and then had the service disconnected through no fault of C's. The Ombudsman welcomed the fact that this was admitted by T, and she required T to provide C with a goodwill gesture for the various customer service issues, the poor support provided, and the eventual disconnection of services. This was to be sent with a letter of apology.

35.2

C lost wallet which had a sim card. C received a huge bill which T maintained. The Ombudsman felt that C was responsible for the safekeeping of the sim card and for this required C to pay T. The Ombudsman required T to provide C an apology and a goodwill gesture for not addressing C's complaint in writing within a suitable timescale.

35.3

C's handset was stolen abroad. C tried reporting the theft on T's automated telephone system but was unable to do so. C directed a family member in the UK to report the theft. That person also could not process the report on the telephone and emailed the company. T refunded the calls generated from the time the email was received to the suspension of the service. C also complained of a missing payment made online and then being charged a late payment fee.

Based on the evidence available to her, the Ombudsman concluded C made several attempts to report the theft of the handset and T should refund the charges for this period. In view of the customer service issues highlighted she required T to refund the late payment fee. She recommends T should review its automated telephone system in the interest of improving its customer service as to whether it is as user friendly as it suggests.

35.4

C contacted T to report a stolen handset however a large bill was built up after the theft. C maintained that attempts were made via T's website to report the theft online, but its systems would not allow it. T C's claims and maintained the charges.

The Ombudsman concluded that C could have done more to contact T in the immediate period after the loss of his handset and therefore must bear the costs of the charges incurred prior to when the loss was finally reported to T. However, the Ombudsman is of the opinion that T should waive all standard charges that have been incurred since the loss until the end of the contract period. The Ombudsman was concerned that T should have ensured that debt collectors were not called in until the complaint procedure was exhausted.

The Ombudsman required T, therefore, to arrange an appropriate repayment schedule with C.

35.5

C's phone was stolen abroad. At C's request the phone was suspended but C's daughter's phone was also suspended. T told her that a number of calls had been made from this phone after loss. A month later she received a much larger bill and was told she was liable. She experienced considerable delay in resolution of her problem and continued to receive bills for a service that was suspended.

T acknowledged poor service to C and are required to make an apology and remove the account cancellation fee and await the outcome of the insurance claim that C is making.

35.6

C took out a mobile contract with T, but decided to return the handset under its 14 day money back guarantee. However, the handset was never received by T, and C then provided conflicting information regarding the date it was returned. C put the matter further in doubt by then using the SIM card the handset had been provided with. T asked C to provide evidence of the phones return, and C highlighted it had been returned by recorded delivery, but neither C nor the Royal Mail could substantiate this claim. T applied its Terms and Conditions and billed C for the full term. C complained in a letter, and T failed to respond.

The Ombudsman believed T had correctly billed C for the full term from the information provided. However, to take into consideration its failure to respond to C's letter, she required T to send a letter of apology, and provide a goodwill gesture. C remained liable for the outstanding balance.

35.7

Although the Ombudsman is sympathetic towards C with regards to her stolen mobile phone the Terms and Conditions of the contract are quite clear in that any calls charged prior to reporting a mobile phone stolen are the customer's responsibility. The goodwill gesture offered by T, which is the equivalent of 50% of the calls charged, is very reasonable in these circumstances and it is the opinion of the Ombudsman that this should be accepted by C.

With regards to the remaining balance it is the Ombudsman's opinion that a mutually agreeable payment plan be made between C and T.

35.8

C reported the loss/theft of T's mobile phone, and received a new mobile after making an insurance claim. The new phone package did not include a SIM card, so C called T and was told payment for a replacement was required. C complained and T waived the charges. T sent out the new SIM but the phone would still not work. T organised the transfer of the account details, but a delay occurred. T highlighted that this was due to internal processes that had now been corrected. T compensated C for the loss of service, and a credit was applied to cover the period of disconnection. C complained the service remained unusable, but T investigated, and believed the SIM card was operational. C stated T was called on numerous occasions, and although assurances were given, the problems remained unresolved. C requested the contract to be cancelled without an early termination fee, in addition to a refund of line rental, and reimbursement of the calls charges. C also requested a refund of the insurance excess fee.

The Ombudsman believes C had not had access to a working phone on the balance of probability. It appeared T had already applied a credit to the account to take into consideration the loss of service, but the Ombudsman required T to refund any further payments made by C. She required the contract to be terminated without any further charges or early termination fees, and to take into account any costs, procedural or customer service issues, the Ombudsman required T to make a further goodwill gesture, and this was to be sent with a letter of apology.

36.0 Tariffs

36.1

C changed mobile number. T placed C on the closest available tariff as a result of the change as the original tariff was no longer available. C complained to the Ombudsman that the change meant that the free weekend calls allowance feature had been lost. T stated that it had already made adjustments and had applied a goodwill gesture. T stated that it couldn't place C on the original tariff. The Ombudsman required T to terminate C's contract one month after the telephone number change. She felt that a fundamental change had been made to the contract which denied C an important part of the service.

36.2

C complained T failed to supply a price guide with its welcome pack. C made several calls to T seeking to clarify his tariff and call charges. C stated at no time did T advise that 0800/0870 numbers were excluded from the package and therefore C called these numbers assuming they were included. T advised its pricing policy is available in retail outlets and on the website. T eventually issued a copy of the price plan nearly 2 months after C's contract began. C also complained he had not been advised of the Fair Use Policy.

The Ombudsman considers that whilst it might have been more prudent to issue a copy of the pricing plan sooner, 0800 and 0870 numbers are marketed being charged. She examined the price guide and it explains they are exempt from any package. The calls were charged correctly and therefore she cannot find any justification from releasing C from the charges. However, due to the customer service issues highlighted on this case she directed T to make a goodwill payment and send C a copy of its Fair Use Policy.

36.3

C had contacted T in response to a newspaper advertisement and agreed to use its package. T set C up on the wrong tariff and when C telephoned to complain T admitted that C had been set up on the wrong tariff but C requested a written explanation. C had written to T on several occasions but not received a reply. T claimed to have written to C

twice and be unable to contact C by telephone as C had anonymous call barring in place. C complained that T had discussed C's account with a third party during a call made by T to C's home. T denied this and pointed out it could not contact C by telephone as C had anonymous call barring in place. T supplied the Ombudsman with copies of two letters it had sent to C but the Ombudsman felt that the first letter did not adequately respond to C's queries and noted that the second was only a request for C to make contact by telephone. The Ombudsman required T to provide C with a detailed breakdown of all charges and payments to C's account and requested that C then pay the outstanding balance. She also required T to write to C apologising for not responding to all of C's letters in writing and to pay a small sum to C as a goodwill gesture.

36.4

C was charged on an incorrect tariff by T over several months. C complained. T told C not to make any further payments until the matter was resolved. T then barred C's line for non-payment. T applied a credit to the account. C argued that the amount did not fully recognise what C had been overcharged.

The Ombudsman examined the bills and agreed with C that T had not fully recognised the amount overcharged. T was also found to have provided poor customer service, particularly in restricting C's line. Therefore, T was required to refund the remaining overcharges and make a further goodwill payment to C in recognition of the poor customer service.

36.5

C changed plans to take advantage of the cheaper monthly charge. The agent who actioned this should have informed C upon switching international call charges do increase. However, in order to keep the rates low, T should have informed C of the International Caller package. T apologised for not advising C correctly. It also apologised for its failure in customer service. It failed to return C's calls and respond to correspondence.

The Ombudsman concluded T failed to provide a satisfactory standard of customer service. She welcomed T's offer to no longer charge C for the International Caller and recalculate the disputed month's bills as if C were on the cheaper rate. She considers this adequate redress in recognition of this complaint.

36.6

C had a contract with T for 50 free text messages for life. T changed tariffs and C began to receive bills and disputed the amounts. T credited C's account and kept promising to sort the account out but each month C was charged for a different tariff than what C had contracted for. Each time C complained T credited the account for the overcharge but this continued for 12 months. C complained to Otelo.

T advised that it had ceased C's tariff and offered that C remain on the current tariff with free text messages and free minutes. Alternatively T offered to refund an amount towards the cost of a Pay Up Front for Life package and the tariff would change to the equivalent Pay Monthly tariff.

The Ombudsman found that T was in breach of contract and required T to offer that C remain on the existing tariff with free text messages and free minutes for the next twelve months, together with a refund to compensate C for the breach of contract. At the end of this twelve month period C would be able to select a new tariff or transfer to another service provider.

Alternatively, if C preferred T to refund an amount towards the cost of the Pay Up Front for Life package and for C to select an alternative package with T or to transfer to another service provider without penalty.

The Ombudsman required T to write to C to apologise and to determine which of the alternative offers C selected.

36.7

C obtained two mobiles on contract. Both tariff plans were the same. There was also a package added on the account which allowed free calls to be made to a phone on the same account. C noticed that when calls were made to another phone on the same account the free minutes was being used. T stated that there was no fault with its system and had already applied credits to C's account.

The Ombudsman realised that the 120 minutes plan was to be used at any time of the day, to any network and that the 'FreeCaller' package meant that the calls to all phones on the same account were free. According to T when the 'FreeCaller' was first brought out, the mobile plan's free minutes were used up when calling other phone numbers on the same account, which meant that the other calls, which the customer may have believed to be free, were charged, because the mobile minutes had been used up already. The Ombudsman appreciated T's claims that this wasn't a fault on its system. However, the Ombudsman felt that for the free minutes to get 'used up' when calling another phone on the same account this was not correct as the purpose of the 'FreeCaller' package was to allow free calls to phones on the same account. On this basis the Ombudsman could understand T's concerns and frustrations. The Ombudsman was pleased that T had amended its system to ensure the free minutes allocated to C's would not be used up when calling to another phone on the same account in the future.

The Ombudsman believed that C had suffered a huge amount of inconvenience as C had contacted T on numerous occasions both in writing and via telephone as a result of the discrepancy on bills. The Ombudsman felt that T should provide C an apology for poor customer service levels and a goodwill gesture for the inconvenience caused.

36.8

C maintained that an arrangement was made with T to revert a standard tariff back to a high user tariff upon returning to the UK. C added that a poor level of customer service was received in attempting to resolve the complaint. T stated that C was advised to call it and change the price plan and that no arrangement was ever made. The Ombudsman did not see any reason why C should be refunded for alleged overcharge and is satisfied that T had advised C to call back to change the price plan back to a high user tariff plan. The Ombudsman believed that C did not receive an overall level of customer service normally expected from T and this has been of some inconvenience to C. Therefore, T was required to offer C a goodwill gesture payment by cheque, as full and final settlement of the complaint for the overall poor customer service received along with a letter of apology. T should send C a re-calculation of the billing for the disputed period as previously requested.

36.9

C said that after changing tariffs the billing received was not correctly charged. C stated that a double charge was incurred that was incorrect. C added that a poor level of customer service was received from T. T maintained that all refunds were correct. The Ombudsman noted the complexity of this complaint and believed to bring this issue to a close and keeping in mind the credits previously offered, that T should offer C a goodwill gesture payment for the overall poor experiences to date along with a letter of apology as full and final settlement of the complaint. The Ombudsman was satisfied that T had offered to refund a double charge and that the company should honour its agreement to refund the charge.

36.10

C was on one of T's residential telephone tariffs. C was automatically moved to another package as T felt it more appropriate to C's usage of the phone. The tariff was subsequently replaced. C called T to ask whether or not C should remain on the new tariff, or revert back to the original. T transferred C back to the original tariff, but did not explain why. C called T on many occasions but could not obtain an explanation.

The Ombudsman concluded T had good reason to transfer C back to the original tariff, but had not given a satisfactory answer to C when this was requested. Therefore, T was required to apply a goodwill credit to C's account.

36.11

C complained to T that C was being overcharged. C stated that much lower charges were quoted at the point of sale. T investigated the matter, but there was no evidence of a call made at the time to Customer Services.

The Ombudsman concluded that, on the evidence provided, C was liable for the outstanding charges owed to T, as there was no evidence to support C's claim.

36.12

C asked for the mobile phone tariff to be changed but it was not implemented, so C called T to ask again. C said that T had not provided a date when it would be effected and assumed that the tariff was unchanged, so was surprised when calls that should have been within the "free" minutes, were charged for.

T disagreed and said that C had been informed at the time of C's second request that the tariff change would be implemented immediately when the next bill was raised - a matter of about three weeks afterwards.

On the balance of probabilities, the Ombudsman was of the opinion that C had been informed of the prospective tariff change, during the telephone conversation and that, therefore, C remained liable for the charges as billed.

36.13

C had two mobile phone accounts with T. Under a special offer, C did not pay T monthly package fees. Just before the two accounts twelve month contracts were due to expire, C received a letter from T giving options to continue with T. It said that if no action was taken, the accounts would continue as previously. C did nothing but started to be charged monthly fees. C contacted T who offered to allow C to pay a fee and thereafter not be charged monthly fees. C agreed, if T confirmed this in writing. T agreed to do this, but never sent the confirmation, despite several further letters and phone calls from C. C also complained about Premium Rate text messages C had received. T initially informed C that there was nothing that T could do to prevent them. However, after three months C threatened to cancel C's contract to prevent further texts. T then informed C that it would stop the texts.

The Ombudsman decided that the information C received was misleading, and that it was reasonable for C to have assumed that by taking no action C would have continued to pay no monthly fees for the two phones. As C's contract had been disconnected for several months due to non-payment, T was required to cancel the account and refund any monthly charges paid. As T could apparently prevent Premium Rate text messages, the Ombudsman concluded that it should have done so when C had first reported receiving unsolicited texts. Therefore T was required to refund C for all such charges. Finally, T was required to make C a goodwill payment in recognition of poor customer service provided.

36.14

C requested that T change the tariff on C's mobile phone account. T failed to do so. Two days later C called T to confirm the change. T informed C that the switch had not been made. C was told by T that C could use the phone and T would recalculate the charges as if C was on the new tariff after the next bill was generated. C did this. T recalculated the bill. It showed that C had been charged too little. C disputed this, and considered that T should have applied a large credit to the account after the recalculation.

The Ombudsman examined the two tariffs, and the bill in question. The Ombudsman agreed with C that it appeared C had been overcharged by a substantial amount. She considered T's explanation of the recalculation to be inadequate. Therefore T was required to make C a goodwill payment equivalent to the perceived overcharge.

37.0 Technical Support

37.1

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37.2

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

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

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

38.0 Terms and Conditions of Contract

38.1

C attempted to cancel T's telephone contract by calling and sending letters, but bills continued to be received. T stated that C was tied to a contract that required 3 months prior notice of the anniversary, but C stated that no contract had ever been signed and that no paperwork was ever provided. The dispute continued, and T then sent C another letter confirming the cancellation, but continued to bill C and continued to provide a service. C then contacted Ofcom and termination was requested again. C then appointed a solicitor and again requested termination. T stated it had applied to cease

supplying a CPS service as C had stated that another service provider had been supplying the calls. T requested copies of itemised call records from C so it could investigate the possibility of any duplicate billing. T stated that C remained liable for the outstanding balance.

The Ombudsman was disappointed that T had not accepted C's cancellation requests in this matter, and believed the dispute highlighted procedures that should be reviewed by T. She requires T to ensure the CPS service was terminated, but believed the outstanding balance should remain payable by C. The Ombudsman required T to refund any duplicate charges if C could provide evidence, and also required T to make a goodwill gesture. This was to take into consideration all costs incurred, any customer service issues and T's failure to accept the termination request. This was to be provided with a letter of apology.

38.2

C received bills from T despite C never requesting the service from T. C contacted T on a number of occasions for it to supply proof of the agreement. Despite T's assurance that it had a telephone recording it didn't provide this information to C. The Ombudsman was disappointed and concerned that T had not supplied her office with case-file information in relation to C's account despite three requests being made for the case-file details. Without T's case-file the Ombudsman was unable to fully ascertain the level of customer service C had received from T. However, on the balance of probabilities it appeared that C had never requested the transfer of the telephone service to T and furthermore when C tried contacting T to resolve the complaint by asking it to provide evidence of C agreeing T failed to provide this proof.

The Ombudsman required T to cancel C's account and clear the outstanding balance on the account as a goodwill gesture. Furthermore the Ombudsman required T to provide C an apology for the poor customer service levels delivered and assurance that no adverse information had been recorded against C's name in relation to the matters raised in the complaint and if any had it had now been removed.

38.3

C contacted T as a slow broadband speed was being received. C added that a poor level of customer service was received from T. T stated that C was an extremely high downloader and as per its terms and conditions reduced his speed. The Ombudsman was satisfied that T had acted correctly and within its terms and conditions in controlling the download speed of C. However, the Ombudsman considered that C did not receive an appropriate or timely response to the complaint correspondence or contact and this is a customer service shortfall. The Ombudsman noted C's request for contract cancellation but did not believe the shortfall warranted this request. Therefore, T was required to offer C a credit to the account for the overall poor experiences to date along with a letter of apology.

38.4

C recommended T's services to a friend as part of an offer whereby T would credit C's account for every friend recommended. C did not receive the credit. C complained. T sent a standard response, giving the terms of the offer. C replied, stating the Terms had been met, and requested that the credit be made. T again sent a standard response, and the credit was again not made.

The Ombudsman considered that C had met the conditions of the offer, and therefore felt C was entitled to the credit. T was required to apply the credit to C's account, and to make a further goodwill credit to recognise the inconvenience caused.

38.5

C had an existing contract on a light user tariff with a provider but was encouraged to change to a new provider, T, with the incentive that if the call charges were not cheaper then C could claim for £1000, subject to satisfying certain terms and conditions. C decided to change provider to T but after considering the terms and conditions the calls would not be cheaper and wrote to T to notify of the current calling plan and not to connect to T. T wrote back giving C details of where to find the terms and conditions for the £1000 incentive and notifying that C would not be connected. C then telephoned T and asked to be connected. C was connected to T as a new provider but subsequently claimed for the £1000 as the calls were no cheaper. C's claim was rejected as under the terms and conditions C's calling plan was not included in the comparisons and the call charges did not reach the required £5 per month.

The Ombudsman considered that T was correct in rejecting C's claim for the £1000 as C had been provided with the opportunity to consider the terms and conditions for the incentive before asking to be connected, and that he was not entitled due to the inability to fulfil the terms and conditions. T had however encouraged C to change service provider by making a general statement that it was cheaper than another provider irrespective of the £1000 incentive. Therefore the Ombudsman considered that as C had notified T that the charges were not cheaper the contract could be terminated without penalty to C, if not already done so. Furthermore T had recognised that in providing the initial service to C it had fallen short of customer expectations and had offered a goodwill payment. The Ombudsman had noted this and considered it to be an appropriate gesture.

39.0 Text Messaging (SMS)

39.1

C went abroad and initially was able to text family in the UK. After about 4 days, C was unable to text, but was able to call the UK. This led to C running up a much larger bill, as texting would have been cheaper. C contacted T to ask why the text service had been lost and T informed C that her credit limit had been exceeded. C argued that this was not

the case, as she had been able to telephone. Her telephone service was not suspended until later, when C had exceeded her limit because of the expensive calls. T failed to adequately answer C's complaint.

The Ombudsman concluded that T had failed to adequately respond to C's complaint, but that C was liable for the cost of the calls. T was required to provide C with additional information on what C's credit limit was when the text service had been suspended. If C had not exceeded the limit, T was required to provide C with a goodwill credit. If C had exceeded the credit limit, T was required to provide C with a smaller credit for failing to adequately respond to C's complaint within a reasonable time.

39.2

C complained to T that MMS messages to Italy were not received and messages in the UK were delayed by up to 4 hours. C complained that T's service did not meet C's basic level of service and wanted to terminate the agreement without incurring the termination fee. C has written to T's customer service and been issued with a deadlock letter.

The Ombudsman understands C's frustration that C has been unable to receive MMS messages and pictures. The Ombudsman considers that T's customer service has been disappointing as it failed to identify that the problems with sending the MMS messages were as a result of no interlocking agreement with T Italy for close to seven months. The Ombudsman requires T to make a goodwill gesture. The Ombudsman acknowledges that T has credited the account and has reimbursed line rental. The Ombudsman considers that C remains liable for the termination fee and any outstanding balances. .

39.3

C started to receive premium rate text messages of an adult nature and complained that these had been unsolicited. When C noticed that the texts were being charged C called T to ask for the texts to be stopped. T told C that the texts would be stopped within five days, however C kept receiving them. C reported the problem to the police and asked T to investigate the calls. C then received a response from T in which it said the charges would be maintained. T had also suggested that C had set up a subscription to the premium rate service two month's earlier, however C disputed this. T had refunded the charges for the premium rate texts received after the time C had called to ask for a stop to be put on the phone. However, C remained dissatisfied with T's investigation.

From the evidence, the Ombudsman was satisfied that remaining premium rate text service charges should be maintained and asked C to arrange payment of the outstanding balance. However, the Ombudsman required T to provide C with a written apology and goodwill credit of for the shortfalls in the customer service provided during the dispute and the delay in actioning the stop. The Ombudsman also recommended that C contact ICSTIS.

39.4

C noticed text messages that were not wanted and deleted them being unaware that C was being charged for them. C then lost C's handset and contacted T to advise. T's records indicated that this was the case and reported having blocked the SIM that day. C had also wanted to cancel C's account and C was advised to write to T to request this. C did write but did not receive a reply. C wrote to T again complaining and T's records indicated that T had received a letter and set up a case but then closed it without responding to C. The Ombudsman found that T should have blocked all services when C called to report the loss of the handset and required T to cancel all charges that accrued after that date. She also required T to ensure that no adverse credit history had been created and to confirm this in writing to C. In addition, the Ombudsman required T to apologise to C in writing for the poor customer service received and to make a small payment as a goodwill gesture to reflect this.