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1.0 Auto Diallers

1.1

C incurred a large amount of PRS call charges and complained to T. T referred C to ICSTIS but maintained the call charges. There were several delays before T replied to C's complaint which meant the matter became prolonged. T did not provide C with a reasonable duty of care. T recognised its failings and applied a generous goodwill credit to C's account which covered a large portion of the disputed charges. C continued to dispute the outstanding balance.

The Ombudsman found C's situation to be regrettable. However, as C was the account holder they were ultimately responsible for the equipment they connected to their line and any charges that may be accrued by that equipment. T's exchange would have only been responding to the request made by the equipment by connecting the call to the digits dialled. The Ombudsman was disappointed that T failed to provide C with a reasonable duty of care. However, it had applied generous goodwill credits to C's account. Therefore, the Ombudsman did not require any further action to be taken by T.

1.2

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

1.3

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

1.4

C received notification from T that there a large amount of unbilled charges on C's account. T placed a call bar on the line. The high bill was caused by a rogue dialler

making calls to Tuvalu. C disputed these charges, stating C was not aware. T demanded payment.

The Ombudsman considered that as the calls had been made from C's computer equipment that C was liable for the charges for such calls. However, she also considered that T could have alerted C sooner, and therefore required T to make a goodwill payment to C's account.

1.5

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. Furthermore in relation to the customer service aspect the Ombudsman found that once the international charges were identified by C, T took preventative measures by advising C of the problem and how to prevent it reoccurring. The Ombudsman was of the opinion that T's offer of was fair and reasonable in light of the circumstances. The Ombudsman required no further action from T.

1.6

C complained to T (Internet Service Provider) of the Premium rate telephone calls made through his Internet connection. C also complained about the poor customer service C had received as T had not offered any explanations or information regarding his Premium Rate Service problem. T failed to send any response to the issues raised and only continued to refer C to ICSTIS. T maintained the charges were due and payable.

The Ombudsman maintained the charges but felt T had not acted as a reasonable Telecommunications company by advising C of the options available. The Ombudsman considered T should have placed a PRS call bar on C's line immediately and offered an explanation for the charges. This did not happen and T was required to credit calls after a certain date as a gesture of goodwill

1.7

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

1.8

C disputed call charges on the account despite having call bar on the account. T investigated and maintained the call charges and supplied information to C.

The Ombudsman sympathises with C's shock at receiving high charges on as a result of calls made via an Internet dialler. However, it appears that C removed the call bar facility and did not reinstate it.

The Ombudsman considers that T did supply C with adequate information to enable them to take the appropriate steps to protect the line and prevent further calls being made. However, T could have acted in a timelier manner. The Ombudsman requires T to make a goodwill payment. The Ombudsman believes that the call charges should be maintained and C should make suitable arrangements to settle the outstanding balance.

1.9

C received a bill which included international call charges that C had not made, but had been made by a rogue dialler. C complained, but T maintained the charges. C also complained that T had provided a poor service. The Ombudsman concluded that C was liable for the call charges, as the calls had been generated by C's own equipment and T had provided a reasonable service.

1.10

T provided C with a telephone line. C had accessed the internet using a dial up connection connected to the line provided by T. On receiving a quarterly bill from T, C discovered a number of call charges to unauthorised PRS numbers causing a large bill. C queried the charges with T and was notified that there was no fault with the line. T maintained the charges and wrote to C to notify that the charges had been caused through the inadvertent downloading of 'auto dialler' onto C's computer equipment. C continued to dispute the call charges as they had not been made by anyone in C's household. T was slow to respond and offered a goodwill payment for the time taken to respond.

The Ombudsman sympathised with C in the distress caused by the unauthorised dialling of PRS numbers. She was aware of the current problem but considered that the protection of a customer's equipment in accessing such services without authorisation is the responsibility of the customer. T was unable to restrict access to numbers at its own discretion. It was able to bar PRS and international calls following the express instruction of the customer. 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 customers to pursue the PRS providers through the regulatory body, ICSTIS and noted that it has already provided this information for C. The Ombudsman considered that C had taken significant steps to protect computer equipment and had followed advice from T and ICSTIS. She acknowledged that T had made the appropriate gesture of goodwill for the time taken to respond. She requires a further payment for a failure by T to address the high value of the account and considered that T was under a duty to notify that the account call pattern was unusual and incurring significant charges. The Ombudsman urged C to continue to utilise the payment plan offered by T to clear any outstanding balance on the account.

1.11

C incurred international call charges on their account and complained to T. T failed to action in the first instance and C incurred more international call charges. T then gave C protective and preventative advice on rogue diallers. T failed to respond to the complaint in a timely manner and it recognised this failure. T applied a generous credit to C's account but C continued to dispute the charges.

The Ombudsman considered that as C was the account holder they were ultimately responsible for the equipment they connected to their line and any call charges accrued by that equipment. T's exchange would have only been responding to the request made by the equipment by connecting the call to the digits dialled. The Ombudsman was disappointed that T seemed to have failed to provide a reasonable duty of care to C in the first instance. Nevertheless, the Ombudsman considered the goodwill credit compensated for T's failures and she did not require any further action to be taken by the company.

1.12

C upon receiving billing from T discovered charges for PRS calls and contacted T to complain. C stated that a PRS call bar was offered but no other call packages. C added that next month charges for International calls were incurred. T after investigation maintained the disputed charges and advised that the calls had been generated from C's computer equipment. T acknowledged that a delay in responding to C's correspondence and applied a goodwill credit to reflect this shortfall. The Ombudsman was satisfied that T had a duty of care to advise its customers of all appropriate call bars and by having not done this C incurred further charges. Therefore, the Ombudsman required T to clear all International call charges accrued in full and final settlement of the complaint along with a letter of apology.

1.13

C has suffered from rogue dialler which has used her computer equipment to dial international mobile numbers which C says were not made by her. On discovering this C contacted T to dispute the charges and was advised that there were no faults on the line and was liable. T says that it investigated the matter and found the C's computer equipment had dialled this number.

The Ombudsman is sympathetic with C's position however found that T cannot be held for the customer's equipment and therefore the charges remain C's responsibility. However the Ombudsman is concerned with the length of delay experienced by C firstly in dealing with the issues and secondly in identifying the high value calls which appear to have occurred over a two week period. On this basis T is required to provide the customer with a goodwill payment of and also make suitable arrangements with the customer to repay the outstanding amount.

The Ombudsman would also advise C that it take up the call barring options available to her.

1.14

C complained that T had charged the account with international calls that had not been made. T clarified the calls had been made by computer equipment attached to the line. T failed to alert C to the charges due to not having a system available to monitor calls. It did however activate a call bar on the line to prevent further charges being incurred. The Ombudsman suggested T should consider implementing a system to monitor unusual call patterns.

C complained T failed to warn its customers about such scams. The Ombudsman considers T to have made every effort to alert its customers and the general public to the problems.

The Ombudsman considers T is entitled to demand payment for these calls. She requires T to make a goodwill gesture in recognition of its customer service issues.

1.15

C complained that T had charged the account with PRS calls that had not been made. T clarified the calls had been made by computer equipment attached to its line. T acknowledged its delay whilst investigating C's issues. T awarded C a good will gesture in recognition of its poor customer service and its failure to alert C to the unusual call pattern. T could only bar numbers on the direction of ICSTIS and therefore was obliged to connect C to the number.

The Ombudsman accepts T's good will payment in recognition of its customer service issues as generous. With regard to the outstanding balance on the account she considers C to remain liable. She requires T to take no further action in light of this complaint.

1.16

C received a telephone bill from T. It included several Premium Rate Service calls that C disputed making. C complained to T. T stated that the calls had been generated by a rogue auto-dialler, which would have been inadvertently downloaded onto C's computer and that C was liable for these charges. T agreed to credit C's account with two thirds of the charges in recognition of customer service failures. C refused this offer.

The Ombudsman considered that T had charged C correctly and that C was liable for the calls. She accepted that T's offer was reasonable in recognition of the customer service problems and therefore required no further action from T.

1.17

C incurred international call charges on their bill and disputed the charges. T advised C they related to an international rogue dialler. T provided C with help and advice on rogue diallers but maintained the call charges. T recognised that it has failed to deal with C's complaint in a timely manner and applied a generous credit to the account. C incurred further international call charges and also disputed these.

The Ombudsman considered that T had provided C with a reasonable duty of care. The Ombudsman was pleased to note that T had recognised its failure to deal with C's complaint in a timely manner. However, the Ombudsman was disappointed that this

failure had meant C had incurred further call charges to what appeared to be an international rogue dialler. Therefore, the Ombudsman required T to apply a credit to C's account which was equivalent to the additional international call charges C had incurred.

1.18

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

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

1.19

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

1.20

C disputed the PRS and 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.

In relation to the further charges incurred on the account the Ombudsman felt that T explained to C that there were two types of barring available, one which was for PRS and the other for international numbers. Based on this information the Ombudsman was of the opinion that C's partner was made aware of the further barring options on the account and advised how further charges could be prevented in the future. The Ombudsman required no further action from T.

1.21

T contacted C to advise them on increased call charges due to international calls. C disputed the charges and T investigated, advising C that they related to a rogue dialler. T gave C protective and preventative help and advice on rogue diallers but C continued to dispute the charges. T recognised that it failed to respond to C's complaint in a timely manner and applied a generous goodwill credit to their account.

The Ombudsman was satisfied that T had provided C with a reasonable duty of care. The Ombudsman did not require any further action to be taken by T.

1.22

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1.23

C unknowingly became the victim of a 'rogue dialler', downloaded onto the PC, and T then noticed a number of PRS call charges that had occurred on the line. T tried to contact C, but was unable to make contact, so T decided to place a call bar. C complained this shouldn't have happened as security measures were in place. T then referred C to ICSTIS, and provided C with advice on internet security measures. C complained about a business relationship between T and the internet service provider, and T decided to make a goodwill gesture to C for a delay with its response. C requested a refund of three individual call charges as these were all above £20.00, and he had been instructed by ICSTIS and T that these should be refunded. C sent a letter to the service provider, but this was returned "gone away". C then decided to have a call bar placed on the line and also decided to have broadband installed as a security measure.

The Ombudsman required T to provide a further goodwill gesture, equivalent to the cost of all call charges after a certain date, as she felt T should have spotted the problem earlier. However, she welcomed that T had already provided a goodwill gesture in respect of the delay that occurred. The Ombudsman also requires T to send a letter of apology, and this was to be provided with a breakdown of the account. The Ombudsman advised C to continue to liaise with ICSTIS over obtaining recompense for the disputed call charges.

1.24

C was contacted by T and advised of International call charges being generated on the account. T maintained the charges as correct but offered a goodwill credit for a delay in responding to the complaint. The Ombudsman concluded that C had been the victim of a rogue dialler, however was not alerted immediately to the International charges which helped prevent any further charges being accrued. 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 was satisfied that T's goodwill credit addresses any service shortfall in full and any further call charges. 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.

1.25

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

Following a careful review the Ombudsman finds that T took preventative measures by placing a call bar on the account once it realised the activity. The Ombudsman is disappointed that it took T a long time to address C's complaint but felt that T had applied a sufficient credit already to the account. The Ombudsman was satisfied that T had not been in breach of regulatory or legal obligations. The Ombudsman required no further action.

1.26

C received a phone bill which included a PRS charge which was disputed. T provided appropriate advice throughout this dispute and waived interest on the disputed amount whilst it was being investigated.

The Ombudsman did not find any reason to criticise T and required C to pay the disputed amount but did require T to allow a payment plan to be organised for repayment.

1.27

T contacted C advising of high call cost in September 2004. C denied responsibility and requested investigation. T delayed their response and offered compensation. C pointed out that they already had call barring in place. T offered further credit leaving a small balance outstanding. Ombudsman required T to fund the balance. Ombudsman suggested T might wish to review guidance to customers who have had call barring in place for some time to avoid risk of similar incidents.

1.28

C complained to T following an unusually high bill for call charges to an international number not recognised or authorised by C. During this telephone call C stated that T advised that the numbers had been accessed through Cs computer, probably from an auto dialler that had been inadvertently downloaded onto Cs equipment. C asked how to prevent this from happening and a call bar was recommended and agreed to by C. The next quarterly bill received by C was as normal. However the following month C received

a telephone call from the High Value Team of T querying the high call charges. C notified that he had agreed that a bar would be placed by T on international numbers. T stated that this was not in place but that it would be done. Following a further telephone call by C to confirm that the bar was in place it was discovered that again this was not in place. C wrote a complaint letter to T in December 2004. T responded to Cs letter in February detailing that it could not be responsible for the charges as it could not distinguish between authorised and unauthorised numbers and that it was the responsibility of C to ensure that computer equipment was adequately protected. C wrote a further complaint letter and T again wrote back with a deadlock letter maintaining the charges. T acknowledged the problem and that it had responded slowly and credited Cs account with a small goodwill payment. The Ombudsman considered that T had failed to put in place or maintain the international call bar as agreed and that as such it should refund C with the total cost of the international calls plus VAT from November 2004 when the calls began to reappear. T had repeatedly failed to place a bar on these calls despite acknowledging that this was to be done as detailed in its case history notes. C had recognised that computer protection was not the responsibility of T and that these charges had to be paid. She considered that T had failed to notify C of the chance to pursue recovery of call charges through ICSTIS and required that a written apology amending this should be made by T. She considered that T had appropriately paid C a nominal goodwill payment for the length of time taken to respond to C's complaint but commended T for recognising that the high call charges were unusual for Cs number and acting on this by telephoning to query.

1.29

C experienced problems with C's internet connection. C's internet service provider suggested that the problem lay with a rogue dialler, and recommended that C contact C's line provider, T. T informed C that some calls had been made to Tuvalu. T agreed to place an international call bar on C's line. C disputed making the calls. T informed C that C had fallen victim to a scam involving an auto-dialler, and explained that this would have been inadvertently downloaded from the internet, and would have proceeded to call international numbers. T maintained C was liable for the calls.

The Ombudsman was of the opinion that C was responsible for the security of C's computer and therefore was liable for calls made from the auto-dialler. Therefore, no further action was required of T.

1.30

C complained to T about some disputed call charges, which appeared on the bill while abroad. T explained the possible reasons for the charges, but C remained dissatisfied. The matter was escalated and T believed that it had been resolved. The Ombudsman concluded that T had provided C with a reasonable remedy. T was required to provide C with written confirmation that all credits had been applied to the account.

1.31

C received a bill from T consisting of PRS charges. C paid T the bill excluding the disputed PRS charges. T billed C for the charges and due to non payment sent the

matter to a debt recover agency. However, C in the meantime escalated its complaint to T twice verbally and three times in writing. T failed to respond. The Ombudsman was disappointed that T didn't supply a case-file. The Ombudsman found that the PRS charges on the account were payable by C as these had been dialled by C's computer. However, the Ombudsman felt that C had received poor customer service levels from T and for that required T to provide a goodwill gesture to C; bill C only for call charges and services taking into account the payments already made by C. T was required to give C a breakdown explanation of the charges it was seeking from C; remove any surcharges on the account as a goodwill gesture and provide C assurance that no adverse information would be recorded against C's name as a result of the matters raised in C's complaint, and that, if any had, they had now been removed

1.32

C upon receiving billing from T discovered charges for PRS calls and contacted T to complain. T after investigation maintained the disputed charges and advised that the calls had been generated from C's computer equipment. T acknowledged that a delay in responding to C's correspondence and applied a goodwill credit to reflect this shortfall. The Ombudsman was satisfied that this offer addresses in full the element of a shortfall in customer service and the additional charges accrued as a result of T not alerting C sooner to the increased expenditure. Therefore, the Ombudsman did not require any further action from T in this case.

1.33

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1.34

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 felt that a goodwill gesture already to the account by T was fair and reasonable in light of the circumstances. The Ombudsman therefore required no further action from T.

1.35

C was provided with telephone services by T. C discovered 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. C contacted ICSTIS and was notified that these unauthorised numbers were the subject of an investigation. C complained and T began investigating the calls. T maintained that the calls were the responsibility of C and that a credit would be added for the shortfall in

customer service received by C and offered an affordable payment plan to which C initially agreed. The credit was applied to Cs account. C wrote a number of letters to T disputing liability for the calls but T considered that C was ultimately responsible for any calls, authorised or not, from Cs telephone line. T noted that C had been a longstanding and good customer.

The Ombudsman sympathised with C in the distress caused by the unauthorised dialling of PRS 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. T could not restrict access to numbers at its own discretion. It appeared that T had become aware of these unauthorised calls to PRS numbers through customer's equipment around September 2004 as it had warned customers in its update and in C's case T has failed to notify of the unusually high call charges and extraordinary pattern of calls. Therefore she considered that T should take some responsibility for the failure to address the high value of the account sooner and the possibility that the calls were unauthorised. The Ombudsman considered that as a result T was to credit the account with the unauthorised call charges after 9 September, following a day of unusual and high value calls. As C was ultimately responsible for the payment of the outstanding charges C asked that the offer be reconsidered as reasonable for the failure in the customer service and the convenient payment plan utilised. She also required T to make a full written apology for an error in restricting C's service during complaint procedure

1.36

C entered into a 12 month contract with T for a broadband service and could not install the modem. A replacement modem was provided. C stated that this was not done until some time after and that there had been no use made of the service. T said there had been usage on the account and that it was 10 months later that C agreed to make payment but want credit for the 10 month period, this was refused. It was noted that payment had never been made on this account.

The Ombudsman did not require T to take any further steps and recommended that C should make payment.

1.37

C received a phone bill containing PRS charges. C disputed these call charges. Due to delays in investigating this matter T also provided a generous credit to C's account. T did provide full information to C about the company operating the PRS service. No further steps were required of T in this case.

1.38

C disputed charges that had been billed for accessing a PRS from C's computer. C wrote to T to dispute the PRS charges that had come from C's number but which C had said had not been accessed. C telephoned T as no response had been received and T gave C details of the regulatory body, ICSTIS, advising C to ensure that computer equipment was properly protected from rogue diallers accessing PRS's. T put a PRS call bar on C's account and noted that C had written a letter of complaint. C telephoned to

complain on numerous occasions and wrote a further letter of complaint. C was then charged for the unauthorised accessing of international numbers and assurance was given by T that Cs regular monthly payment plan would remain unchanged whilst the matter was being investigated. T then wrote to C notifying that the charges were C's responsibility and to seek a refund through ICSTIS. C was dissatisfied with the answer given by T and the time taken to respond.

The Ombudsman sympathised with C in the distress caused by the unauthorised dialling of PRS and international numbers. She agreed with T that the protection of C's equipment from accessing such services without authorisation was the responsibility of C. T could not restrict access to numbers at its own discretion. C had made attempts to have the matter investigated and T acknowledged that it was told C had written to complain. T gave basic advice on ICSTIS and PRS call barring over the telephone. The Ombudsman considered this was inadequate and was of the opinion that T should have responded in writing much earlier. She considered that T was under a duty to provide advice on C's liability for protecting equipment from unauthorised use and give the details to enable C to pursue the PRS providers through the regulatory body, ICSTIS. She considered that T was responsible for the unauthorised international calls made between acknowledgement of the complaint letter and notification of rights and responsibilities by letter. T was to credit Cs account with these amounts. C was responsible for the PRS call charges to the PRS call barring. Concern was raised with the poor customer service afforded to C in the length of time taken to respond and the inconvenience and distress caused by the variation in monthly payment. She required a goodwill payment to be sent to C.

1.39

C received a telephone bill from T. C discovered C had been charged a substantial amount for calls to Tuvalu. C called T. T informed C that the calls were made by a rogue dialler that had been inadvertently downloaded onto C's computer. T stated that it could not be expected to have prevented these calls from being made. It did however credit C's account with over half the disputed call charges as a goodwill gesture.

The Ombudsman considered that as the calls had been made from C's computer equipment C was liable for the costs of such calls. She considered T's offer to be generous and required no further action.

1.40

C upon receiving billing from T discovered charges for PRS calls of which C disputed making. C added that a poor level of customer service was received from T in attempting to resolve the complaint. T did not respond to the Ombudsman. In this case, the calls from C's equipment did, in the Ombudsman's opinion, change the expenditure significantly enough for T to have been aware of what had happened. She is of the opinion that a call barring facility should have been offered much sooner to help prevent calls of this nature being incurred. This constituted a shortfall in customer service on its part of the T. The Ombudsman was satisfied that C on attempting to resolve the complaint did not receive the normal level of customer service expected from T and this is a shortfall in customer service. The Ombudsman believed to bring this issue to a close that T, as a gesture of goodwill, clear all PRS charges incurred on C's account a day

after they started to accrue, in full and final settlement of the complaint along with a letter of apology for the poor response to his complaint correspondence. C was accountable for all PRS charges incurred before the one day period and any further call usage made.

1.41

C complained to T that they were being diverted to adult websites whilst on the internet. T advised that this was due to a slow connection and increased the gain on C's line. When C received their bill they had incurred charges to international numbers and T advised this was due to a rogue dialler. T maintained the charges and C continued to dispute them. C experienced a poor level of customer service and T applied a goodwill credit to the account in recognition of this.

The Ombudsman found it regrettable that C had been subjected to a rogue dialler. However, as they were the account holder C was ultimately responsible for the equipment they connected to their line and any calls generated by that equipment. The Ombudsman was disappointed with the actions taken by T as it had a prime opportunity to advise C on rogue diallers when they complained about being diverted to adult sites. The Ombudsman was pleased to note that T had recognised its failure and that it had applied a credit to C's account. The Ombudsman considered the goodwill gesture to be generous and did not require any further action to be taken by T in this instance.

1.42

C complained about international premium rate calls to Tuvalu. T investigated the complaint and found no fault on the line. The calls had been generated by a rogue dialler which had been unknowingly downloaded onto C's computer. T offered a credit for customer service issues.

The Ombudsman found that T was entitled to payment for the calls made and accepted T's offer of the credit as fair and reasonable. C was required to pay the outstanding balance.

1.43

C complained about calls to an international number showing on the bill. T experienced delays when dealing with this complaint and made a goodwill gesture. C wanted the disputed call charges removed from the account.

The Ombudsman requires no further action from T.

1.44

C incurred PRS charges and complained to T that they must be incorrect as the call had not been made. T contested this stating that the call charges should be paid and were correct. C argued that the call related to a haulage company but T established that it was a telecommunications company number and advised of this. No information was provided as to whether any equipment was connected to the telephone line but advice was provided relating to rogue diallers and ICSTIS.

The Ombudsman did not require T to take any further steps in this case.

1.45

C has been a target of rogue dialler which has inadvertently used her computer to dial PRN. C noticed this and alerted T to the fact and a call bar was placed on the line. C disputed the amount and requested T to investigate the matter which T did although there was some delay in responding, which T acknowledged. T accepted this and offered a goodwill gesture although maintained the charges as correct.

The Ombudsman is sympathetic with C's situation however she finds that T cannot be held responsible for the charges arising from the customer choosing to attach equipment to the telephone line which has inadvertently dialled Premium Rate Numbers. However the Ombudsman finds that delays by T in investigating the matter has caused the customer inconvenience and has amount to poor customer service on part of the company. On this basis the Ombudsman requires T to increase the credit it has offered to the customer.

1.46

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

On the balance of evidence and in light of the circumstances the Ombudsman felt that T's credit was fair and reasonable. However, the Ombudsman recommended T provided C a further goodwill payment that it previously offered.

1.47

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. Based on the information supplied the Ombudsman required no further action from T.

1.48

C disputed international call charges on their account which related to a rogue dialler. C had to make several contacts to T before it applied an international call bar to the account. T recognised its delay in responding to C's request for an interim bill and provided a nominal goodwill gesture to recompense for this. T offered C protective and preventative advice on rogue diallers but C continued to dispute the charges.

The Ombudsman found it regrettable that C had been a victim of a rogue dialler. Unfortunately, as C is the account holder, they are ultimately responsible for the equipment they connect to their telephone line and any charges that that equipment accrues. T's exchange would have only been carrying out the request of C's equipment by connecting the call to the digits dialled. The Ombudsman was pleased to note that T had applied a goodwill gesture to the account for the delay in customer service that had occurred in this instance. However, the Ombudsman was disappointed that T failed to correctly advise C on its call barring options in the first instance. Therefore, the Ombudsman required T to credit the account with the equivalent to any international rogue dialler call charges that were accrued after C's first contact to the company.

1.49

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1.50

C disputed the PRS and 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.

In relation to the customer service aspect the Ombudsman found that once the PRS and international charges were identified T took preventative measures by informing C of the problem and placed bars on the telephone line. The Ombudsman found that T had already applied goodwill gestures to the account, which were considered to be fair and reasonable in light of the circumstances. The Ombudsman required no further action by T.

1.51

C received a bill with PRS numbers on it and disputed these with T. T advised that they were due to a rogue dialler and it gave C protective and preventative help and advice on this matter. T recognised its delay in responding to C and applied a goodwill gesture to their account. C continued to dispute the call charges.

The Ombudsman was satisfied that T had provided a reasonable duty of care to C and applied a generous goodwill credit to their account. Unfortunately, as C was the account holder they were ultimately responsible for the equipment they connected to their line and any call charges accrued by that equipment. T's exchange would only be responding to the request made by the equipment by connecting the call to the digits dialled. The Ombudsman recommended that C wrote to the PRS company to try and recoup some of the costs they had incurred. The Ombudsman did not require any further action to be taken by T.

1.52

C contacted T to complain about disputed PRS charges, but T maintained the charges. C complained, but remained dissatisfied with T's response. The Ombudsman concluded that C was liable for the cost of the disputed PRS call charges, as the calls were generated by C's own equipment. T was required to offer C a small goodwill payment for failing to fully respond to C's complaint.

1.53

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. Nevertheless the Ombudsman felt that C had received poor customer service levels from T as it had failed to deal with C's complaint in a suitable timeframe. For this reason the Ombudsman required T to provide C an additional goodwill gesture. The Ombudsman expected C to pay T the outstanding balance on the account.

1.54

C accrued PRS call charges and disputed the charges with T. T advised the charges related to a rogue dialler and offered C protective and preventative advice. C continued to dispute the call charges. T maintained the charges and advised C to write to the PRS company and report the matter to ICSTIS. C did this but the PRS company refused to refund the costs incurred. C remained unhappy with the call charges and believed that T should not have paid the PRS charges and shouldn't have passed the charges on to them.

The Ombudsman was satisfied that T had provided a reasonable duty of care to C. As C was the account holder they were ultimately responsible for the equipment they attached to their line and any call charges that that equipment accrued. The Ombudsman was aware that T was unable to withhold payment from the PRS content providers as it does not have a contract with those providers. T's contract was with the interconnecting company who in turn had a contract with the PRS provider. The Ombudsman required

no further action to be taken by T in this instance and she saw no reason why C should not make full payment for the outstanding balance on their account.

1.55

T provided C with an ISP account. C decided to transfer the telephone account also. On checking payment details C discovered that no payments had been taken from the ISP account but all from the telephone account. C contacted T and made payment over the phone for two months ISP and one month telephone charges. Unfortunately T again credited the wrong account. This continued and C made attempts to sort out the problem. T insisted that payments had not been made and debt recovery agents were instructed. C also complained that problems had been encountered with T's customer service with a refusal to allow access to senior staff and failures to make he promised return calls.

The Ombudsman considered that T had given C a poor service. It had great difficulty in accurately accounting for the payments made. It had gone some way in rectifying the problem but the matter has been ongoing for some time which was of a concern. The failures to account accurately had caused C to be pursued by the debt recovery agents causing great inconvenience and expense. C had been denied access to senior call centre staff and there has been a failure to call back as promised. In consideration of the matter as a whole T was required to make payment to C as refund for overpayments on the account and as a goodwill payment to cover the expense and inconveniences suffered by C, with T to ensure that C was satisfied that the credit rating would not be adversely affected by the incident.

1.56

T advised C of an unusual call pattern and high unbilled charges. C disputed the international call charges but T maintained that they had been billed correctly. C issued written complaints and T responded on each occasion. T failed to respond to the final complaint but applied a credit to C's account in respect of this shortfall. C complained that T had received payment for the fraudulent use of the service.

The Ombudsman was satisfied that the charges had been billed correctly and she noted that T had acted promptly in barring further calls. The charges had been incurred over a very short time and the Ombudsman did not consider it reasonable to have expected earlier action by T. C had paid the charges and the Ombudsman did not consider that T should issue a refund. T had applied a credit for the delay in response and the Ombudsman was of the opinion that this action was sufficient. No further action was required of T.

1.57

C disputed call charges to Premium Rate number and complained to T. T responded making a goodwill gesture for the delay in dealing with the complaint. C was unhappy with the response as it did not address the issues in the complaint. T made another goodwill offer. C declined it.

The Ombudsman requires no further action from T.

1.58

C disputed premium rate service (PRS) charges with T. T investigated the charges and identified that they were due to Internet connections. C considered that the charges were the responsibility of T and refused to pay the full charges. C advised that the calls would be paid if recalculated at the local rate expected. T applied a PRS bar for the account and also offered preventative advice for C. T also applied a goodwill credit to C's account but nevertheless maintained the accuracy of the charges. C complained that T had only provided warnings regarding the rogue dialler scam in small print at the bottom of a page. T did not comment on this but the Ombudsman noted that it was the customer's responsibility to read information provided by T regardless of the size of the print. C also complained that T had not advised of the high usage prior to billing but the Ombudsman noted that the charges did not exceed the threshold used by T for notifying customers of high charges.

The Ombudsman was of the opinion that T had acted appropriately in this matter, particularly in its provision of a PRS bar at the first point of contact. T had provided advice to prevent further similar situations and also provided a goodwill credit pending the outcome of the investigation. The charges appeared to have been billed correctly and the Ombudsman noted that both the local rate and PRS numbers were used by C to connect to the Internet. This suggested that the differing connections were to some degree intentional as a rogue dialler would be more likely to connect every time. The Ombudsman required no further action of T but suggested that T contact C to agree an acceptable payment plan to clear the balance.

1.59

T contacted C to advise on an increase in PRS call charges and a bar was applied to the account. C disputed the PRS charges and T advised they were accrued from a rogue dialler but no further call charges were accrued after the bar had been in place. T offered C advice on call barring, firewalls and anti-virus protection. T advised C to contact ICSTIS. C remained dissatisfied with T's response.

The Ombudsman was satisfied that T had provided C with a reasonable duty of care and no further PRS charges were incurred after the call bar had been in place. As C was the account holder they were ultimately responsible for the equipment they attached to their line and any call charges accrued from that equipment. The Ombudsman considered that T had acted responsibly and appropriately and she required no further action to be taken by it.

1.60

T contacted C to advise on an increasing bill. C disputed the charges and T completed a thorough investigation. The Disputed calls related to a rogue dialler and T found no fault with its system and maintained the charges. C continued to dispute the charges and T offered them protective and preventative advice on rogue diallers. T had placed a PRS and international bar on C's account and no further incidences of a rogue dialler were incurred. C continued to dispute the call charges.

The Ombudsman was satisfied that T had provided C with a reasonable duty of care. As C was the account holder they were ultimately responsible for the equipment they attached to the line and any call charges accrued by that equipment. T had acted reasonably in this instance and the Ombudsman required no further action to be taken by it.

2.0 Billing

2.1

C received an invoice from T and disputed the charges and queried further calls charged. T acknowledged and accepted that C did not receive inclusive minutes and therefore is due a refund for calls and for text messages, however maintained that all other charges were correct. The Ombudsman believes this constitutes a shortfall in service on the part of T. As C continues to dispute elements of her billing the Ombudsman believes that T should send a full and detailed copy of the account, clearly outlining the inclusive minutes refunded and the charges for roaming applied. C had made numerous requests for itemised billing and received a considerable delay in actioning this request. The Ombudsman believes this is a shortfall in customer service on the part of T. The Ombudsman is satisfied however; that T has responded to C's request to escalate her complaint and could find no evidence of any wrong doing in relation to this issue. Therefore, the Ombudsman believes to bring this issue to a close that T refund the incorrect charges applied to C's billing, offer a goodwill gesture payment for the overall poor experiences to date, along with a letter of apology. T is further required to send C a full copy of accounts for the disputed period.

2.2

C contacted T to inform it of a change of address. C also updated the mobile phone provided by T. T continued to send bills to C's old address. This continued for six months. C stated that C had contacted T each month to notify it of this. T stated that it had not received notification for six months, when it immediately changed its records. T credited C's account in recognition of its original failure to amend its records. C wanted the contract terminated without penalty.

The Ombudsman examined the bills submitted by C. There was no evidence to show that C had contacted T in between the original notification and the time when T amended its records. T's contact log also did not show any calls made within that period of time. Therefore the Ombudsman was satisfied the credit applied to the account sufficiently recognised T's initial failure. No further action was required.

2.3

C's handset was stolen. C decided to switch to Pay as You Go and requested a usim from T. T promised to send it out but it never arrived. C made many phone calls to T to try and resolve the issue.

The Ombudsman required C to confirm whether C wished to take up T's offer of reviewing the call information to consider awarding a refund. The Ombudsman acknowledged that the offer made to C was reasonable and acknowledged the further

gesture of goodwill to C. The Ombudsman required no further action from T. The Ombudsman required C to accept the compensation offered by T.

2.4

C received a large bill and did not know what it related to. C tried to contact T but could only get through to its automated service. It appeared that C's large bill included two month's arrears and that is why it seemed to be higher than their average monthly bills. T suspended C's business broadband account and transferred outgoing call to its call centre but C was still unable to speak to someone to resolve their complaint. C claimed that by losing their broadband connection it had detrimental effects on their business. T stated that as the account was in arrears it had been suspended for non payment. C made two cheque payments to T but only the second payment was credited to the account and C maintained both payments had come out of their bank account. C experienced a poor level of customer service.

The Ombudsman was satisfied that the charges raised on C's account were raised correctly but she considered that a shortfall in customer service had occurred in this instance. She had concerns that C was unable to contact T to discuss their bill which lead to their services being suspended. The Ombudsman was of the opinion that if C had been able to speak to an advisor in the first instance their complaint may have been avoided and their services would not have been suspended. It was also unfortunate that C was unable to speak to an advisor after their services were suspended and this would have been another opportunity for T to resolve the complaint. Although the Ombudsman was aware that T had acted in accordance with its Terms and Conditions in suspending C's services, its action had hindered the resolution of their complaint. The Ombudsman required T to investigate C's missing cheque payment and if an error had occurred it should rectify this as a priority. T should provide a letter of apology for any inconvenience these issues had caused C. A nominal goodwill gesture was awarded for the shortfall that had occurred and C remained responsible for the outstanding balance on the account.

2.5

C has complained through the appropriate channels and had his complaint reviewed thoroughly. The provision of the service from T has not been at fault. It had noticed a change in C's profile and notified him of this accordingly. The disputed calls shown in the supporting documents were made over a period of four days. Unfortunately it was not quick enough for C's liking.

The calls do not seem to follow the usual pattern of a rogue dialler and appear to be standard telephone calls.

C has been awarded a refund and a gesture of goodwill despite the fact that calls made from a customer's telephone or computer is their responsibility. The Ombudsman is therefore of the opinion that there is no further action that T need take and C is liable for the outstanding amount after it has been reduced by the refund and goodwill gesture.

2.6

C complained to T about billing matters, such as double payments, credit limits and poor customer service. T stated that the complaint had been resolved and compensation paid.

The Ombudsman concluded that T had not provided a poor service, as bills were provided and deemed correct. The Ombudsman did require T to provide a small credit for failing to respond to C's complaint.

2.7

C contacted T to amend the address which showed on C's telephone bill. T received this request on three occasions. On each occasion C was informed the address had been amended. However, the line remained on the bill. T explained to the Ombudsman that the problem was connected to the computer system it used, and offered to manually amend future bills until the computer problem could be identified.

The Ombudsman considered it unusual for T not to be able to carry out such a simple request, but accepted T's offer to manually amend each bill was acceptable until a long term solution could be found.

2.8

C stated that incorrect call charges were incurred on an alternative suppliers billing. C added that a poor level of customer service was experienced on attempting to resolve her complaint. T said that in acknowledgement of the billing error a credit was applied and a further credit for the poor level of customer service. The Ombudsman concluded that it was clear that C has been inconvenienced in attempting to resolve the complaint and with the confusion over the billing received from the alternative supplier. T in acknowledgement of the billing issue applied a credit to C's account and the Ombudsman was satisfied that this covers the disputed charges. As it is unclear over the exact amount T applied to C's account for the overall poor experiences, the Ombudsman required T to offer C a goodwill gesture payment in full and final settlement of the complaint along with a letter of apology.

2.9

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2.10

C took out a contract with T. C's phone was restricted due to exceeding the call limit in the month. C paid the bill by direct debit. The restriction on C's phone was not lifted by T. C does not appear to have contracted T after the payment for six months to inform T of the restriction still in place.

The Ombudsman was of the opinion that both parties should have taken action, T in releasing the restriction on payment and C in informing T the restriction was still in place.

The Ombudsman accepts T's offer of compensating C as a gesture of goodwill, half of the rental payments.

2.11

Due to extreme personal problems, C made a late payment to T in respect of the telephone service. C clarified that although the payment was late; it was made two days before the service was disconnected. T failed to provide any details relating to the dispute, but it appeared the disconnection was made in error. C made many calls and sent letters to T, but it was a number of months before the line was reconnected. C complained that the letters went without a response, and complained of the costs and inconvenience that this matter had caused.

The Ombudsman required T to send C a letter of apology, and this was to be provided with confirmation that it has refunded any charges applied during the disconnected period. To take into consideration the inconvenience experienced, the costs incurred, and the poor customer service, the Ombudsman required T to send a cheque payment to C as a goodwill gesture.

2.12

C took out a contract with T, but due to an error by C, the original DD failed to clear. A payment was subsequently made by credit card, but C complained that the next payment was for two months. T clarified that the payment was for two months, but confirmed that this was fully due at the time it was taken. C disputed this fact, then decided to cancel the DD, and stopped using the handset. T continued to bill C, and C sent many letters of complaint, which T failed to reply to. T applied an early termination fee and billed C for the whole 12 month contract. C complained and brought this matter to the Ombudsman.

The Ombudsman believed T had correctly applied the T's and C's. She also felt T had justifiably billed C for the full term, despite the fact C stopped using the handsets. However, it was clear that the dispute was caused originally by a billing confusion, and she felt T could have taken control of the situation by replying to C's letters. The Ombudsman required T to reduce the outstanding balance with a goodwill gesture, but the remaining balance remained payable by C. She also requires T to send a letter of apology, and this was to be provided with written confirmation of the outstanding balance, and an accurate calculation.

2.13

C experienced problems with two telephone lines and the Internet connection. T investigated the complaint regarding the Internet connection and found that C had been using the connection for business purposes and this was in breach of the agreement. However, T did not fully investigate the problem with the phone lines and C continued to complain. C requested compensation for the use of mobiles whilst the two lines were unavailable but T did not respond to letters or calls of complaint.

The Ombudsman was of the opinion that T had provided a poor standard of service in respect of the problem with the phone lines but as C had moved to another provider it

was not appropriate to request that T investigate. T was required to issue a small goodwill payment to C for the inconvenience caused and for the failure to respond to C's complaint. T was not required to take any action in respect to the Broadband service as she considered that C had acted inappropriately in using the connection for business purposes.

2.14

C joined a daytime internet package with T and expected to receive free daytime internet, but was then subsequently charged for most internet connections through his service line provider. T confirmed the situation but felt it was C's responsibility to ensure he was connecting through the correct dial-up number. T offered no explanation about how this could have happened, and it was clear that C had connected on some occasions through the daytime service. C raised this issue with T on a number of occasions, and was assured that the connections through the daytime service were successful. C complained about the level of customer service and technical support he was provided in this matter.

The Ombudsman was concerned by the points raised in this complaint, and she recommended T review the case to see where improvements could be made. She accepted that the reasons for C's problems were not totally clear, but felt the information provided suggested it would be appropriate for T to refund the call charges. The Ombudsman required T to make a goodwill gesture, and this was to be provided with a letter of apology.

2.15

C cancelled T's internet service in March 2004 and cancelled the DD instruction. However T failed to action this request and continued to charge C. T failed to notify C for 11 months when it presented C with the outstanding balance. T stated it had no record of C's cancellation and C has failed to produce T's acknowledgement of cancellation. T acknowledged its delay in contacting C and for its failure to return calls when promised. T reduced the final balance by 25% as a goodwill gesture, but stated further charges remain outstanding.

The Ombudsman directed T to clear the account of all outstanding charges and to ensure no further charges are generated.

On the balance of evidence made available to her she concluded it was probable C had cancelled the contract in line with the terms and conditions of the agreement. She therefore required T to refund C the remaining 75% that C had previously paid in goodwill.

2.16

C received a bill from T. C stated that C paid the bill. T had no record of the payment, and could not trace it on its system. It asked C to provide evidence from C's bank. C failed to provide the evidence. C made a second payment. T closed the account. One year later C started to be chased for the amount by a debt collection agency. C complained. T contacted the agency and asked it to stop collection action.

The Ombudsman considered that C had still not yet provided proof of the original payment, and therefore did not ask T to refund the money. However, the Ombudsman was critical of the fact that T continued to demand payment of monies already received long ago, and required T to apologise and to confirm no adverse information had been passed to C's credit file.

2.17

C tried to cancel her account with T before moving overseas. Her parents tried to cancel this from February. A final demand was received on 16 February. C received a letter on 9 March stating that the line would be disconnected on 8 April and the final statement on 13 April. A final demand was also received around this date. After C made numerous calls to T she wrote on 17 March referring to the letter from 9 March. There was no response to this letter. She finally received a reply from T. T states that an amount is outstanding and is to be paid by the account holder. T states they will investigate the training issues raised.

As resolution C would like T to waive the final bill and remove the debt recovery and written confirmation that a credit rating is unaffected. The retail branch that initially dealt with C's purchase gave incomplete information.

The Ombudsman feels that, C received poor customer service upon the termination of her account with T and on the balance of probabilities she was not in possession of all the facts at the time of purchase.

C is liable for costs incurred during its obligatory 30 day cancellation period. The Ombudsman is also of the opinion that C's complaints could have been resolved sooner. T is therefore required to make a gesture of goodwill.

2.18

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2.19

T provided C with a mobile telephone contract. C received a bill but T notified that there had been an over charge made. T stated that the account would be refunded in the following bill. C received the bill but could not identify the refund and so contacted T to query. T stated that it had made the refund as promised and that the account was correct. C paid the charges save for an amount equivalent to the over charged amount. C contacted T on a number of occasions and asked for the matter to be investigated before the payment would be made. T maintained that it had made the refund and raised a bill for the amount owing and early termination charges as there had been a breach of its terms and conditions amounting to the termination of the contract. T exercised its right under the terms and conditions to raise these charges.

The Ombudsman considered that the overcharged amount had been refunded and that C was responsible for the remaining payment of this amount that had been withheld pending resolution of the complaint. The refunded amount was not shown clearly and T failed to adequately respond by breaking the charges down for C to understand easily.

The termination of the contract by T was premature as the matter was under investigation and C had made other payments, save for the disputed amount. T was to make a written apology and give C the option of continuing with the contract as if it were never termination. If C felt unable to continue with the contract then T was to waive the early termination charges and C clear the account.

2.20

C was contacted by T, as C's account was in arrears. C had always made payments directly to T on a monthly basis by debit card. Therefore C complained to T that the arrears on the account were due to T's error. T terminated C's account even though a payment was made to clear the account. C was without the service and claimed loss of earnings. C wrote letters to T, but no responses were received.

The Ombudsman concluded that, on the evidence provided, C had received a poor service from T. T was required to fully respond to C's complaint and if it was found that C's loss of service was due to T's error, a goodwill credit was required. T was also required to provide a period of free line rental.

2.21

T contacted C and asked C to call. C attempted to call but could not get but incurred call charges. C disputed call charges to one mobile number. T investigated it and confirmed that the number had originated from C's Sims card. T refunded call charges to C for the time spent waiting but did not inform C of the action to be taken.

The Ombudsman was disappointed that T did not notify C that the call charges were to be refunded. The Ombudsman required T to send a written letter to C apologising for this oversight and explaining the action it had taken.

The Ombudsman was sympathetic to C's position and the surprise at discovering calls to an unknown number. However, T has investigated this number and has confirmed that calls to this number originated from C's SIM card. Therefore, C was liable for these call charges.

2.22

C contacted T to renew a line rental package. T failed to action the request correctly and this caused C to be overcharged. T credited C's account with the overpayment, but C had requested that the money be paid back into the bank. T provided C with a small goodwill gesture for the inconvenience caused. The Ombudsman concluded that C had received a poor service from T and required C to contact T to confirm whether C would prefer a cheque for the overpayment, rather than a credit on the account. T was required to provide an additional credit for the poor customer service received

2.23

C complained to the Ombudsman that T misled it and made C obtain another service which incurred unnecessary costs. When C transferred the service to another provider T still continued to bill C, which led to duplicate billing for charges. The Ombudsman found that there was insufficient evidence to show C had been misled by T. Furthermore,

although C had provided information C had not provided proof showing the exact duplicate charges on the account.

The Ombudsman found that there was evidence of poor customer service levels as T had not responded to C's two recorded delivery letters. The Ombudsman required T to provide C an apology for not responding to C's two letters and provide C a goodwill gesture. The Ombudsman also required T to provide C a full breakdown of the charges it sought from C excluding any surcharges and cancellation fees on the account. Once this information was supplied by T should C still want to dispute charges C should provide T proof showing duplicate charges on the account.

2.24

C subscribed to two mobile phone contracts expressing her intention for payments to be taken from two separate accounts and for the minutes and text messages not to be shared between the phones as they were separate orders. On receiving her first bill C noticed that T had actually taken payment from one account and the minutes were shared between the two phones. C contact T on numerous occasions to resolve the issue and eventually decided to cancel both accounts. T confirmed a final bill for which C sent payment for. Instead of terminating the accounts T sent further bills and finally received a demand notice from a debt collection agency. C contacted Otelo following advice from OfTel to resolve the issue. T having examined the issues concerning C's account realised that it had made some billing errors and offered to refund the full amount including the initial settlement amount and cancel all demand payments.

The Ombudsman finds that based on the information provided that T has failed to follow-up the customers requests in a proper and professional manner. The Ombudsman is pleased that T has offered to refund the full outstanding amount however feels that this has only come about due to her intervention in the matter.

2.25

C ordered service with T through reseller. C was advised that non-geographic calls were free for the first four months. C then received a bill with charges on for non-geographic calls and called T to dispute. T maintained calls.

The Ombudsman said that C must complain to reseller for misinformation given and that C is liable for the calls made.

2.26

C was a subscriber to T's phone service. C complained that T had charged C for calls before they were connected. T stated that this was impossible. C also pointed to calls. T had charged C for which overlapped. T explained that the charges related to one call. T charged a set rate up to an hour, and then by the minute after this. The call lasted longer than an hour, and was split into two on the bill to reflect this. C complained that C had reintroduced a charge for three smart boxes T had provided for free at the start of the account. T made no comment on this.

The Ombudsman accepted T's explanations regarding the charging for non-connecting calls and for the call of over an hour. T was required to confirm whether or not C had

been charged for the smart boxes, and if so to refund any monies taken in respect of these charges. T was also required to apply a small goodwill gesture to C's account in recognition of its handling of the complaint

2.27

C signed up for a BB service with T, but was unable to maintain a connection until the service was disconnected nearly two months later. T admitted the problems and placed a one month credit on C's account. When the service was disconnected, T applied a disconnection fee on the account, but upon investigation decided to waive this fee. T applied a further credit to C's account to apologise for the inconvenience, and admitted internal communication problems had created the dispute. C complained about not receiving a reply to any letters and requested an explanation.

The Ombudsman believed T's actions had already addressed C's issues, but felt T should also make an additional goodwill payment for the poor customer service provided. She also required T to send a letter of apology, which would include a full explanation of C's problems.

2.28

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2.29

C reported having 3 accounts with T. C complained that all three had been miscalculated on a number of occasions. C said he had contacted T on a number of occasions to try to resolve these issues. T admitted that C's accounts had been incorrectly debited and credited and incorrectly recalculated. C requested a refund of all overpaid amounts and that the three accounts are terminated without penalty. T offered to do just that. The Ombudsman required T to do as it offered and also to write to C apologising for the poor customer service received and to pay a small sum for each account as a goodwill gesture to reflect this.

2.30

When C signed up with T C was promised that there would be one account for his telephone and internet account. However, C started receiving various bills for two separate accounts. C cancelled the account for services supplied by T as it had made an overcharge. T advised the ombudsman that when C requested the services C was told that there would be two separate accounts. T advised the Ombudsman that it cleared the balance on both of C's accounts and fully closed the account. T stated that it corrected the billing errors on C's account as soon as it became aware of them. On the balance of evidence available the Ombudsman had insufficient information to suggest that C was advised that there would be two accounts. Nevertheless C had also provided no proof that C was advised on the contrary. Although there are no full call records for this account the Ombudsman found that between a certain period at least 4 credits had been applied to the account, which T had not discussed in its case summary submission. Although T stated that on a certain date it cleared the balance on both of C's accounts and fully closed the account it didn't state how much of the balance was

cleared. The Ombudsman felt that the account appeared to have been resolved, but felt that on the balance of probabilities C may have received poor customer service levels from T and for this the Ombudsman required T to provide C a goodwill payment.

2.31

C received a bill from T. C discovered that T was not charging C for telephone calls. C reported this on several occasions. T could not explain why C was not being charged. T stated that as a goodwill gesture it would undertake not to apply telephone call charges retrospectively. C continued to be concerned that T would eventually send a huge bill.

The Ombudsman required T to provide written confirmation that it would not bill C for calls that C had not been billed for. T was also required to confirm that C could cancel the account without penalty if the problem persisted.

2.32

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2.33

C complained that T had not informed C that C would not receive a monthly bill if it was below a certain amount. C also complained that all Premium Rate Service numbers would be barred for all customers unless customers opted to make this type of call.

The Ombudsman was satisfied that all relevant information was contained in T's Terms and Conditions and therefore required no further action from T.

2.34

C cancelled service with T as she was moving address. C continued to be billed for an Internet dial-up service by T. T state that the Internet dial-up service was not cancelled when the other services were. C states that according to her bill the Internet dial-up service was part of her then landline package and so when this was cancelled it was assumed that the Internet dial-up service would also cancel.

The Ombudsman said that T must refund all rental charged since cancellation of the landline service but that C is liable for any cancellation fees applicable.

2.35

C made a duplicate payment to T. Despite numerous contacts by telephone and letter and sending in the required proof on several occasions T did not apply the refund to C's account.

The Ombudsman was disappointed and concerned that T had not supplied a copy of the case-file despite her office making two requests for the details. Based on the balance of evidence available the Ombudsman felt that C had received poor customer service levels from T as nobody had taken ownership of C's complaint despite numerous contacts from C and Cs' partner. The Ombudsman required T to provide C a refund for the duplicate payment that C had made to the account on the basis C provided T proof

of this. Furthermore the Ombudsman believed that C had incurred costs for pursuing the complaint within T and for this should be compensated with a goodwill gesture.

2.36

T carried out an investigation into C's account which resulted in all charges being cancelled and the customer's account closed. T apologised for any confusion that had been caused and hoped that a satisfactory conclusion to this complaint had been reached.

2.37

C contacted T on numerous occasions as it had made mistakes on price plans. T stated to the Ombudsman that it had delivered poor service levels but had now compensated C for the inconvenience. The Ombudsman felt that although C had received poor customer service levels from T C had now been sufficiently compensated for this. The Ombudsman required no further action from T.

2.38

C requested T to apply a credit limit on two contract mobile phones that C purchased for its children. Despite three separate requests T failed to apply the credit limit. One occasion T advised C that the credit limit was applied to the accounts but wasn't working. C later incurred high charges on the account as the credit limit wasn't applied correctly. Whilst the Ombudsman appreciated C's comment's that C was misadvised by T in relation to the spend checker facility she felt that C had impliedly accepted the terms and conditions of the contract and therefore agreed that the spend checker facility was a 'guide only' and not guaranteed. Although the Ombudsman had no reason to doubt C there was no direct evidence of C being misadvised. The Ombudsman felt that T should have actioned C's first disconnection letter within a suitable timeframe and for this felt that C had received poor customer service levels. The Ombudsman felt that T should waive half of the early termination fee as a goodwill gesture whilst C was expected to pay T the remaining outstanding balance on the account.

2.39

C cancelled services with T due to a change of address but T failed to act on the request. C made further requests but T continued to bill for services. T then referred the balance on the account to a debt collection agency. C attempted to contact T on numerous occasions throughout the dispute but T failed to respond to written complaints. T advised C by phone to ignore the balance as T was aware that it was incorrect but the debt collection activity continued. C paid the charges to avoid further action but requested a refund.

The Ombudsman was of the opinion that C had acted responsibly in complying with T's advice and paying the disputed sum. However she was of the opinion that T had failed in its provision of customer service and had ignored C's requests to cancel the account. T was required to refund all payments made after the date that cancellation was first requested, close the account and issue a small goodwill payment to C in recognition of

the problems caused. T was also required to remove any negative comments submitted to the credit reference agencies as a result of this matter.

2.40

C experienced problems and didn't receive some bills from T. C tried paying via debit card but this was rejected. C's service was then cut-off due to non payment. C wanted T to pay half of the costs due to the problems with billing. T stated that it had already applied a goodwill gesture. The Ombudsman required no further action as she thought it was reasonable.

2.41

C tried transferring its old T pay as you go account mobile number to T's new price plan on contract. C was advised that it would take a month to do this, but due to an error on T's system c received a bill for the pay as you go account instead. C wrote to T on a number of occasions who failed to respond within an acceptable time period, but when it did it applied appropriate credits to both accounts. Although C claimed that he had revoked his contract technically the Ombudsman found that the contract couldn't be termed as being revoked as offer and acceptance took place long before the problems started occurring on the account. Hence, revocation couldn't occur after the contract had been accepted. Nevertheless, C could claim that the contract had been terminated due to T breaching the agreement. However, the Ombudsman was of the opinion that despite these breaches by T it had already suitably provided a remedy by applying appropriate credits to the accounts as goodwill gesture. As this had been done the Ombudsman felt that for C choosing to terminate the agreement at its own will C should make some contribution towards paying the early termination fee as this was only fair in light of the circumstances. The Ombudsman found that C may have received poor customer service levels from T as some of his correspondences were not addressed within an acceptable time frame and for this C should be allowed to terminate his agreement by paying a reduced early termination fee and for other charges on the account to be waived as a goodwill gesture. The Ombudsman was of the opinion that this was reasonable in light of the circumstances.

2.42

C sent payment by cheque to T. T cashed the cheque but failed to credit C's account accordingly. C provided bank statements as requested by T to prove the cheque had been cashed. T failed to consider the statements and trace the payment. C stated T provided a poor level of customer service.

The Ombudsman concluded there had been protracted period of delay on this case and there was a definite shortfall in customer service provided. She directed T to credit C's account, and ensure C's credit rating was not adversely affected. She also required T to make a goodwill gesture in recognition of its customer service issues.

2.43

C complained to T about frequency of call appearing on C's bill. T investigated and found no faults. T made a goodwill gesture to clear the disputed charges. C declined the

offer. T suspended C's services for non payment. The Ombudsman required no further action from T.

3.0 Broadband

3.1

C contacted T after experiencing technical difficulties with a broadband service, but maintained that contact could not be made. C added that a poor level of customer service was received in attempting to resolve the complaint. T acknowledged C's contact but maintained that C did not make a genuine attempt to resolve the technical faults. The Ombudsman is satisfied that C experienced technical difficulties with the broadband service and this has caused some inconvenience. C had attempted to resolve the technical issue and was restricted in the attempts to contact T, due to in the Ombudsman's opinion an increase in call volume at that period. The Ombudsman believed that C also received a shortfall in customer service regarding the failure of promised call backs and the poor response to the written correspondence. Therefore, the Ombudsman believed to bring this issue to a close that T clear C's account balance to nil and terminate the agreement, without penalty, along with a letter of apology in full and final settlement of the complaint. C is accountable for any other call charges accrued

3.2

C ordered a Broadband service to run at 512K but was only supplied with a run speed of 288K but was charged for the higher banding. T failed to upgrade system for several months and C requires refund for over charge and the run speed to be corrected. The Ombudsman required T to make a goodwill payment for each of the 7 months C was supplied with the lower banding. T to send a letter of apology to C for inconvenience caused and for the time taken to resolve the run speed.

3.3

C contacted T on numerous occasions due to experiencing problems with the broadband service. T advised C that the service should be ceased and then re-provided. C refused to accept this as T had already taken time to deal with the complaint. T cancelled the service and applied a cancellation fee. The Ombudsman examined C's supporting documentation. She found that the correspondence on the whole revealed that T had failed to action C's complaint within a suitable timeframe. The Ombudsman found that C's advice that the broadband service should be ceased and then re-provided was unreasonable due to the length of time taken to deal with C's complaint. The Ombudsman found that due to C giving T ample opportunity to deal with the complaint T should cancel C's broadband service without any penalty charges and credit C's account for the periods the service was disrupted.

3.4

C ordered broadband from T. Due to problems with C's computer C tried cancelling the broadband with T. T stated that termination fee would be applied. C assumed that due to

C cancelling within the 'cooling off' period termination fees wouldn't be applied. Whilst the Ombudsman understood C's concerns and frustrations she had no reason to criticise C in pursuing the payment from C or alternatively imposing the termination fee for cancellation. The Ombudsman agreed that the 'cooling off' period started from the time that the customer first requested the Broadband service and not from the date of connection. The Ombudsman was confident that C had not acted contrary to any Consumer Legislation such as Distance Selling Regulations 2000 or breached its Terms and Conditions. On this basis the Ombudsman recommended C to accept T's goodwill gesture offer.

3.5

C disputed charges on the bill and had problems with a faulty broadband service. T responded to the bill charges and after a system error the charge was removed three months later. No response was received with regards to the Broadband problems from T.

The Ombudsman said that T should send a complete breakdown of the bills to C plus an apology. T also to confirm to C that they can now apply for service with another service provider. A nominal goodwill gesture was also awarded due to a shortfall in customer services.

3.6

C said she cancelled broadband service with T within the cooling off period. C sent letters to T and received no response. C then received debt collection letters. T said that it has now removed all charges on the account.

The Ombudsman said that T should award C with a nominal goodwill gesture and send a letter of apology. T to confirm that C's details have been removed from the debt collection agency's database.

3.7

C says that since installing T's Broadband he has been unable to connect to the Internet for more than a few minutes. T has confirmed that the connection logs do show large amounts of data being uploaded to the Internet and this indicates that either a virus or Spyware is on C's computer. The Ombudsman can confirm that although Internet Service Providers can give customers advice about how to combat such problems as viruses and Spyware the onus is on the customer to protect themselves from downloading unwanted or damaging software from the Internet.

C is also not happy due to the lack of response to his letters and the promised call backs that were not received. T have advised that they are sorry for the lack of a call back and also recognises a shortfall in customer service with regards to the lack of response to C's letters.

The Ombudsman has requested that all rental charged be maintained but that due to the shortfall in customer care that C be released from his contract without penalty. The

Ombudsman has also suggested that the customer arrange for independent help from a computer technician to resolve the virus issues on his computer.

3.8

C disputed telephone and broadband service orders with T as felt she was misadvised at point of sale. C also could not connect to the Broadband service although T claims this was due to a virus. C then transferred service to another provider and cancellation fees raised.

The Ombudsman said that all rentals to be refunded back to the date that service was transferred to another provider. T to confirm this in writing to C and to also confirm that cancellation charges are to be deleted.

3.9

C experienced a problem with T's broadband service and complained to T on several occasions. T maintained that C's connection was good and that the problem lay with C's own equipment or security settings. C remained unhappy with T's response and wrote several letters to it which remained unanswered. C stopped paying for T's services. C experienced a poor level of customer service.

From the evidence presented to her, the Ombudsman was unable to establish the exact reason for the broadband problems that C experienced. The Ombudsman considered that a shortfall in customer service had occurred in this instance. Therefore, the Ombudsman required T to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred in this instance. It appeared that C had been able to use T's broadband service and therefore the Ombudsman saw no reason why C should not pay for that service.

3.10

C subscribed to T's broadband service but experienced connection issues. C complained to T and requested to cancel the service. T advised that C was tied into a minimum term contract and C disputed being advised about the contract. C experienced a poor level of customer service.

The Ombudsman considered that there was doubt over whether or not C was advised they would be entering into a minimum contract when accepting the broadband service. The Ombudsman was disappointed that T failed to take appropriate action in several instances which lead to a shortfall in customer service. The Ombudsman required T to cancel C's broadband service and waive a portion of the early termination fee.

3.11

C took delivery of a modem and activated the account. As a fault ensued a replacement was given, however C requested a credit for the time without the modem. T refuted any knowledge of C's complaint. The Ombudsman concluded that C had made an attempt to clear his charges and free the marker on his line and this was ignored by T. Therefore, T was required to release the line and offer a goodwill gesture payment.

3.12

C complained that T about continuing bills for a broadband connection that it was never able to provide. C continued to pay for the contract because T wouldn't release C. C had highlighted that T had not informed he PC would need Windows 98SE to connect to broadband, and as this was not installed C purchased the software, after consultation with T's technical staff. However, this did not resolve the problem, and C also complained about the tutorial disk supplied being faulty. A fact C said T had confirmed. C also detailed that T had failed to reply to two letters.

The Ombudsman was concerned that C had highlighted receiving poor customer service, and felt that C may not have received the technical support she could have expected in this matter. She also felt she had to believe C's details on the balance of probability without any information being provided by T. Therefore, the Ombudsman felt it was unreasonable for T to hold C to a contract C was not receiving and required T to terminate the contract, and make a full refund. She also requires T to send a letter of apology.

3.13

C was without service for a short period due to an error made by T. T restored service but C wished to claim compensation. T made a reasonable offer, which C rejected. However, T considered C's request for higher compensation to be unreasonable given the short time without a service. C also complained that T had failed to respond to letters issued.

The Ombudsman was satisfied that T had made an appropriate offer but she acknowledged that T then made a further more generous offer. She required this to be applied to C's account along with a further credit for T's failure to respond to C's letters.

3.14

C contacted T to cancel the broadband service by telephone before the activation date. T assured C that this would be done. C later received a bill from T for broadband charges despite cancelling and not using the account. C contacted T on numerous occasions, but reached no resolution. The Ombudsman was disappointed that t had not provided her office with case-file details relating to C's account despite two requests being made. The Ombudsman felt that C had took reasonable steps to pursue the cancellation request before the usage of the service. The Ombudsman had no reason to doubt C in that C contacted T from the outset to cancel the broadband service. The Ombudsman required T to cancel C's broadband account and refund C for all the payments taken from C as a goodwill gesture. The Ombudsman also required T to remove the marker placed on C's telephone line so that C could obtain the broadband service from another provider should C wish to in future.

3.15

C says that when his Broadband service with T was installed it did not work and so contacted them for a visit from a technician. The technician did not arrive on the date

agreed and when he did arrive he could not repair the problem. Due to this C contacted T to cancel all services and was advised that his Broadband could be cancelled with no fee but that his TV and Telephone were on a 12 month contract and so he would be liable for a penalty fee for early cancellation. C did not agree to this and consequently has not paid the penalty fee raised.

The Ombudsman said that as the TV and telephone did work and were not at fault that C should pay T the penalty fee. However due to the missed appointment a nominal goodwill gesture should be awarded.

3.16

C contacted T to complain about the speed of the broadband service. T upgraded the service, but the problem persisted. T had also supplied the service to the wrong line, but this was corrected. C complained to T, but the problem remained unresolved for several months. The Ombudsman concluded that T should fully investigate the technical issues involved and C should receive a written explanation. If it was found that the slow service was as a result of poor service from T, T should provide C with a goodwill credit and a letter of apology.

3.17

C stated that the broadband service received from T was of a poor quality. C added that a poor level of customer service was received from T. T said that after investigation its diagnostic tests came back clear, however the quality of the connection was not of a good quality. The Ombudsman believed that C was inconvenienced in not receiving a quality service normally expected from T and this was a shortfall in customer service. The Ombudsman was satisfied that C did not receive an appropriate and timely response to his complaint correspondence. Therefore, the Ombudsman believes to bring this issue to a close that T is to refund the broadband charges back to C's initial contact date, contact C and make immediate arrangements to connect the broadband service, send a letter of apology. If connection cannot be made, T should refund all charges and cancel the contract without penalty.

.18

C had technical issues with sent emails and contacted T to complain. C added that a poor response was received. T acknowledged C's contact and stated that it had acted correctly regarding C's issue. The Ombudsman advised that T had given the correct advice to resolve C's issues but it was delayed. She was satisfied that C did not receive an appropriate level of customer service normally expected. To bring this issue to a close, the Ombudsman required T to offer C a goodwill gesture refund of the cost of three months free broadband service along with a letter of apology as full and final settlement of the complaint.

3.19

C experienced numerous problems with T's broadband service. Following this C cancelled the service. C was promised a refund for the unused period by T, but this was later not given.

T stated that it had already applied a one month broadband usage credit, provided C with replacement equipment and closed the account. The Ombudsman found that T was not clear in the credits it had applied to the account and the usage that C had made of the service. The Ombudsman required T to refund C for the unused broadband service period as a goodwill gesture.

3.20

C disputes that Broadband service was ordered with T. C does not want to pay the cancellation fee due to this. T has confirmed that C did order Broadband service with it and that the cancellation fee has already been reduced in order to resolve the complaint. The Ombudsman's opinion is that the cancellation fee should be maintained.

5.0 Cancellation

5.1

C [moving property] gave T notice to terminate the TV service in September with an effective date of November. C has continued to receive monthly bills. C has continued T and received assurances that the account is closed but the bills continue.

The Ombudsman is disappointed that T has not submitted a case file and the level of customer care that it has shown C. The Ombudsman requires T to process the termination request from C and produce a final account; to refund any money owed to C for charges that have been incurred incorrectly since the effective termination date; to send C a written letter of apology, send a final statement of her account, confirm that her account is closed and to confirm that her the necessary action has been taken to correct her credit history and to make a goodwill gesture to reflect the disappointing level of customer service received.

5.2

C terminated her contract for telephone and internet services with T. C refused to pay the full amount on final bill as this included advance service charges. C sent payment by cheque for the balance owed. T cashed the cheque but was unable to trace payment and continued to bill C adding late payment charges. C sent copies of bank statements but was unable to get the matter resolved. C had to pay a further amount to avoid legal action and to obtain a copy of the cheque from the bank. On referring to Otelo T cleared the balance on the account.

The Ombudsman found that C had supplied her name and address when sending the cheque and T could have contacted C for account details if needed to attach payment to correct account. T failed to do this. The Ombudsman required T to provide a goodwill refund to cover the bank charges, the additional payment and for the inconvenience.

5.3

C cancelled the service with T however due to a technical problem T continued to charge C each month. T also failed to cancel the service and calls C made after the

cancellation date generated on T's account. T stated it refunded the payments it had taken by DD until it finally stopped the service. T delayed over 8 months in providing the refund. T stated a remaining balance for charges had not been paid so it passed the account to its debt collection agency. C paid this amount but did not agree T should have maintained it.

The Ombudsman concluded T should refund the charges generated after C thought the service had stopped in full as a goodwill payment. She considered this amount satisfactory redress in consideration of the poor level of complaint handling and customer service C experienced. She directed T to issue a letter of apology and an assurance the account was cleared and C's credit history had not been adversely affected.

5.4

C contacted T to cancel service. T offered a new call package for three months which C accepted. C received bills without the quoted call package on it. C then transferred service to another provider and T continued to bill for its services which were no longer in use. C called and sent letters to T but no one responded or helped to resolve her complaint.

The Ombudsman said that T must refund rental charged back to when service was transferred to another provider. T to send written confirmation of what has been refunded and also apologise for any inconvenience caused. A nominal goodwill gesture was also awarded to C.

5.5

C registered with T for an anytime package. After registering C found that they could not get access to the internet and the downloaded software had caused considerable disruption to their system. On the same day C says they e-mailed and wrote to T to cancel the contract due to the problems experienced. T did not request payment that month, and C presumed the contract had been cancelled. T did claim the monthly rental the following months. C contacted T to request a refund. C says T informed them that T had not received the e-mail or letter to cancel the contract and would require 28 days notice. C put their complaint in writing, requesting cancellation of the contract and stating that the contract they signed did not have a 28 day notice period, instead it said the date the cancellation was received or the last date of the prepayment.

The Ombudsman is of the opinion that C received poor customer service in this instance. The Ombudsman requires T to issue a letter of apology to C for not cancelling C's contract, to refund C the additional line rentals and to make a gesture of goodwill.

5.6

C was a customer of T. C moved house. C gave T a month's notice of the move. T informed C that C could not receive the services T provided at C's new address. C therefore requested the contract to be cancelled and the final bill sent to C's new address. T failed to cancel the contract and continued to send bills to C's old address. C complained. T informed C that C was in a twelve month contract and could not cancel.

The Ombudsman pointed out that on T's website it stated that C could cancel the account giving one month's notice if moving to an area where T's services were unavailable. Furthermore it would be unfair for T to demand C pay the remaining months of the contract when T was unable to provide C service. Therefore, T was required to cancel the account with no amount outstanding, confirm no adverse information had been passed to C's credit file and make a small goodwill payment in recognition of the distress and inconvenience caused.

5.7

C contacted T to cancel its services by telephone and letter. T continued to bill C and the accounts remained active. C wrote to T, but T failed to respond. C contacted T by telephone, but queries were not dealt with by Customer Services. The Ombudsman concluded that C did receive a poor customer service from T and required T to provide C with a refund and goodwill payment. T was also required to confirm its charges in writing and to confirm that the accounts had been closed.

5.8

A third party acting on behalf of C complained about T's actions as it had taken advantage by signing C to a contract as a vulnerable person. T investigated the matter and cancelled the account on receipt of the Power of Attorney documentation from the third party which should have shown that the third party had POA over C. The Ombudsman found that T had taken reasonable steps to cancel C's account once it had been provided proof by C that it had Power of Attorney over C's affairs. Although the Ombudsman appreciated the point that vulnerable people should not be taken advantage of, the Ombudsman felt that there was insufficient information available to suggest what the sales person's perception was of the situation at the time of the sale. Hence, there was no evidence that the sales person took advantage of C as a vulnerable person. On the balance of evidence available the Ombudsman could not warrant T providing a huge goodwill gesture to C but felt that T should provide a small goodwill gesture to C for any inconvenience caused in this sensitive matter.

5.9

C contacted T to provide 30 days notice of cancellation of C's account. C confirmed this in writing. T failed to cancel the account and continued to bill C and take payments. C wrote letters to T, but T failed to respond apart from sending further bills and threatening court action. The Ombudsman concluded that C had received a very poor service from T and required T to cancel the account, refund any overpayments, an assurance that C's credit rating had not been affected, a goodwill payment for poor customer service and a full apology.

5.10

C contacted T to cancel the service, as C's mother had passed away. T failed to cancel the service or arrange the collection of its equipment. C rang and wrote letters to T, but T failed to respond. The Ombudsman concluded that T had provided C with a very poor

customer service. T was required to fully respond to C's complaint, provide C with a goodwill payment and contact C immediately to collect its equipment.

5.11

C claims to have cancelled the Carrier Pre-Select Service (CPS) in relation to both of the accounts with T. C received invoices from both companies requesting payment. C says that T failed to carry out the request. T stated that it received the cancellation request at a later date, but C claims to have written to T at an early date requesting the cancellation. T maintained call charges.

The Ombudsman was disappointed as T had not supplied her with case file details. The Ombudsman noted that C had supplied her with supporting documentation.

Based on the merits of the case and on the balance of probabilities the Ombudsman was of the opinion that C had cancelled both accounts at an earlier date. The Ombudsman therefore required T to clear the outstanding balance on the account and ensure that the balance was set to zero.

5.12

C said that a written request for cancellation of services was sent to T, but the company chased for charges after cancellation. C added that a poor level of customer service was received from T. T stated that the request for cancellation was carried out correctly as it was sent to an incorrect department. T maintained the charges as correct as the handset had been used after cancellation. The Ombudsman considered that as the owner of the handset C was accountable for any charges incurred. T additionally cleared PRS charges incurred on the account as a goodwill gesture. The Ombudsman was satisfied that T did not respond in a timely manner to C's complaint correspondence. The Ombudsman believed to bring this issue to a close and keeping in mind the PRS charges cleared from C's account that T offer a goodwill gesture payment for the failure to respond in a timely manner to the complaint correspondence along with a letter of apology. C is accountable for all remaining charges on the account.

5.13

C claimed to have telephoned T in December 2003 to cancel C's contract. T had no record of the telephone call but C was able to provide evidence that it had been made and the Ombudsman found, on the balance of probabilities that C had cancelled the contract during that call. C admitted having handed the telephone to C's child who then passed it to a friend. The Ombudsman found that it was reasonable to expect C to pay charges that had accrued during the cancellation period of 30 days but did not require C to pay for any line rental or charges after that date. The Ombudsman found that it was unreasonable for T not to have made contact by any means other than email for over a year, at which point T's debt collectors wrote to C. She required T to write to C apologising for this and confirming that no adverse credit history had been created.

5.14

C says that written confirmation to cancel both accounts were sent to T that was neither actioned nor responded to. T said that an error was made and as a result the request was not actioned. The Ombudsman concluded that C after sending T written confirmation to cancel both accounts did not have this actioned by the company. This caused C some considerable inconvenience whereas C continued to receive billing and made numerous attempts to contact T to cancel the services as requested. This has been a shortfall in service and customer service for C. The Ombudsman noted the remedy offered by T and found this offer helpful and appropriate in the circumstances, regarding its failure to action the cancellation of C's both accounts. Therefore, the Ombudsman considered bringing this issue to a close and keeping in mind the remedy offered by T, that the company should clear C's account balance to nil in full and final settlement of the complaint along with a letter of apology. T should send C clarification that both the accounts are fully closed and that no adverse information has been passed to any credit reference agency as a result of this episode.

5.15

C received a call from T. C agreed to T's Carrier Pre-Select service. Within the cooling-off period C changed C's mind. C contacted T, who agreed to cancel the service. Due to a system error, T failed to do so. C received a bill from T. C called T, to ask why the service had not been cancelled. T agreed to cancel the contract. T asked C to pay the charges for calls made while C was a customer, but offered to reduce the amount by 20% in recognition of the error. C refused, considering that T should clear the amount outstanding.

The Ombudsman considered that C should pay the call charges incurred while C was a customer of T. C would have had to pay these call charges if C had remained a customer of C's previous provider. The Ombudsman was satisfied that T's offer to reduce the amount outstanding adequately recognised its error and the subsequent inconvenience caused.

5.16

C upgraded his internet to broadband with T and experienced problems. T cancelled the service and applied a goodwill gesture for poor service. The Ombudsman further required T to provide C an apology for poor customer service levels and to review its interdepartmental procedures.

5.17

C was unhappy with the upgrades offered by T so C wrote to T to cancel the mobile phone contract. C then received a further bill from T and wrote again to ask for the contract to be cancelled. C then called T and faxed through the correspondence so that T would cancel the contract. T eventually cancelled the contract and agreed to credit C's account with the charges billed since C's original request would have been actioned. C complained that T should compensate C for the time and costs incurred by the delay. C

also complained that T had refused to provide a PAC number that T had not refunded C with the final credit on the account and that T had treated C in a discourteous manner.

From the evidence, the Ombudsman was satisfied that T had apologised to C for the delay in cancelling the account and T had credited C's account with the necessary adjustments to ensure that C was not penalised because of this. However, it was clear that C was inconvenienced as a result of the delay and incurred some costs and time to resolve the matter. It was also likely that C had been inconvenienced by T's failure to provide with a PAC number or explanation for this. It also appeared that there was an outstanding credit on C's account, which has not been refunded.

The Ombudsman required T to provide C with a written explanation and apology for failing to provide a PAC number and to provide C with a goodwill payment in respect of its handling of the matter and the inconvenience caused.

5.18

C cancelled the account with T and transferred service to another provider. C paid T the outstanding amount on the account, but then started receiving invoices for different amounts. When C contacted T C was informed that the account had been closed and no further monies were owed. The Ombudsman felt that there had been a certain level of confusion created over what amount C owed T. According to T had C paid the bills on time this may not have occurred? Furthermore T said that C failed to inform it that C had transferred the service to another service provider which again caused package fees to be added on for periods the service wasn't in use. Nevertheless the Ombudsman examined T's call records and found that C did contact T on numerous occasions in relation to the billing. Had C been advised thoroughly and correctly from the outset the complaint may not have escalated. The Ombudsman welcomed T's proposal to clear the outstanding balance on the account and required it to provide C assurance in writing that this was the case along with assurance that no adverse information had been recorded against C's name and if any had it had now been removed in relation to the matters raised in the complaint. Furthermore the Ombudsman required T to provide C an apology for any inconvenience caused and a goodwill gesture.

6.0 Carrier Pre-Select

6.1

C received notification from T that it would provide CPS from a certain date. C was under the impression that T was also providing line rental too. C then received bill for line rental from another service provider and contacted T to cancel the agreement as C did not want to pay both companies. C's account was not cancelled due to an error. C sent three letters to T but only received one acknowledgement. The Ombudsman found that T had not supplied C with line rental, only CPS and therefore C was not out of pocket for this. However the Ombudsman also found that C had experienced poor customer service regarding C's cancellation request and T's lack of response to C's complaint. Therefore the Ombudsman required T to confirm the closure of the account in writing along with an apology, refund any remaining credits and offer C a goodwill payment for any shortfall in customer service.

6.2

C claims that he did not want to have service with T but that in order to get rid of the salesman he signed an agreement. The next day he contacted T to cancel this agreement and also wrote to it to confirm. T has confirmed that they have no record of this call or subsequent letter sent.

C received a bill from T and due to this contacted his current Service Provider who advised that it would switch C back to it for his calls. T has no record of this request to cancel service from the current Service Provider.

C received further bills from T and due to this sent a letter disputing the charges to T. T responded confirming that the account had now been cancelled and that the outstanding amount was liable to be paid by C.

The Ombudsman's opinion in this instance is that C must pay for any calls charged but that T award C with a goodwill gesture for any pressure they felt under when approached by T's salesman.

6.3

C started to be billed for his calls with his current line provider in error. C contacted his call provider but received no response. A fault was raised by T but no evidence was provided to suggest that further investigation was instigated. C incurred more call charges with his line provider.

The Ombudsman said that T should refund C with any call savings he would have received through T and send a letter of apology. A nominal goodwill gesture was also awarded due to a shortfall in customer service.

7.0 Credit Control

7.1

Several years ago C refused to pay a bill from T, as C felt it was inaccurate. T considered the complaint and agreed that C had been slightly overcharged. T amended the bill. C paid the bill. C however incurred a credit default as a result of C's refusal to pay. Recently C applied for a loan. C discovered that T had not recorded the debt as settled. T contacted the debt collection agency and recorded the debt as settled. However, C continued to experience problems obtaining a loan.

The Ombudsman considered the original dispute was outside her terms of reference. However, she was able to consider the action T had taken to resolve the problem. She concluded that T had now done all it could and that C's problems were in all probability connected to the original default, which she was unable to consider.

7.2

C stated that a credit default was placed onto C's account by T and insists that all payments have been made. C added that a poor level of customer service was received. T maintained the default due to non payment of funds but applied a goodwill credit due to a customer service shortfall. The Ombudsman is satisfied that on the balance of evidence presented T was warranted in placing a credit default on C's account. Although C was inconvenienced in her attempts to resolve her complaint T has addresses this with applying a credit to her account. Therefore, no further action is required from T in this case.

8.0 Customer Service

8.1

C subscribed to T's services but when they received their agreement their name was incorrect and an additional service had been added to the account. C complained to T but did not receive a response. C's service did not work since installation and T stated this was due to an It error. C made several complaints to T but did not receive a response. T eventually agreed to cancel the account and refund the charges on it. T issued a letter of apology but C did not receive this. C experienced a poor level of customer service.

The Ombudsman was pleased to note that t had now disconnected C's account and credited the charges that they had accrued. She was concerned that T failed to take appropriate action in the first instance and subsequently a shortfall in customer service had occurred. Therefore, the Ombudsman required T to re-issue its letter of apology and provide confirmation that the account was closed and clear of charges. A nominal goodwill gesture was awarded for the shortfall that had occurred.

8.2

C claimed to have been verbally abused by a member of T's sales team. C had complained by telephone and in writing on more than one occasion. C's complaint had been escalated within T's own organisation and T had apologised for the delay in responding and credited a sum to C's account as a goodwill gesture. T could not find any trace of an advisor of the name that C complained about so it could not provide a taped copy of the alleged conversation. In view of this the Ombudsman did not require T to produce such a tape. She did not require T to take any further action in this case.

8.3

C requested to disconnect their account but T failed to take any action. C continued to accrue service charges and made several complaints to T. C experienced a poor level of customer service. T recognised its error and agreed to close the account and waive the outstanding balance.

The Ombudsman believed that T's failure to take appropriate action in this instance had caused C inconvenience and a shortfall in customer service had arisen. The Ombudsman required T to confirm in writing that the account was closed and clear of charges. A nominal goodwill gesture was awarded for the shortfall that had occurred and T was required to write a letter of apology.

8.4

C moved house and paid what she thought was the final bill to T. C continued to then be billed for services/charges that were incorrect. T has confirmed that when the line itself was stopped that other services were not stopped and so the account continued to be charged. T has confirmed to the Ombudsman that the account balance has now been deleted and that the Debt Recovery Agency has been informed. T has also confirmed that C's Experian file has not been affected as a result of this matter.

The Ombudsman requested that T send a letter of apology to C for the error that was made with the cancellation of service and for the lack of customer service received since this error.

8.5

C experienced poor customer service when upgrading a handset and transferring the old number and the incorrect change to tariff by T. C attempted to resolve the issues in the prescribed manner over many months without success. T applied an incorrect (lower) tariff but did not enforce the corrected (higher rate) bill upon discovery. Invoices were sent to a third party, and paid, but C was not aware of this initially. C, however, did not request invoices for several months and incurred arrears.

C is required to settle arrears by including them into a payment plan. T is to apologise for poor customer service and delay in time taken to resolve the complaint and to make a goodwill gesture.

8.6

C was renovating a property and decided to have T's services installed whilst the construction work was taking place. Several months later C moved into the property and discovered T's services were not working. C reported the fault and it was fixed immediately. C complained to T that they had been charged for a service they could not receive and they required a refund. T refused the refund. C experienced a poor level of customer service.

It remained inconclusive as to why C's services were not correctly activated at the time of installation. However, the Ombudsman had noted that C requested T to install its services in a property that they knew they would not be able to live in for some time and therefore not be able to utilise the services installed. Upon placing their request for this, C must have been aware of the cost and time implications and presumably was prepared to accept these. The Ombudsman believed that T may have been unaware that a fault had occurred with its services until that fault was reported to it. The Ombudsman was of the opinion that if C had tested T's service once they had been installed this situation could have been avoided. The Ombudsman was of the opinion

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

8.7

C requested cancellation of a service due to a change of address. T failed to cancel the service and continued to bill C. C wrote to T to complain but T failed to respond.

The Ombudsman was of the opinion that T had provided a poor standard of service and required T to issue a written apology for this. In addition, T was required to clear all charges on the account from the date that C requested cancellation, taking into account the notice period, and also issue a goodwill credit equivalent to one month's service. T was required to issue written confirmation that the account was closed and no further bills would be issued.

8.8

C entered into a contract for telephone services from T on the promise of guaranteed cheaper phone calls. T failed to advise C to cancel existing services with the line rental company leading to additional charges. C was not given the services she was promised leading to increased call charges. T failed to provide promised credit for incorrect tariff charges for 8 months and did not reply to C's letters. T then sent the refund to the wrong address.

T accepted that there had been some delay due to changes of staff within the customer services and arranged for the credit to be processed and sent to the correct address. The Ombudsman also required T to compensate C for the additional costs incurred from the previous supplier and to provide a goodwill gesture to compensate for the poor customer service.

8.9

C complained to T about billing errors. T advised that there had been problems and explained that a credit would be applied to the account to rectify the matter. The credit was not applied until the third bill and C requested to cancel the contract. T advised of the fee that would apply as C was still within the minimum term. C refused payment and the debt was referred to a collection agency. C sent letters of complaint to T but claimed that a response was not received. T provided evidence that responses had been issued and advice regarding the account provided. C requested that T cancel the contract without penalty but T rejected this request.

The Ombudsman could find no evidence of shortfall in customer service and she was satisfied that T had acted correctly in respect of the complaint. C appeared to have acted a little hastily in requesting cancellation when T had rectified the original billing error and therefore the Ombudsman could see no reason to require T to waive the termination fee. The Ombudsman was of the opinion that the charges remained valid and payable by C. No action was required of T.

8.10

C requested cancellation of a service with T but T failed to act on the request. C complained but T advised that the request had not been received. T actioned the cancellation immediately and agreed a credit to C's account for the disputed period. C was asked to pay the remaining balance and this was agreed. C then sent written complaints to T but T failed to respond. T made attempts at phone contact but this was unsuccessful. C requested compensation for the inconvenience.

The Ombudsman was of the opinion that there had been a shortfall in customer service in respect of the written complaints and T was required to issue a credit to C's account as a gesture of goodwill. However, the Ombudsman was satisfied that T had acted appropriately in all other matters and no additional action was required.

8.11

C was late in paying T. T contacted C who paid the arrears, but the payment did not register as having cleared the debt on the next or subsequent bills. T later acknowledged it had received the payment and cleared the outstanding debt. T is required to apologise and make a gesture of goodwill credit to C.

8.12

C lost a SIM card but failed to report the loss to T until some time later. The loss was reported shortly after T had sent a message to the handset notifying C of high charges. C disputed the charges incurred after the loss but T maintained that they were valid until the date that C notified of the loss. C complained that T had failed to escalate the complaint appropriately but T noted that C's third party had rejected this offer. The details were put in writing to the third party but no further contact was made.

The Ombudsman was of the opinion that T had acted appropriately in this matter. There was no evidence to suggest a shortfall in customer service and it was clear that C had not reported the loss sooner. T was not held responsible for charges incurred whilst unaware of the loss. T had offered a credit to C's account and made an offer to agree a payment plan, C had rejected this but the Ombudsman recommended that C reconsider both offers. No further action was required of T.

8.13

C is the victim an International Rogue Dialler on his computer. C feels T should take more responsibility over customer's security and international calls made from their accounts. Dial-up made from C's computer, however, is her responsibility. T is satisfied that call charges are correct and should not be waived but T did make a voluntary credit to C. An apology and small gesture of goodwill is necessary from T.

8.14

T took over C's services without C's knowledge and C requested that the service was cancelled. T requested full payment of the account before cancellation, which C provided. However, T billed for the following period and it became evident that the cancellation had not been actioned. C complained to T by letter but did not receive a response. The balance was passed for external collection but C refused payment based on the claim that T had not acted appropriately in acquiring the service.

The Ombudsman was of the opinion that T had not cooperated in respect of C's complaint and had failed to provide a satisfactory standard of service. She could see no reason why C should not pay for the calls made but she did not consider that C should pay any additional charges. The Ombudsman required T to issue a letter of apology and credit C's account with the additional charges incurred. In addition to this, T was required to cancel the service and provide a small goodwill credit to C's account.

8.15

T provided a telephone service to C. C ordered caller display through T's internet ordering service and received confirmation that the service would be activated after 3 days. The service was not provided and C telephoned T to enquire why the service had not been provided. T notified C that the order had been cancelled. The order was resubmitted but again the service was not provided and C telephoned T to query. C was notified that the order had again been cancelled and the issue was passed to the faults team to investigate. C was then notified that the line was incompatible and that the service could not be provided. C stated that he then received a message to notify that the service had been activated. The service had not been activated but C was billed in error for the service. T offered C compensation to cover what was paid for the equipment in readiness for the service plus an extra amount for the inconvenience. An offer of a goodwill payment was given. C rejected the offer as going against T's published terms and conditions. C raised further queries within the complaint to the Ombudsman.

The Ombudsman confirmed that T had answered C's queries as fully as possible in its response. The offer of compensation was reasonable under T's compensation scheme for financial loss which was more beneficial to C over the fixed rate scheme that restricted compensation to a maximum time for loss of services. She urged C to reconsider the offer. Furthermore she noted the errors with billing for the service that was never provided and the error with notification that the service had been activated and required T to make a written apology and credit C's account with a further goodwill payment.

8.16

C ordered two phones from T and requested International coverage. While abroad, C's phone service was disconnected by T. C complained to T, but no response was received. The Ombudsman concluded that T had correctly acted in disconnecting the C's service, but required T to provide C with a credit for not returning C's call as requested.

8.17

C paid line rental to T and paid for calls to another CPS provider. C was 'slammed' by a third party CPS provider. C cancelled the order and expected to revert to her original service provider. C then received bill from T for her calls and complained. T explained that no order had been received from her original CPS provider and that all calls had therefore been routed through T as the primary provider once the third party CPS had been cancelled. C paid for the line rental but not the calls and complained to Otelco. C also requested compensation for the time taken in dealing with the complaint.

The Ombudsman found the T was entitled to payment for the calls made and no award for compensation was made. T had acted correctly and responded to C's complaint.

8.18

C added broadband to their service from T. C stated that they could not use T's broadband service and despite repeated contact with T by e-mail and phone, the matter was never resolved. C adds that they wrote to the CEO of T on two occasions but received no response. T stated that it did not hear from C for a 9 month period but accepted that when C did contact it, they received neither call-back nor response to their letters. T did agree that C had not used the broadband service very much but log notes showed that latterly C had been able to access the service and the problem was down to the user's PC with either a virus or worm problem. T offered to refund 50% of the broadband costs for a given period and a small goodwill payment for the poor customer service

The Ombudsman considered that T's offer regarding the broadband was reasonable but increased the goodwill payment sum and added a letter of apology. She also considered that C had not demonstrated that they had contacted the company for a number of months and that the fault could be proved to be T's responsibility. As such, she required T to contact C to troubleshoot the issue to confirm that it was a fault with C's equipment

8.19

C set up an account with T through a retailer but when they received their bills the account was in their partner's name. T stated that the partner already held an account with it so instead of processing a new account; the retailer had used the current account holder's details to open a new account. C thought that a breach of the Data Protection Act had occurred and that T was to blame for the error.

The Ombudsman considered the principles of the Data Protection Act and believed that it did appear likely that a breach of the Act may have occurred. However it seemed to have occurred when the retailer processed C's personal information and T would have only acted upon the information it received from the retailer. The Ombudsman required T to contact C to arrange the transfer of the account to their name.

8.20

C advised T of handset issues and T offered a repair service. T failed to return the handset to C and C requested compensation for the period without a service. T claimed

that the handset had been returned but it became evident that C had not received it. T claimed that C had obstructed delivery but evidence showed that the problems were outside of C's control. C wrote to T on numerous occasions but T did not respond in all cases. C requested compensation for the loss of service and time taken disputing the account charges. T declined this requested.

The Ombudsman was satisfied that C was not at fault regarding the handset delivery and she considered that T should clear the charges applied to the account during the loss of service. T was also required to issue a written apology for the shortfall in customer service and provide assurance that no adverse submissions had been made to the credit reference agencies as a result of this matter. The Ombudsman required T to provide a further small credit to C's account for the shortfall in service and the remaining balance was considered payable.

8.21

C made an initial request to T for a refund of an overpayment but T failed to respond. C made repeated written and verbal complaints but T did not act on the request or issue a response to the complaint. T eventually applied a refund to C's account but C was dissatisfied with the manner in which the complaint had been handled. C found T's advisors to be rude and unhelpful.

The Ombudsman was of the opinion that T's failure to act on C's original request had resulted in the subsequent dissatisfaction. She considered that T had acted inappropriately by failing to advise C of the position regarding the account and notify of action due to be taken. T was required to issue an apology for the poor service and manner in which the complaint had been handled. In addition to this, T was required to issue a credit to C's account and ensure that staff were appropriately trained to handle complaints.

8.22

C was moving to a non-serviceable area and T advised C to send a copy of their tenancy agreement upon which the account would be cancelled without penalty. C did this and then did not receive any further contact from and presumed the account was closed. C began to receive collections notices from an agency and contacted T for an explanation of the charges. C never received an explanation of the charges and experienced a poor level of customer service.

The Ombudsman was unsure why T advised C to submit a copy of their tenancy agreement upon which their account would be cancelled when it did not take any action when C did this. The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. T was required to cancel C's account and backdate the account charges to when they moved out of the temporary accommodation. T was to confirm this action in writing, coupled with confirmation of the outstanding charges on the account, if any, and a full explanation for those charges. T was also required to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

8.23

C requested to be installed with T's services but there was a large delay in T being able to do this. T stated this was due to several administrative errors which resulted in C losing their telephone service with their line provider. C wrote several letters to T to complain but didn't receive a response. As C did not receive a response they requested T to cancel the install and services, which T did. C experienced a poor level of customer service.

The Ombudsman found it unfortunate that C's installation was subjected to a catalogue of administrative errors and that their telephone line was subsequently disconnected. It was evident that a shortfall in customer service had occurred in this instance. The Ombudsman was pleased to note that T had cancelled C's account following their request. The Ombudsman required T to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

8.24

C claimed to be harassed by T through phone calls. C's account was overdue and T was chasing payment on the account but C felt a postal reminder should have been sent instead. C's line was temporarily suspended for non-payment and C stated this was a safety risk. T's Terms and Conditions clearly stated the consequences for non-payment and C had agreed to these by using its services. C incurred a late payment fee and disputed this. T's Terms and Conditions again outlined that a late payment fee would be incurred if the account was not paid by the due date. C also mentioned a billing dispute with T but did not provide details on this. C experienced a poor level of customer service. C requested to disconnect their services but there was a delay in doing this.

The Ombudsman was of the opinion that T had acted in accordance with its Terms and Conditions of service which C had agreed to. However, the Ombudsman was concerned that C's telephone services may not have been disconnected in a timely manner and it was evident that a shortfall in customer service had occurred in this instance. The Ombudsman required T to backdate C's disconnection request taking into consideration the appropriate notice period. If an overcharge had occurred this was to be rectified as a priority. T was required to contact C to discuss the billing dispute. T was required to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

8.25

C requested to have their calls routed through T but this was not done. Despite being charged for a package from T, C did not receive any benefits from the package and was being charged for their calls through their line provider. C wrote to T but did not receive a response. C also experienced a shortfall in customer service.

The Ombudsman believed that as C was charged for a package they should receive the benefits of the package. T was instructed to re-calculate C's bills, from their original provider, and apply any discounts that were in line with the package. The adjustments

were to be confirmed in writing and sent with a letter of apology for the shortfall in customer service that occurred in this instance.

8.26

C received letters from T regarding a customer that did not live at the address. C returned all the letters but then messages were left on the answer phone. C contacted the numbers provided but found the advisors to be rude and unhelpful. C complained that the line was disconnected and this caused inconvenience. C requested compensation from T in respect of the complaint but T claimed that it had no record of an account with C. The Ombudsman was of the opinion that some confusion had arisen due to a change of address and that Y had never addressed any correspondence or debt collection letters to C. However, the Ombudsman considered that T had acted in an unsatisfactory manner when handling calls from C and she required T to provide an apology and goodwill payment in respect of this.

8.27

C agreed to a service with T based on advice that calls would be cheaper than the current provider. On receipt of the bill, C considered the charges to be higher than expected and complained to T. C also cancelled the Direct Debit and requested a refund of the charges paid from the bank. T advised that the charges were correct and that at no time did it offer special rates for the calls disputed. T provided a small goodwill credit to C's account and agreed a payment plan. C did not make the agreed payments and T disconnected the service. The Ombudsman was of the opinion that T had acted appropriately in the matter and she could see no reason why C should not make the agreed payments on the account. T had maintained contact with C throughout and there was no evidence to support C's claims that a reduced rate for calls had been agreed. No further action was required of T.

8.28

C's daughter held the account with T but moved from the address and C agreed to take over the account. C contacted T to arrange the name change but later discovered this had not happened. T stated that it needed to receive a written request from the daughter before any action could be taken. Prior to discovering this, C had requested to cancel the account but they continued to accrue charges. T stated this was because the account was in the daughter's name and they needed to request cancellation. C wrote several letters to T but did not receive a response. C experienced a poor level of customer service.

The Ombudsman appreciated that T could only transfer ownership of an account once it had received a written request from the account holder and that T had not cancelled the account due to it still being in C's daughter's name. However, it appeared that T failed to advise C correctly about its procedures. The Ombudsman considered that a shortfall in customer service had occurred in this instance. T was required to refund a portion of the service charges and write a letter of apology.

8.29

C contacted T on numerous occasions requesting a breakdown of billing. C after receiving an inadequate response sent T letters of complaint. C says that T did not act appropriately to the letters of complaint. T did not respond to the Ombudsman.

The Ombudsman showed concern that T had failed to respond and submit a case file to help consider the facts of the case. She concluded that C had received a considerable shortfall in service and customer service from T. T was required to offer C a goodwill gesture payment and send a letter of apology for the poor experiences received.

8.30

T printed C's business details incorrectly in the phone book. C's business was adversely affected by the error. T made a number of suggestions and compensations for its error but C remained unhappy with T's actions.

The Ombudsman sympathised with C and understood that printing errors could occur. The Ombudsman required T to fulfil its previous offers to C.

8.31

C ordered a payment card from T but it never arrived. C made further request for a payment card and each time was assured that an order had been placed and they would receive it shortly. However, C never received the payment card. T advised that it was liaising internally in order to ascertain what the problem was and ensure that a card would be sent to C as a priority. T applied a nominal goodwill credit to C's account for the inconvenience that had been caused.

The Ombudsman found it regrettable that C had yet to receive a payment card and it was evident that C had made numerous requests for the card. It remained inconclusive as to why C had not received the payment card and where the problem with the processing of the request actually lay. The Ombudsman considered the goodwill credit previously applied to C's account to be reasonable and she was pleased to note that T was taking positive action in trying to arrange a payment card for them. T was required to write a letter of apology and keep C updated with the progress of their order.

8.32

C transferred broadband and telephone service to T but said that it did not work. The telephone problems were resolved after one month but C stated that the Broadband still did not work.

T stated that the Broadband had been used and provided call logs to show this. The call logs however were not complete and were only until nine days after the installation of the service.

The Ombudsman said that T should release C from Broadband contract without penalty and refund rental charged. T to also refund calls billed in error in the first month of service. T to apply a nominal goodwill gesture to the account.

8.33

C experienced a number of problems with their e-mails. T demonstrated that it took what it considered to be the appropriate steps each time to try to resolve the problems. C requested to cancel their service but there was a delay in doing this. T applied a generous goodwill credit to C's account

The Ombudsman believed the situation was most likely aggravated by the frequency of the recurrence of the problem and the delay in cancelling the service which most likely added to the frustration that C experienced. The Ombudsman felt the credit applied to C's account was appropriate and fair. The Ombudsman required T to write a letter of apology.

8.34

C claims that his T's TV and phone service did not work from the date of installation and remained this way until 23 September 2004. Although it is noted that after this date C claims that some of the TV channels were still 'sticking'. C claims he has attempted to contact T many times via calls but never received a response or resolution with regards to the faulty service he was receiving. T has not provided details of any reported faults or what the problem was with the service. It is the ombudsman's opinion that a refund of all rental should be given back to C from the date of installation to the 23 September 2004.

Due to the problems with the service C requested to cancel the service but was advised that he could not as he was under a 12 month contract. Due to this C sent a letter of complaint to T but never received a response. It is the Ombudsman's opinion that a goodwill gesture be awarded due to lack of customer service.

Due to C moving house he wrote to T to advise of this and request collection of its equipment. C claims that collection was agreed but that no one came to collect the equipment. C still has the NTL equipment at his new address waiting for collection. The Ombudsman has requested that T arrange collection of its equipment at a date and time suitable to C.

8.35

C took out a telephone package with T for unlimited phone use at a flat monthly fee. C then decided to take out T's Broadband service. However, when T installed the Broadband service T made an error and transferred C's telephone calls to another provider. T had refunded C with the difference between the charges billed and those C would otherwise have paid. However, C continued to dispute a sum of money which C had paid but which had not appeared on the following statements. C had called T

several times without success and C had written to T to complain about the disputed sum. C further complained that T had then charged a late payment fee for the disputed sum. T had not provided a case file to help consider the complaint. However, it appeared that T had rectified the error made in transferring the telephone account and T had refunded C with the difference. From the billing data, it appeared that C had paid the disputed sum, but that this had been charged back to C's credit card two months later. It was not clear why this had happened, or on whose instruction. It also appeared that C had received a shortfall in customer service. T was required to provide C with detailed statement of the account since the transfer error, to waive the late payment fee and to provide C with a written apology for the shortfalls in customer service. T was also required to provide C with a contact name of someone to liaise with regarding any queries on the detailed statement of account.

8.36

C's services were restricted due to a large amount outstanding on their account. C contacted T and stated they had not received a reminder letter and they always paid when they received the reminder. T advised that the services were restricted due to a high toll and not because the account was in arrears. C was unhappy with the way in which they had been dealt with by T and wrote a letter of complaint. C's letter remained unanswered and they requested call backs which were not fulfilled. T stated that C acted unreasonably towards its advisors and C claimed to have received a poor level of customer service.

The Ombudsman considered that a shortfall in customer service had occurred in this instance. Nevertheless, the Ombudsman believed that C may not have helped the situation and it was evident that both parties were aggressive towards each other which added additional conflict to C's issues. The Ombudsman was satisfied with T's actions for restricting C's service. The Ombudsman required T to contact C to resolve any outstanding issues they may have. T was required to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

11.0 Disconnection

11.1

C wrote to T to cancel a service, but T failed to close the account until two months later. C contacted T to complain and wrote letters. T failed to respond to C's earlier letters, but one response was sent. T also stated that C had used the service up until it was disconnected. The Ombudsman concluded that C had received a poor customer service from T and required T to provide C with a goodwill credit. As C had used the service, the Ombudsman concluded that C would be liable for that usage, but T should refund any service charges as the account should have been cancelled two months earlier. T was required to provide C with a final bill and a letter of apology.

11.2

C's main issue was regarding the alleged loss of business due to a fault on the telephone line. The Ombudsman considered that the fault on the telephone line is not

under dispute nor is the time period involved. C insisted that T should be accountable for any loss to the business incurred during this time. T maintained that it cannot accept any responsibility for a fault outside of its control and has followed its normal complaint process for compensation. The Ombudsman whilst sympathetic with C's predicament concurred with the information provided by T and that the company is not liable for any alleged losses to the business. The Ombudsman noted the offer made by T to waive the early termination fee and finds this generous in the circumstances. On the balance of evidence presented, the Ombudsman was satisfied that C received an appropriate level of customer service normally expected from T. The Ombudsman required T to maintain its offer of compensation to C.

11.3

C requested T to cancel all of their services but T failed to carry out this request. C complained to T about this and received several assurances that it would be done, C continued to receive bills and be charged for the service. C wrote several letters to T but T did not respond. C experienced a poor level of customer service.

The Ombudsman was unable to determine why T failed to disconnect C's services. The Ombudsman was of the opinion that T had been presented with numerous opportunities to resolve C's complaint but on each occasion it failed to take any appropriate action. Subsequently, a shortfall in customer service had occurred. The Ombudsman required T to backdate the cancellation of C's services to when the original disconnection request. T was required to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

11.4

C complained to the Ombudsman as T disconnected C's account for excess usage despite C having free unlimited calls privilege on the account. The Ombudsman was disappointed and concerned that T had not provided her with case file details in relation to C's account. However, on the balance of information that had already been provided although the Ombudsman agreed that the Term in T's Terms and Conditions was clear she couldn't ascertain whether the term was unfair as this was not in her remit and would in this instance fall under Ofcom's remit to investigate. However, the Ombudsman required T to provide C a refund for the period C was charged for making excess calls on the account as a goodwill gesture.

11.5

C stated that the telephony service was restricted after paying for the services via Direct Debit. C added that a poor response was received from T to sent complaint correspondence. T said that C's service was suspended for no payment. However, an overpayment was taken from C's account but was returned. The Ombudsman was satisfied that on the balance of evidence T has acted in accordance with its terms and conditions and is not at fault for this issue. The Ombudsman believed that C did not receive an appropriate or timely response to the initial sent complaint correspondence and this has cause some inconvenience. T in acknowledgement of a twice collected

payment offered C a goodwill gesture payment and believes this is reasonable in the circumstances. Therefore, the Ombudsman believed to bring this issue to a close and keeping in mind C's overall experience and the credit previously applied, that T should offer a goodwill gesture payment as full and final settlement of the complaint along with a letter of apology for the delay in responding to his complaint correspondence.

11.6

C wrote to T to cancel their account. T says that it did not receive this request but cancelled it after several months for non-payment. C disputed the outstanding balance as they had cancelled the account several months earlier. T started its collections process and C made payment under duress. C remained dissatisfied with T's response and T maintained the account charges. C was caused some inconvenience by this matter.

The Ombudsman considered that it was without doubt that C had made a firm disconnection request in writing to T. The Ombudsman was disappointed that T failed to take appropriate action. The Ombudsman could see no reason why the account charges should not be backdated to then of the initial disconnection period. The Ombudsman was of the opinion that this matter would have caused C a degree of inconvenience and distress. The Ombudsman required T to refund any service charges accrued after the initial disconnection period. T was required to write a letter of apology and a nominal goodwill gesture was awarded for any inconvenience that had been caused.

11.7

C stated that a written cancellation to T was made in respect of his BB services, but T stated it had no record of this request. C complained about continuing bills, and T stated that the BB service had now been cancelled with all BB charges backdated. C stated numerous telephone calls and many letters were sent but these were ignored. C also stated that promises of cancellation were made but not actioned. C also complained the bills included errors. T stated it had now applied goodwill credits in respect of all BB charges. T stated that C had not taken into account a phone service discount that was applied to the telephone account.

The Ombudsman welcomed that T had now cancelled this service, even though it stated there was no record of a cancellation request. However, the Ombudsman had received copies of C's letters and she believed these clarified that unacceptable delays had been made and she felt the points raised showed that a poor level of customer service had been received. She accepted that credits had already been applied to the account, but she believed that C should receive some further form of compensation. The Ombudsman required T to make a goodwill gesture to take into account the poor customer service and unacceptable delays. She also required T to make a letter of apology. The Ombudsman also required T to send a full breakdown of the BB account to C.

11.8

C requested T to disconnect the account, but T failed to do so and billed C for charges on the account. The Ombudsman appreciates T's actions to close and clear the outstanding amount on C's account. The Ombudsman was concerned that T had chosen to supply her office a copy of call records for this case or advise why they are not available. Upon examination of C's supporting evidence she felt that T had failed to action C's requests for disconnection in a suitable timeframe. The Ombudsman required T to provide C an apology, goodwill gesture and assurance that no adverse information was recorded against C's name

11.9

C complained to T as it suspended C's telephone service without notice. T stated that it was due to non payment. C took the complaint to the Ombudsman.

The Ombudsman couldn't criticise T for billing C for the disputed 090 calls as these calls had emanated from C's telephone line possibly via the computer. The Ombudsman found no evidence of a call-bar being requested by C on the evidence available. It appeared to her that the service was suspended due to non payment of the disputed numbers. Whilst it appeared that T has not responded to C's complaint within a suitable timeframe the Ombudsman felt that T had already addressed why the call-barring was not added and why it suspended the service. The Ombudsman felt that T should provide C a goodwill gesture for poor customer service levels. C was expected to pay T the remainder of the outstanding balance on the account.

11.10

C contacted T to cancel their account but they continued to receive invoices charging them for a further month. C had to make several appointments for T to collect their equipment before this was done. C wrote to T but did not receive a response. C experienced a poor level of customer service.

The Ombudsman considered that a shortfall in customer service had occurred in this instance and T had failed to take appropriate and satisfactory action on more than one occasion. T was required to cancel and backdate the disconnection of the account to the date it was originally requested. T was required to write a letter of apology and provide a nominal goodwill gesture for the shortfall that had occurred in this instance.

12.0 Disputed Charges

12.1

C was charged for text messages that C claimed had not been requested. T provided advice and help on preventing the texts, which were sent by a company that C had registered with. The text messages continued and T again assisted C in preventing the texts and seeking a refund of charges. C was unhappy with the advice given and

requested compensation from T. T rejected the request as it had not provided the service that C complained about.

The Ombudsman was of the opinion that T had provided a more than satisfactory standard of service particularly as C had transferred service to another provider before seeking help from T. The charges were incurred due to C registering for a service and therefore the Ombudsman considered the charges to be valid and payable by C. No action was required of T.

12.2

C received a telephone bill and noticed that the pay as you go dial-up number was used instead of the one provided by T. T refused to refund the charges. The Ombudsman couldn't criticise T for pursuing the charges from C for dialling the incorrect number. The Ombudsman found that C as a customer was given the correct details including the correct dial-up number. Unfortunately there was insufficient evidence to substantiate that T were at fault. The Ombudsman required no action from T.

12.3

C disputed a number of calls to an international premium rate number. The calls had been made via the Internet and C refused to pay the disputed charges. C already subscribed to the call barring service, but no fault was found with the equipment. T investigated the complaint and maintained that the calls had been made. As a gesture of goodwill, T credited C's account for the delay in responding.

The Ombudsman considered that C was responsible for activating the call barring using a PIN number and that this had not been done. C was required to pay for the calls made. The Ombudsman also required T to provide a further goodwill gesture for its failure to alert C on the high number of premium rate calls over a period of time, particularly in view of the fact that C subscribed to call barring.

12.4

C complained to T after being charged for line rental in addition to the CPS service. T has apologised for the error, and subsequently disconnected the service as requested. However, a credit was left on the account, which T originally promised to refund in writing, but later highlighted that this was as a direct result of promotional credits and was non-refundable. C made numerous phone calls and sent many letters in an attempt to resolve the complaint, but received no response from T.

The Ombudsman was concerned with the errors made by T, as well as the number of calls made by C in an attempt to resolve this matter; she believed it was unacceptable that most of the letters sent by C did not receive a reply. The Ombudsman required T to send a letter of apology with a goodwill gesture, to take into consideration the promised refund, the errors made, the poor customer service provided, and any additional costs incurred.

12.5

C paid a fixed fee to T monthly for a Bolt On of text messages. An error in T's system led to the unused balance of text messages to be shown as a roll over credit on the invoices. C wanted to change to a lesser package but would then lose the benefit of the balance of the rollover texts. T argued that C was not entitled to the rollovers shown as this was in error and did not form part of the contract. C claimed a refund of the value of the balance of texts. C also claimed that she had not been credited with international texts when she had been assured that these would be included. T had offered a goodwill gesture because of the error and credit for the international text messages.

The Ombudsman accepted T's argument that the rollover texts were a system error and that C was not entitled to any refund on the unused balance of these texts. The Ombudsman required T to ensure that the credit for the international texts had been applied to the account and to provide an additional goodwill gesture for its error.

12.6

C complained to T that the service requested could not be accessed. T resolved the matter but C requested cancellation of the account. C later retracted the request but T had already disconnected the service. C confirmed that the balance had been paid but T later chased an outstanding payment. Following the complaint to the Ombudsman, T refunded the charges raised and issued an apology to C. C complained to T but did not receive an acknowledgement of the letters or a response.

The Ombudsman was satisfied that T had addressed the majority of issues raised. However, there was no evidence to suggest that T had apologised for the shortfall in customer service. T was required to issue a letter of apology for failing to respond to C's written requests. In addition to this, T was required to issue a small goodwill payment to C in recognition of this shortfall.

12.7

C received their bill and it included a lengthy call to directory enquiries. C did not dispute making the call but the length of the call. T conducted an investigation but maintained the call charge. C received a poor level of customer service and there was a long delay before they received a response to their complaint.

The Ombudsman was not presented with any conclusive evidence to confirm the length of C's call to directory enquiries. The Ombudsman presumed that it may be due to the operator connecting the call and therefore C accruing directory enquiry call rates for the length of the call, or that they had not replaced the handset correctly after finishing their call. It was evident that a shortfall in customer service had occurred in this instance. T was required to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

12.8

C moved house on 10 September 2004 and was led to believe that there was a working telephone line to the property. T arranged for an engineer to visit on 21 September 2004 to connect the line. It was discovered that there were no lines available and new cables would have to be laid. C was without a phone until 10 November 2004 when the new line was installed. T offered standard rate compensation but C asked for Actual Financial Loss to cover the cost of using mobile phones. C did not provide evidence of the top up charges to substantiate the amount of his claim. T did not process the actual financial loss claim as this was for a less amount and maintained the compensation payment at the standard rate. C complained to Otelo.

The Ombudsman found that C had not provided sufficient evidence of the actual loss for his claim to be successful and that T had offered the correct amount of compensation as per the customer service guarantee scheme.

12.9

C disputed Premium Rate charges that C did not knowingly call. T advised that C was a victim of a rogue-dialler and signposted C to the ICSTIS, the regulator of the Premium Rate industry. T advised C of call barring option and firewall protection. C failed to pay the premium rate charges and after numerous warnings T disconnected the line. T failed to respond to C's letters and C was unhappy with the poor level of customer service T provided.

The Ombudsman concluded C remained liable for the charges in full and T was reasonable to seek payment in full. The Ombudsman directed T award a gesture of goodwill, in recognition of its customer service issues. She required T to issue a letter of apology, directed T to reconnect the line without charging T a reconnection fee, to ensure C's credit history had not been affected.

12.10

C contacted T to enquire about the cost of overseas calls once international roaming was activated. When C received the next bill it was much higher than C expected, as the call charges were higher than C believed C had been told. T explained that its call centre staff accessed prices via its own web site and said it believed that C would have been given the correct information. C's own contemporaneous record of the information was inconclusive. The Ombudsman found, on the balance of probabilities, that C had been quoted the correct charges but noted that C had genuinely misunderstood. C complained that T had barred outgoing calls without notice. T stated that C would have been sent at least one invoice and one SMS message before this happened. The Ombudsman noted that the service had been barred for non payment. T refused to recalculate the bill but offered, as a goodwill gesture, to reimburse the service charges for the period that C's service had been restricted. In view of this the Ombudsman did not require T to take any further action in this case.

12.11

C subscribed to one package with T that was later upgraded. The upgrade package included a telephone line and the impact of this was that T should have ceased charging separately for the telephone line. This happened in 1997 and in December 2004 when obtaining a different service from T it was discovered that the telephone line had been charged for throughout the interim period. C sought a refund of this amount. Initially C was assured that the amount would be refunded however T attempted to negotiate the manner in which the refund was provided after providing credit for a six month period.

The Ombudsman found that C had received poor customer service and required a goodwill gesture in this regard as well as a full refund and letter of apology to be provided to C.

12.12

C returned an unwanted SIM to T but was later billed for call charges. C disputed the charges but T advised that the card had not been received and C had not notified T of the intention to return the card. C made further calls regarding the circumstances surrounding the return of the SIM but C was unwilling to provide any evidence to support claims made. C agreed payment was due but requested that T agree to a payment plan. T was unwilling to do this as it had been advised of C's relocation out of the country. However, T was prepared to accept a plan if required by the Ombudsman.

The Ombudsman was satisfied that T had made every effort to assist C in providing proof of the return of the SIM. C had failed to follow the advice and without the proof the Ombudsman was unwilling to believe that the SIM had been returned as claimed by T. It appeared that the charges had been incurred fraudulently but as C had not cancelled the SIM the charges remained valid. The Ombudsman did not require any action from T but she did recommend that a payment plan was agreed to clear the balance.

12.13

C disputed charges raised on an itemised bill. T investigated the charges and concluded that they were valid. C requested a deadlock letter from T but this was not provided. T advised that the complaint needed to be escalated. C maintained that the disputed numbers were not known and refused payment of the bill.

The Ombudsman was of the opinion that the charges had been billed correctly although she recommended that C considered whether the charges could have been incurred by a third party without C's knowledge. The Ombudsman considered the action taken by T to have been appropriate and no further action was required. The charges were maintained and the Ombudsman could see no reason why C should not pay the outstanding balance.

12.14

C discovered they had been charged for phone rental for several years but the equipment had not been used for some time due to damage. C complained to T and requested a refund for the charges. T maintained the charges and stated that it would

not have been aware that C was no longer using the equipment unless they advised it on this. T also stated that the equipment belonged to it so if it was damaged C should have reported it. C experienced a poor level of customer service and there was a long delay in T responding to the complaint.

The Ombudsman considered that the charges had been raised correctly on C's account. As C was the account holder they were ultimately responsible for checking the charges raised on their invoices and T would have had no way of knowing C was no longer utilising the rented equipment, unless they advised T on this. Therefore, the Ombudsman could not warrant a refund to be made for the equipment charges. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. T was required to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

12.15

C had a mobile stolen on holiday, but C did not notice for a few days. The mobile was used fraudulently and a high bill was run up. C complained to T, but T stated that C was liable for the disputed call charges. C complained again and a credit was applied. The complaint went on for some time and eventually went to T's internal complaints department who provided a further credit as a gesture of goodwill. C remained dissatisfied as T had failed to adequately deal with the complaint and C's concerns.

The Ombudsman concluded that T had applied significant credits to C's account and the amount already provided was adequate in this case. The Ombudsman did comment that T had not adequately dealt with C's concerns and complaint. T was required to offer C a suitable payment plan to clear the outstanding balance on the account.

12.16

C complained T's charges for a 20 minute repair were excessive, and T had failed to advise C of the costs prior to repair. C complained of unsatisfactory customer service, failed call backs and lack of response to letters of complaint when trying to resolve the matter.

The Ombudsman reviewed the evidence available and found C was correctly charged with the cost of the repair. This was in line with the maintenance agreement and T's Code of Practice regarding repairs of faults. The fault was caused by C and therefore T charged the standard repair rate. However she found no evidence in the telephone directory of the call out and service call charges as T had advised. The Ombudsman directed T to make a goodwill payment.

12.17

C received an invoice from T and disputed the charges and queried further calls charged. T acknowledged and accepted that C did not receive inclusive minutes and therefore is due a refund for calls and for text messages, however maintained that all other charges were correct. The Ombudsman believes this constitutes a shortfall in service on the part of T. As C continues to dispute elements of her billing the Ombudsman believes that T should send a full and detailed copy of the account, clearly

outlining the inclusive minutes refunded and the charges for roaming applied. C had made numerous requests for itemised billing and received a considerable delay in actioning this request. The Ombudsman believes this is a shortfall in customer service on the part of T. The Ombudsman is satisfied however; that T has responded to C's request to escalate her complaint and could find no evidence of any wrong doing in relation to this issue. Therefore, the Ombudsman believes to bring this issue to a close that T refund the incorrect charges applied to C's billing, offer a goodwill gesture payment for the overall poor experiences to date, along with a letter of apology. T is further required to send C a full copy of accounts for the disputed period.

12.18

C disputed international call charges on an account. T maintained the charges but failed to offer a call bar service. Further international call charges were incurred until the service was finally offered by T. T investigated the problem and identified that the charges were due to a rogue dialler. T applied a small credit to C's account as a gesture of regret for failing to notify of the outcome sooner. C complained that T had failed in its duty of care by failing to notify customers of the potential scam but T advised that the problem was not widely known when C was affected. C explained to T that there were emergency issues regarding the telephone service and requested that T did not disconnect this whilst the charges were under dispute. However, T did disconnect the service for a period of time and C agreed payment of the charges in order to have the service restored.

The Ombudsman was of the opinion that the charges were not significant enough to have expected T to identify them as being unusual. However, she did consider that T had acted inappropriately by disconnecting the service and by failing to offer advice regarding preventative measures at the time of C's initial complaint. The Ombudsman required T to apply a credit to C's account equivalent to the charges raised after the complaint was first made. T was also required to apply a further credit as a gesture of goodwill for failing to offer appropriate advice and for disconnecting the service despite specific requests that this action should not be taken.

12.19

C complained to T about calls to international numbers and that T had agreed to increase the call limit after speaking to a visitor at C's home. T investigated C's complaint and C felt that it had not addressed the issue.

The Ombudsman sympathises with C's distress when receiving a bill for calls made to international numbers and is disappointed that a guest had been making these calls without C's permission.

The Ombudsman considers that T has acted reasonably, when it was unable to contact C it placed an international bar on the line (which C later removed), investigated the calls and made a goodwill gesture for the delay in responding to his concerns. The Ombudsman believes that the call charges are valid and that C should contact T to make a suitable repayment plan.

The Ombudsman requires no further action from T.

12.20

C says that on receiving his bill he noted 265 calls made on one number which C disputed saying that it was not possible to have made so many calls. C says that they agree that about 40 calls were made. On examining call record information provided these calls were made over a period of 2 hours 10 minutes to a competition line and the majority of the calls were made in close proximity of each other. T says that the charges are correct and that it was possible to make to calls by using the redial button. C says that he did not use the redial button.

Whilst the Ombudsman is sympathetic with C's position, no evidence has been presented indicating that he is not responsible for the charges and that the calls have not emanated from his handset. Therefore in light of the information available to the Ombudsman and on balance of probabilities the charges remain valid and the customer's responsibility.

12.21

T raised invoices for services provided to a customer with the same surname as C but different Christian name and address. The invoices did detail the telephone number of C. C came into possession of the invoices after a family member who had been sent the invoices recognized C's telephone number. T was notified by telephone on a number of occasions that the wrong person was being pursued. After receiving a letter from C, T stated that it had cleared the account as the outstanding amount was now old and no further bills would be chased.

The Ombudsman considered that T had been pursuing an outstanding account that detailed C's telephone number on the account. The invoices had been addressed to a different name and address and the Ombudsman could see no explanation for this. Charges had been made up until March 2005. However T said that it had cleared the account and C would no longer be pursued for payment. She required T to provide evidence to C that this had indeed been done. C appeared to have suffered some distress over the matter and has made attempts at resolving the problem. As a gesture of goodwill in recognition for the distress caused and expense incurred, and the failure to respond to C's complaints T was to forward a payment to the correct address and payee. A letter of apology was required to accompany the payment.

12.22

C terminated her contract for telephone and internet services with T. C refused to pay the full amount on final bill as this included advance service charges. C sent payment by cheque for the balance owed. T cashed the cheque but was unable to trace payment and continued to bill C adding late payment charges. C sent copies of bank statements but was unable to get the matter resolved. C had to pay a further amount to avoid legal action and to obtain a copy of the cheque from the bank. On referring to Otelo T cleared the balance on the account.

The Ombudsman found that C had supplied her name and address when sending the cheque and T could have contacted C for account details if needed to attach payment to correct account. T failed to do this. The Ombudsman required T to provide a goodwill refund to cover the bank charges, the additional payment and for the inconvenience.

12.23

C cancelled service with T but continued to be billed. On contacting T no one could help C. T has since investigated the complaint and discovered that the service had not been cancelled correctly and so rectified this in December but did not inform C.

Due to this T has offered C a nominal goodwill gesture. The Ombudsman said that C should accept T's offer.

12.24

C contacted T about broadband and telephone service problems on several occasions. C complained to T in writing, but T failed to respond to C's letters. T stated that C was in arrears on the accounts and that is why the services were disrupted.

The Ombudsman concluded that, on the evidence provided, C was liable for the outstanding amount owed to T. T was required to apply a small credit to the account for failing to respond to C's letters.

12.25

C took a mobile phone contract with T that included a promotional tariff and a promotional deal allowing C to call for a limited duration one nominated landline number. This number was called very often but because the limited call period allowed was exceeded charges were attracted. C stated that various agreements were made with T, this was denied by T. Because C did not produce any evidence in support T's version was preferred.

The Ombudsman formed the view that C had mis-understood the contract. T was not required to take any positive steps in relation to the contract or the bill but was required to arrange a repayment plan with C

12.26

T notified C of high charges on the account and applied a call bar. C disputed the charges and several months later T advised that the charges were valid. However, due to the delay, T provided a large credit to C's account. C was not happy with the amount, as it did not cover the cost of calls made. T refused a refund of the charges.

The Ombudsman was of the opinion that T had provided a credit that was much higher than would have been expected for the delay. However, she could find no reason to require T to refund the call charges as they were incurred over a short time and T had acted appropriately in notifying C of the charges. No further action was required of T and the Ombudsman could see no reason why C should not pay the remaining balance.

12.27

C noticed that T was charging for a more expensive package than was subscribed to. Having sent numerous letters to T asking it to charge at the correct rate and having received an assurance that it would correct the situation C gave notice to cancel the service when T failed to correct matters. C cancelled the service but T continued to make charges and also threatened disconnection and debt collection proceedings.

The Ombudsman required T to provide an amended invoice showing the correct charging rate and to provide any refund due to C. A small goodwill gesture and an apology was also required for the poor customer service and a letter confirming that debt collection proceedings had been halted and that no adverse credit entries had been made was also required.

12.28

C requested services from T that T could not provide but afterwards T commenced sending C invoices for these services. Despite efforts by C to make T aware that he was not receiving any services T continued to send demands and escalated matters by using a debt collection agency to seek payment.

The Ombudsman required T to waive all invoices and amend its records. T was also required to provide an apology and a small goodwill gesture in respect of the inconvenience and anxiety it had caused.

12.29

C contacted T to complain that T had not provided the correct free texts and minutes. T eventually recalculated C's invoices, but T had delayed in resolving C's complaint and concerns. C wished to cancel the contract with T, but T required an early termination fee. The Ombudsman concluded that C had received a poor service from T and required T to provide C's account with a goodwill credit. As there was an outstanding balance on the account, T was also required to offer C a payment plan. The Ombudsman also concluded that C was contracted to T for 12 months, unless C wished to pay the early termination fee.

12.30

C received a bill from T which contained call charges to mobile phones and was adamant that nobody in the household had made the calls which were then disputed. Enquiries made with T did not get a response and payment was withheld by C. On the following bill T had imposed a penalty for late payment. The account was then cancelled by C but a further bill was sent by T.

As T did not provide any evidence to show that the charges were correct and therefore the Ombudsman required T to waive the disputed charges and the penalty fee. The Ombudsman also required the cancellation of the account.

12.31

C considered the statements from T and became concerned that details relevant to C's account had become confused with another C's details - this 2nd C being of the same name. Due to the lack of detail provided the Ombudsman was unable to be certain of the situation and therefore required matters to be clarified for C. Any incorrect payments made were to be returned to C and a full and clear statement was to be produced.

12.32

C took a contract with T that included a discounted rate of subscription. This discount was applied for 12 months before the subscription rate was returned to the usual rate. C argued that the advertisement that he had responded to did not explicitly indicate the 12 month limitation on this offer. T argued that it had clarified that the offer would only run for 12 months.

The Ombudsman rejected C's argument on the basis that the terms had been clarified for him and also on the basis that it was impossible to require T to provide this offer indefinitely and that it could terminate the contract itself if it so wished.

12.33

C registered with T in order to secure a cheaper charging rate when calling international numbers however when the bill was received from C's main service provider it was noted that the call charges were no cheaper. When an enquiry was made to T it was explained that a prefix number should have been dialled before making the call. C complained that this information had never previously been provided.

The Ombudsman considered that C would not have registered with T if the cheaper rates were not desired and that it therefore appeared that this information had never been provided. It was decided that T should provide a goodwill gesture equal to the extra cost that had been incurred due to not using the prefix in order to route the calls through the cheaper service provider.

12.34

C received a debt collection letter as a result of a referral by T. C claimed that T had not advised that there was a problem with the balance, although C was aware that the bill had not been paid due to the request for a final bill that T had not responded to. C complained to T and T later advised that the balance had been cleared. However, C further complained that T had not explained the issue or responded to specific requests for information regarding the account. T did not provide any evidence to suggest that it had responded to C's complaint.

The Ombudsman was of the opinion that T had failed to provide a satisfactory standard of service for C in its refusal to provide an explanation of the balance on the account. Whilst the Ombudsman noted that the balance had been cleared she was of the opinion that T should provide an explanation for its actions. The Ombudsman required T to provide a letter of apology for C and an explanation of the action taken in respect of the referral to a collections agency. In addition to this, T was required to provide a final bill to the date that C requested cancellation of the account and show the credit applied to clear the balance. T was also required to provide details of any submissions made to the credit reference agencies as a result of this matter.

12.35

C requested cancellation of a service but T failed to act on this request. C reminded T of the cancellation but T failed to take action and continued to bill for the service. C wrote to T but did not receive a response.

The Ombudsman was of the opinion that T had provided a poor standard of service and she could see no reasonable explanation for the failure to act on C's request. T was required to issue a credit to C's account for the missed appointments and for failing to respond to written communication. In addition to this, T was required to issue a written apology and refund all charges applied after the cancellation date. Any credit balance remaining was to be provided as a refund to C.

12.36

C received an invoice from T and settled the amount by cheque. C's service was suspended and when C contacted T, it said it had not received the payment and refused to believe C. C contacted T on several occasions and received unsatisfactory responses. C has been trying to resolve the issue for 11 months. The Ombudsman is disappointed that T has failed to supply a case file. The Ombudsman is disappointed by the level of customer service given to C. The Ombudsman requires T to: credit C's account with the missing payment balance together with the promised gestures of goodwill; to send a written apology to C with a revised statement and to clearly explain each transaction shown on the account; to waive the early termination fee on the Broadband service as a gesture of goodwill and to contact the credit agency and ensure that C's credit history remains unaffected.

12.37

C subscribed to T's broadband service but had difficulties registering the service and so could not use it. C complained to T on numerous occasions about the registration difficulties but T failed to provide a response. C checked their monthly invoices and they were not being charged for broadband. However, several months later C discovered that T had been taking the monthly service charge by Direct Debit. C complained to T and T stated it had no record of C's registration difficulties and refused to refund the charges. C experienced a poor level of customer service.

The Ombudsman appreciated that there was a long delay in C noticing the charges being deducted from their bank account. However, she considered that C reported their registration issues to T on numerous occasions upon which T should have taken action to resolve these issues but failed to do so. The Ombudsman was perplexed that T did not have a record of C's contacts regarding the registration issue. The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. The Ombudsman required T to cancel the broadband service on C's account and refund any service charges they had incurred from this service. T was required to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred in this instance.

12.38

C claims to have contacted T to cancel their account and that this was arranged for them. C complained to T stating they continued to receive bills. T stated that they had no record of a contact from C requesting disconnection and that they were only able to cancel after their minimum contract had ended. T received a further cancellation request from C and disconnected the account following the notice period. T recognised that there was a delay in it cancelling the account and it adjusted C's account accordingly. C still disputed the remaining charges on the account.

The Ombudsman found it unfortunate that there was no conclusive evidence to verify C's contact with T. The Ombudsman was pleased to note that C's account had been cancelled and the overcharge had been credited to the account. The Ombudsman appreciated that C was inside their minimum term contract when they claimed to have requested the disconnection of the account and would have been unable to cancel it until the minimum end date. As a gesture of goodwill, the Ombudsman required T to refund the charges that had accrued on the account after the minimum period end date until the account was actually cancelled and C would remain responsible for the charges up until the minimum end date.

12.39

C disputed charges on their account as they had been connected to a dormant telephone number. C incurred high call costs contacting T to resolve the matter. T offered to refund the call costs as a gesture of goodwill. There was a long delay before C's issues were addressed and C experienced a poor level of customer service.

The Ombudsman considered that a short fall in customer service had occurred in this instance. The Ombudsman required T to refund C's call costs and make a nominal goodwill gesture for the shortfall that had occurred.

12.40

C subscribed to T's TV internet service but later had broadband internet installed. C claimed to have requested T to cancel this service but they continued to be charged for this. Despite not having a record of this request, T downgraded the TV internet service and backdated the charges. C's services were suspended for non-payment due to the

dispute over the TV internet charges. T reconnected C's service, without charge, as a gesture of goodwill.

The Ombudsman considered that T had acted reasonably and generously by crediting the TV internet charges and reconnection C's service free of charge. The Ombudsman required T to confirm in writing that the TV internet service had been cancelled and was clear of charges.

12.41

C received their bill and their tariff had been changed without their permission. C complained to T and then requested to cancel their services due to this issue. T failed to cancel C's services and C continued to receive bills. C wrote several letters to T but did not receive a response. C was promised several call-backs but did not receive these. C experienced a poor level of customer service.

The Ombudsman was of the opinion that T had failed C in every instance of their complaint and a clear shortfall in customer service had occurred in this instance. T was required to re-calculate C's bills to reflect the correct tariff and backdate the cancellation request to the initial requested date. C was to remain responsible for all call charges accrued on the account. A nominal goodwill gesture was awarded for the shortfall that had occurred and T was required to write a letter of apology.

12.42

C used the internet. In January the number C used to access the internet changed on C's desk top PC. This was not identified until May on receipt of a bill from T. C says that it came to light that the number was an international access number for customers taking their laptops abroad. C says that C did not manually change the number and T says that the number is not available on the web or other software for download. T says that the clause in its terms and conditions states that the customer is liable for the number used to access the internet.

The Ombudsman was of the opinion that T has investigated the issue within the agreed timescales, escalating the complaint through its internal procedures. The Ombudsman accepts T's offer of a gesture of goodwill of six months internet rental to be applied to C's account. The Ombudsman recommends that C puts in place a procedure to check the access number to dial the internet on a regular basis to verify the correct number is being used, in line with T's terms and conditions of use.

12.43

C paid a monthly fee that would give her a discount on mobile phone calls but it was several months before she received this discount. C complained to T and T said it would investigate. C received a refund for the fees they had been paying but wanted a credit for the discount instead. C wrote several letters of complaint but never received a response. C requested to cancel their services but T continued to charge in advance for its services. C experienced a poor level of customer service.

The Ombudsman was concerned that T had failed to respond to C's written contacts and complaint. T was required to calculate the credit C would have received for the mobile phone discount and apply this to the account, minus the credit that had been applied for the monthly fees. A nominal goodwill gesture was awarded for the shortfall and T was required to backdate the cancellation of the account to C's initial request. T was required to write a letter of apology.

12.44

C was being overcharged each month for an add-on service that he had not requested. T stated that this had been done at the point of sale by a third party retailer and without C's permission. T cancelled C's Direct Debit so they would not have to pay for the overcharge but C's account went into arrears and T was subsequently unable to cancel the add-on service. C wrote to T but with no response and received a poor level of customer service.

The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. T was required to cancel the add-on service and refund any overcharges. A nominal goodwill gesture was awarded and T was required to write a letter of apology for the shortfall in customer service that has occurred. C was then responsible for the outstanding balance.

12.45

C had a package with T and sought the downgrading of this package. T explained that the package was in fact the basic package but had been renamed.

The Ombudsman explained this again and C was able to finally accept that there was little else could be offered.

12.46

C had phone stolen whilst away from home at university. C's father attempted to intervene and act on behalf of C during this time. This proved impossible and C had to take time out of the course to attend a shop. During this time no request was made for a replacement SIM card to be provided.

C argued that by not supplying a replacement SIM T frustrated the contract and sought refunds of expenses. The Ombudsman held that as no replacement was requested for a number of months this was not the case and the onus was on C to ask for one. T not required to take any further steps.

12.47

C has experienced 339 calls to PRS numbers which has resulted in a large bill. C disputed this with T stating that he had not made the calls. T says that it has investigated

the calls and found that the calls had been registered to the C's SIM card and IMEI number and therefore maintained the charges.

Whilst the Ombudsman is sympathetic with C's position she finds that T cannot be held responsible for the calls. Although T may well not have made a deliberate action to make the calls, the calls have emanated from his handset, and therefore, the charges are valid and remain C's responsibility.

However the Ombudsman is concerned that C was not properly advised in relation to PRN calls and provided with details of ICSTIS which amounted to poor customer service on part of T. On this basis the Ombudsman requires T to provide a goodwill payment. The Ombudsman recommends that the customer approach ICSTIS with a view to contacting "Quiz TV" in order to pursue the possibility of a refund for the PRN charges.

12.48

C entered into a contract with T that C believed included free weekend calls. When C asked for confirmation of this, T replied almost 3 weeks later saying the plan C had signed up for did not include free weekend calls. C sent a further email and T responded saying the plan did include free weekend calls. C claimed to have made telephone calls and sent emails but that no reply had been received. C eventually made an escalated complaint. T responded by offering to change C's tariff and credit the cost of weekend calls. However, C would have to pay for the higher tariff. C rejected the offer. The Ombudsman required T to credit the cost of weekend calls for the first six months and to pay a goodwill gesture to reflect the poor customer service received by C.

12.49

C received a bill containing high charges for text messaging services. C queried this with T and it became apparent that there had been a delay in billing of six weeks due to a system problem. This was in accordance with the terms of the contract, which allowed up to six months to bill for charges, but C was of the opinion that this was an unfair term. C made a payment on the account but disputed the full charges. T maintained that the charges were valid but investigated the account. C claimed that T then offered to recalculate the charges and provide a credit for the difference between the charges incurred and the cost of the service had a bolt on been purchased. The credit was requested by T but refused by an authorised supervisor. T then offered to credit the account with 25% of the late billed charges and C reluctantly accepted this. C authorised a third party to deal with the complaint but T failed to act on this immediately. T explained that it had not received appropriate authorisation and could not deal with the third party until this was received. C's third party complained that T had failed to respond to written communication, particularly in respect of concerns regarding submissions to the credit reference agencies, and this necessitated the use of the national rate numbers to contact T. C further complained that the investigation carried out by T had not been impartial and felt that this was inappropriate. T disconnected the service and applied a termination fee to the account, but this was removed once the service was reinstated.

The Ombudsman was of the opinion that the credit provided by T regarding the late billed charges was satisfactory and did not require T to recalculate the bills and provide a higher level of credit. She also considered that T had investigated the complaint

appropriately and provided an adequate explanation for C regarding the delay in billing. The Ombudsman referred C to Ofcom as the Qualifying Body for concerns regarding unfair terms, as this was not within her remit, although she did consider that the charges had been billed correctly. The Ombudsman also considered that the termination fee had been removed appropriately and could see no reason to require any further action in respect of this part of C's complaint. However, the Ombudsman did consider that there had been a shortfall in customer service, as C had felt compelled to contact T using the national rate numbers. Whilst the Ombudsman was of the opinion that T was correct in refusing to communicate with C's third party until the matter of authorisation had been established, she did not feel that T had responded in the chosen method of communication and as fully as it could have in response to C's complaint. For this shortfall, the Ombudsman required T to provide a goodwill credit to C's account. T was also required to credit the cost of calls to its Customer Services numbers or refund the actual charges incurred on provision of evidence. Finally, T was required to provide C with details of any submissions to the credit reference agencies in respect of this matter.

12.50

C received a bill from T for services provided with a date of debit from C's bank account. On checking the account C noticed that T had taken a larger sum than billed. C contacted T by way of telephone and insisted that the accounts department return the call. T failed to return the call and C wrote a letter of complaint to two of T's offices. C failed to receive a response and so wrote a further letter enclosing the previous complaint letter. Again after failing to receive a response C contacted Ofcom and Otelo. C was directed to the Customer Service department of T and sent a further letter. C stated that T had again failed to respond.

The Ombudsman considered that T appeared not to have received C's correspondence prior to the second letter enclosing the previous letter sent. It had acted upon the complaint by reimbursing C by way of a credit to his account following the error with the direct debit payment. However the Ombudsman noted that T took over 4 weeks to respond by making a credit to the account even though C had clearly displayed dissatisfaction with the failure to respond to previous letters. There was no evidence that T had written to C to notify of the outcome, simply a note that a credit was to be applied. She considered this to be disappointing and required T to apologise for the delay and to make a goodwill payment to C for the inconvenience caused in chasing a response.

12.51

C complained that T's bills were incorrect. T looked into this problem and regularly provided information to C but C had lost confidence in T's billing ability. Payments were withheld and a considerable outstanding balance built up.

The Ombudsman required T to provide a full over view of the disputed months bills so that C could make an informed decision as to the billing. It was also recommended that once satisfaction had been reached c should clear the outstanding balance.

12.52

C requested package details from T and later called to accept an offer. T denied the offer had been made but made efforts to provide as similar a package as possible. C rejected the offers but continued to contact T over a lengthy period. C complained that T had failed to respond appropriately to requests made but T provided log notes that showed the various offers made to C. C requested compensation for the time taken to resolve the matter but also refused to accept any of T's offers. C complained that T had failed to provide appropriate credits to the account and continued to request these from T. The Ombudsman was of the opinion that T had attempted to resolve the matter by offering packages that were as close to the details provided by C as possible. However, she also accepted that the complaint had become protracted and required T to issue a goodwill payment in respect of this. In addition to this, the Ombudsman required T to provide a clear breakdown of the charges applied to C's account and the relevant credits and refunds. As the balance was found to be nil the Ombudsmen failed to see how T could not have applied the credits promised.

12.53

C reviewed bills sent by T and noted that Internet calls were not charged at the agreed amount. C contacted T to request that the charges be recalculated and the difference refunded. T failed to respond to C's request initially and later advised that the charges were not those stated by C. T agreed to rework the bills at a reduced rate but not at the low rate advised by C. C was not happy with this offer and requested the agreed rate. C had not provided evidence of the rate that was requested. T offered free minutes for the duration of the contract as a gesture of goodwill but was unable to offer a lower rate than that suggested, as it would not have been commercially viable. T credited C's account with difference calculated but C remained unhappy with this resolution. T closed the account and provided differing accounts of the final balance. T also advised that C would be liable for an early termination fee. C did not advise whether the cancellation had been requested. The Ombudsman was of the opinion that T had provided a poor level of customer service in light of its failure to update C with information regarding the billing recalculation. The delay had occurred due to external billing problems at T but T had not advised C of this and effectively ignored the complaint. T did make amends in a manner that it deemed appropriate but maintained that the low rate suggested by C had never been offered. In view of the absence of any evidence supporting C's claim the Ombudsman did not require T to rework the bills at the lower level. She was satisfied that T had attempted to resolve the matter. However, T was required to issue a letter of apology for failing to update C with the billing calculation and also required it to waive the early termination fee should C wish to close the account.

12.54

C contacted T to see if they could cancel their contract and retain their number. C was advised on transferring the number to PAYG. C thought the account would be cancelled at this point but they continued to be charged line rental. T stated that C had only made an enquiry and not a firm request for it to take any action. C requested a PAYG sim card and later contacted T to activate that sim card. However, the sim card was not activated

and C incurred further line rental charges. T activated the sim card and refunded all line rental charges for the period after C had made their request to activate the sim. C experienced a poor level of customer service.

The Ombudsman was unable to ascertain if C made a firm cancellation request to T or whether this was merely an enquiry and unfortunately this issue remained inconclusive. However, it was clear that C contacted T in December to activate their PAYG sim card but the company failed to carry out this request. The Ombudsman noted that T had credited the line rental that had been accrued on the account after this date but she considered that its failure to take appropriate action was indicative of a shortfall in customer service. Therefore, the Ombudsman required to make a nominal goodwill gesture and write a letter of apology for the shortfall that had occurred.

12.55

C received a call from T offering services and after checking if the offer would include 0845 numbers accepted. Complaints were made that in bills these calls were not accepted as local calls and that tariffs were not provided.

It was shown that the tariffs were actually produced twice and as clarification had been sought re: 0845 numbers it was held that C clearly did not believe they were local calls or clarification would not have been sought. No further action was required.

12.56

An agreement was made between T and C for the provision of services for C's business. But due to initial difficulties with the set up C decided to cancel. T blamed C's previous provider and it likewise blamed T for the problems. C telephoned T and cancelled and T agreed not to charge any termination fees and send out a bill for the services used. C received the bill but complained that the bill contained duplicate charges and charges for services not provided. C wrote to T but failed to receive a response. After letters chasing payment were received, C had responded writing numerous letters requesting the matter to be investigated and the bill revised, a letter was sent by T stating that it had been trying to contact C. C disputed this as the business was always staffed and a divert service was in operation. T stated that it was pursuing charges it had been charged in an attempt to recoup its costs.

The Ombudsman received correspondence from T stating that the matter had been resolved and that a revised bill was being sent to C and that a credit would be applied to C's account in respect of the billing errors. The Ombudsman had received no confirmation of this from C but considered that C should receive the amended bill as promised and that any overpayments should be credited to the account. T also stated that C had decided to reconnect to the service but again without further confirmation the Ombudsman considered that any reconnection fees should be waived or that if the cancellation remained then any termination fees should not be charged as promised. She was concerned with the absolute failure to address the complaint initially and the time taken to resolve the matter and as a consequence T was to write a letter of apology to C and credit the account with a further goodwill payment.

12.57

C queried charges on an account and it became apparent that the incorrect tariff had been applied. C complained about the charges on numerous occasions and on each occasion was promised a refund of charges by T. T failed to act on these promises. After escalating the complaint, C was told that the charges would be credited to the account and T also offered a goodwill payment. The Ombudsman was of the opinion that there had been a clear shortfall in customer service but she also considered that the resolution offered by T was appropriate. No further action was required of T.

12.58

C incurred high GPRS call charges on their account and disputed them with T. T initially maintained the charges but after a thorough investigation it discovered that an error had occurred. However, T did not rectify the error on C's account and there was a long delay before it took any action. C experienced a poor level of customer service. T eventually credited the disputed charges.

The Ombudsman was disappointed that T failed to take appropriate and timely action in this instance. This failure had caused C inconvenience and led to a shortfall in customer service. The Ombudsman was pleased to note that T had credited the disputed charges to C's account. The Ombudsman required T to write a letter of apology and a nominal goodwill gesture was awarded for the shortfall that had occurred.

12.59

C had a missing payment with T and complained to T about this. T failed to inform C correctly on this matter and C stopped making payments on their account. C experienced a poor level of service from T.

The Ombudsman was disappointed with T's actions in this instance. The Ombudsman recommended that C's account is recalculated and to T was to confirm the amount outstanding. A nominal goodwill gesture was awarded for the shortfall in customer service that had occurred.

12.60

C took up T's phone service and thought they could continue with their inclusive internet package with their ISP. C was charged for internet calls on T's bill and disputed these charges. C stated that information they received from T said the internet service would be unaffected. T said this was correct but it had also outlined that the dial up numbers would be charged on its bills and they needed to contact their ISP for an alternative number to use. C requested to cancel their account but they continued to be charged an administration fee. T rectified this matter but only after several months. C experienced a poor level of customer service.

The Ombudsman found C's situation to be regrettable, but considered that T had raised the internet call charges correctly and it had adequately advised its customers that these calls would be charged on its bills. The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. The Ombudsman required T to pay a nominal goodwill gesture and it was required to write a letter of apology for the shortfall that had occurred.

12.61

C complained to T as they had been placed on the wrong tariff. T failed to investigate C's complaint and C experienced a poor level of customer service.

The Ombudsman is disappointed that T had failed to quickly and effectively resolve errors that had been made on C's accounts. The Ombudsman required T to amend the tariff error and recalculate the account to reflect the correct tariff. The Ombudsman awarded a nominal goodwill gesture for the poor level of customer service C had experienced.

13.0 Equipment

13.1

T provided an installation date for a new system but this was delayed due to T's contracted supplier. C's third party recommended action to minimise disruption but this caused the loss of service for a significant period. C claimed compensation from T for loss of business but T declined this offer. T did contact its contact its supplier to obtain an offer of goodwill and also provided the installation service free of charge as a gesture of goodwill. Further credits were applied to C's account amounting to several months' charges. C complained that T had not addressed the issue but T advised that the disruption was entirely due to C's third party advice.

The Ombudsman was of the opinion that T had addressed the issues raised by C and she could find no evidence to suggest that T had acted inappropriately. C's service was lost as a result of advice from the third party. T had also accepted some responsibility for its supplier and provided a goodwill credit on respect of this. The Ombudsman was satisfied that T had acted appropriately and no further action was required.

13.2

C experienced many problems with handsets and services provided by T. T failed to address any of the problems raised by C and also failed to replace the handsets when requested. T suspended the services inappropriately, failed to communicate with C and failed to carry out remedial action promised. The degree of inconvenience experienced by C was significant but C maintained payments on the account. T failed to provide any resolution and C ceased using T's service once the contract was complete. T also failed to investigate disputed charges despite C providing as much evidence as possible to aid an investigation. T requested the information to be provided again several months later and then refused to investigate as C was unable to provide the information again.

The Ombudsman was of the opinion that T had failed to provide any customer service whatsoever and she was satisfied that C had experienced the degree of frustration that was claimed. The Ombudsman required T to refund the line rental charges and 50% of the call charges to cover those disputed. T was required to issue a written apology to C and also provide a further goodwill payment to cover the cost of calls to T, replacement of handsets and for the inconvenience experienced.

13.3

C contacted T to arrange for work to be carried out at C's premises and said that a delay was encountered. T acknowledged the delay and apologised. The Ombudsman believed that the delay was unreasonable and was satisfied that C had been inconvenienced in the delay in the work that was to be carried out at his premises by T and in the attempts to resolve C's issues. Therefore, T was required to offer C a goodwill gesture payment for the overall poor experiences in full and final settlement of his complaint along with a letter of apology.

13.4

C complained to T about the handset and T replaced this. C experienced the same problems with a second handset and T replaced it again and offered a credit to the account. A third handset was then required and T ensured that a different model was provided. However, T failed to provide the additional credit that was offered and C decided to cancel the account. T agreed to cancel the account without penalty but then refused to provide the credit agreed earlier.

The Ombudsman was of the opinion that T had failed to provide the remedy offered and she could understand C's frustration and subsequent request to cancel. T was required to provide the credit offered previously and ensure that the account was closed. In addition to this T was required to provide a written apology and issue any credit balance remaining to C.

13.5

C received a piece of equipment from T without it being requested and without C's knowledge. C returned the piece of equipment. T started to bill C for the equipment. C contacted T on many occasions to explain the situation. T ignored this and eventually referred the account to a debt collection agency.

The Ombudsman required T to clear all charges relating to the equipment from the account, to ensure no adverse had been passed to C's credit file, and to make a goodwill credit to C's account, in recognition of the inconvenience caused.

13.6

C complained to T about the intermittent telephone and BB service she was receiving. T admitted the signal was poor and arranged to repair the line, but failed to turn up at the property and left C with a temporary line across the driveway. C also complained that T had mis-sold the package during a cold sales call, and provided evidence that T was

charging more than the contract agreed. C decided to cancel the BB DD, and this resulted with the full service been disconnected. T then continued to pursue C about an outstanding balance, but C refused to pay for a service that wasn't provided. T put the matter in the hands of a debt collecting agency, but failed to provide any details to the Ombudsman about this complaint.

The Ombudsman requires T to arrange an appointment to call at C's property to remove the cable, and was also required to waive any outstanding balance. The Ombudsman was concerned by the mis-selling issues and the poor customer service provided. To take these points into consideration, as well as any costs or inconvenience caused, she required T to make a goodwill gesture. She also required T to provide written confirmation that any adverse credit information had been resolved, and this was to be provided with a letter of apology.

13.7

C complained to T about a connection but there was no evidence of a fault. After carrying out tests, C made a further complaint to T. An engineer appointment was arranged but the engineer failed to attend on two occasions. On the third occasion a fault was found and repaired. C requested compensation from T for the delay and poor customer service. T provided a credit to C's account for the time that C was without a service and also provided a goodwill payment to cover the cost of calls and a period of free service.

The Ombudsman was of the opinion that T had acted appropriately in the matter and she did not require any further action of T.

13.8

C claimed that T had unfairly pressured C to allow T to do some work on C's land, that T had failed to inform C of the timescales involved, that T's contractors had caused damage to C's land, been rude to C and gained unauthorised access to C's land. The Ombudsman found that C had given permission for the work to take place and that T had kept C informed of what was going on at the time. However, as C had provided photographic evidence of the proximity of the work to the land damage, the Ombudsman required T to pay for the damage. She found that T's contractors had not behaved in an acceptable manner and that both this, and T's delay in dealing with C's complaint amounted to poor customer care. The Ombudsman also found that T had gained unauthorised access to C's land on two occasions, even though the second was to repair a fault on C's line. The Ombudsman required T to write a letter of apology to C and pay an amount to reflect poor customer service and extra work that C had needed to do over the Christmas holiday period.

13.9

C contacted T and entered into agreement for broadband services. C maintained that as T did not advise of the required anti-virus protection that the equipment was infected with a virus. T acknowledged C's contact but stated that it was not at fault for C's infected equipment and provided C with written recommendations of protection and a welcome

pack also containing appropriate information. C added that at no time was a charge for the modem mentioned, the term of neither the agreement nor the monthly charges. After investigation of the sales recording T insisted that C was advised accordingly regarding the modem charge, term of the agreement and monthly charges. The Ombudsman was disappointed that T did not provide a copy of the initial sales recording to help consider the facts of the case fully. Whilst sympathetic with C's predicament, there was no evidence to suggest any wrong doing by T and that ultimately C is responsible for the protection of the equipment and any protective software to help prevent the PC from becoming infected. However, the Ombudsman believes that to be able to address all issues of this case fully that T should provide a copy of the sales recording on, and that she will delay her decision until considering the contents of the call.

13.10

C had a contract with T for a substantial amount of talk time which was supposed to provide alerts when this time was running out. The handset was sent for repair and following this c was locked out of the handset. T was contacted on numerous occasions but failed to properly address the issues raised. C did seek a handset of choosing. T put forward a reasonable resolution package.

The resolution package was accepted. It was explained that the Ombudsman cannot require the supply of a handset not supplied by T.