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## **1.0 Auto Diallers**

### **1.1**

C disputed international call charges on his account. The Supplier carried out an investigation and confirmed the charges were incurred due to a rogue dialler. The Supplier offered C protective and preventative advice. C experienced a poor level of customer service. The Supplier made a goodwill offer to C but C declined it.

The Ombudsman was satisfied that the disputed charges related to a rogue dialler. As the calls were generated by C's equipment, they were to remain responsible for the call charges. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to fulfill its goodwill offer and write a letter of apology.

## **2.0 Billing**

### **2.1**

C found that C was unable to obtain credit due to information passed on by SP over a billing dispute several years earlier. C complained to SP and requested that it removed the information but SP maintained its position and the matter reached deadlock.

Under the Ombudsman's Terms of Reference the initial billing dispute fell outside of this due to the time frame which had since passed, however, as SP had supplied a deadlock letter, all the evidence was investigated. The investigation was satisfied that the outstanding bills were valid and correct for payment and, therefore, SP was correct to pass on the information to C's credit file. The investigation was also satisfied that SP had responded accordingly to C's complaints.

### **2.2**

The complainant (a small equipment company) discovered that it had been overcharged by a service provider for a lines and calls package. The complainant asked the service provider to refund the overcharges but the service provider was only prepared to refund three months overcharging to the complainant and explained that Company Policy dictated this. The complainant brought the issue to the Ombudsman.

The Ombudsman examined the service provider's General Code of Practice, the Terms and Conditions of the Agreement it had with the complainant and the Agreement documents but could find no reference to such Company Policy. The Ombudsman was satisfied that the complainant was not aware of the existence of the Policy at the time

the complainant entered into the Agreement, and for this reason, the Ombudsman directed the service provider to refund the complainant will all overcharging.

### **2.3**

C transferred services away from SP but continued to receive bills. C called and wrote to complain but the account was passed to a debt collection agency. C asked for written confirmation that the account was closed and the balance cleared with no adverse credit history but did not receive this. C complained to Otelo.

The Ombudsman considered there had been a shortfall in customer care in that SP had failed to send written confirmation as requested and as it had agreed. The Ombudsman required SP to send this written confirmation together with a full apology.

### **2.4**

C had broadband with SP. C had technical difficulties and contacted SP for resolution. C continued to have problems, which SP failed to fix.

The SP has admitted it that it fell short in its customer service.

The Ombudsman considered that the goodwill, supplied by SP was not sufficient, and required further action. It did require SP to apply a further goodwill credit, plus send a letter of an apology to C.

### **2.5**

C received a quarterly bill from SP, but wrote to the company to dispute some of the call charges as C did not recognise the numbers. SP failed to reply and C sent a further letter. C also requested that SP respond by letter as C had hearing problems. SP failed to reply to any of C's five letters in total and failed to consider C's needs as only telephone calls were made to C in response to the billing complaint.

The Ombudsman concluded that SP provided C with a very poor customer service, but the call charges were maintained as correct. SP was required to address any training needs, apply a goodwill credit to C's account and send C a sincere letter of apology.

### **2.6**

C disputed call charges from SP. Charges had been incurred for access to internet in early hours of the morning. This handset was used by C's ten year old. Charges amounted to several thousand pounds. C disputed that the child was able to use the phone to access internet and had phone examined. SP thoroughly investigated the case and confirmed the accuracy of the call charges. SP had made an offer of goodwill to C but C had rejected it.

The Ombudsman required SP to re-instate the goodwill gesture and for C to accept.

## **2.7**

Domestic Customer - Non receipt of bills

The complainant failed to receive a bill from the service provider for some months. When the complainant called the service provider about this the complainant was advised that there was a computer billing problem which would be rectified as soon as possible. However, the customer remained without a bill for a long time and became concerned by this. Although the service provider sent a letter to the complaint to say that the matter was being looked into and would be resolved, the complaint remained unhappy with the situation and complained to the Ombudsman.

In response to the complaint, the service provider advised the Ombudsman that it had now overcome the system fault and it had generated and sent a bill to the complainant. As a gesture of goodwill for the inconvenience caused, the service provider had withdraw a proportion of the charges on the account and the service provider told the Ombudsman that it was prepared to make a further small goodwill gesture to the complainant and to send the complainant a written apology.

The Ombudsman was satisfied that the complainants billing problem had been rectified and with the goodwill gestures the service provider had already made and offered and other than maintaining these, the Ombudsman did not require the service provider to take any further action.

## **2.8**

C received a quarterly bill from SP that contained six months worth of calls and not three months. C queried this with SP and refused to pay the bill even though offered a payment plan by SP. SP said that C had made the calls and was therefore liable to pay for them. C disagreed, so SP then sent C a deadlock letter.

The Ombudsman decided that SP was under an obligation not only to provide C with an accurate bill but also a timely one. As such SP had to apply a credit to C's account and maintain SP's offer of a payment plan to C.

## **2.9**

C attempted to resolve a problem with his bills being in the wrong name; C spoke and wrote to SP.

SP failed to resolve problem

The Ombudsman considered that the SP has failed to deal with C's problems and therefore proposed a goodwill gesture and written explanation for its charges.

## **2.10**

C was moving property and contacted SP to cancel broadband. SP told C it would take 28 days to cancel, and asked C to call back on the day C moved out of the property. C called back on the moving out date, and SP informed C that it had never received C's request to cancel broadband. SP told C it would take up to 28 days to action C's request. C then received a final bill which included an Early Termination Fee. C disputed this as C had been a customer of SP for a number of years. SP agreed it was an error and advised C of the amended outstanding balance, which C immediately paid. C then received letters from a Debt Collection Agency requesting the outstanding balance which included an Early Termination Fee.

The Ombudsman agreed that C had requested cancellation of the broadband service which SP did not action. The Ombudsman was satisfied with the manner in which SP acted when C explained the request had already been provided. The Ombudsman considered SP's actions to involve a Debt Collection Agency inappropriate. C had paid the final outstanding balance, and SP had agreed that the Early Termination Fee should not be applied. Despite this, SP requested the outstanding balance including the Early Termination Fee. The Ombudsman instructed SP to confirm to C that the account was now closed with a zero balance. SP was also asked to ensure C's details were removed from the Debt Collection Agency's records, and confirm that C's credit status had not been adversely affected. SP was also told to make a goodwill gesture and send a letter of apology to C for the poor level of service provided.

## **2.11**

C called SP and asked how to cancel. SP advised C to give 30 days notice. SP cancelled C's services immediately. C called to have the services reinstated for a short period. This led to bills after C had left showing various charges and credits that C did not understand. C asked SP for an explanation and was advised C was owed a refund that C was not. C complained and SP failed to explain the bills to C.

The Ombudsman was of the opinion that C had received a shortfall in customer service and required SP to:

- send C a final bill showing how it worked out the final credit. If it had charged C for calls that it should not have, it was to credit those calls;
- send C a written explanation of the bill, in which a full apology was included; and
- send C a goodwill payment of the final credit he was owed, plus an additional amount.

## **2.12**

C agreed to a telephone service from SP, but cancelled the service after a few weeks. The cease order failed to complete and C continued to receive bills. The account was later passed to a debt collection agency. C complained to SP by telephone and in

writing and SP eventually recalled the account, applied a goodwill credit to C's account and sent C a goodwill payment. However, C remained dissatisfied and SP increased its offer.

The Ombudsman concluded that C had received a shortfall in customer service from SP and required SP to maintain its final offer as it was considered to be fair and reasonable. C had been billed incorrectly, but the remedy offered by SP was considered to be sufficient for any stress and inconvenience caused to C.

### **2.13**

C had three accounts with SP. When C received the bills C sent one cheque to cover the bill for two accounts. SP credited the payment to one account. SP then applied debt recovery to one account and barred the phone. C contacted SP and was advised that payments must be made separately. SP credited the accounts but failed to remove the bar from the phone for a considerable time even though the account was not in debit. C contacted SP and it did not remove the bar in a timely manner. C complained to SP and they offered a gesture of goodwill which C rejected. C wrote to SP again but it did not reply to the letter. The Ombudsman investigated and required SP to refund the line rental paid by C whilst the phone was barred and applied a gesture of goodwill in recognition of the shortfalls in customer service.

### **2.14**

C transferred telephone services to SP and asked for call barring. SP did not apply the call barring and C complained on receipt of the first bill. SP applied mobile call barring, increased C's credit limit and lifted the restriction that had been placed on the phone. C's next bill was even higher and C complained. SP maintained the charges. C wrote to complain on several occasions but received no reply. The account was passed to a debt collection agency. SP then issued a deadlock letter and C complained to Otelo. SP accepted that C had been given incorrect information by the sales representative.

The Ombudsman considered that SP had provided poor customer service and required SP to provide a goodwill credit in recognition of the shortfalls.

### **2.15**

C received a larger than usual bill from SP and noted that C had been charged for calls for the period C's previous bill had already covered. C believed C had been double charged and therefore contact SP. SP advised C an error had occurred and it would investigate. However, despite subsequent formal complaints from C, SP maintained the charges were correct, as the error was that SP had not billed for those charges previously. C escalated the complaint and was offered recompense, but remained unhappy.

The investigation welcomed SP's admissions and explanations and although it was satisfied that the charges were valid and correct (the billing evidence confirmed the

charges were not duplicated) it was considered a shortfall in customer service that SP had not provided any prior warning of this and also that the error occurred in the first place. In relation to C's complaints, the investigation also found C had received poor levels of customer service in this regard. Therefore, it was proposed for SP to apply a goodwill credit to C's account, provide C with an apology and also confirm any remaining outstanding balance in writing to C. It was recommended to SP that it also allow C to pay off any remaining amount via a payment plan, should this be required by C.

## **2.16**

C applied for credit and was refused. C found that SP had incorrectly amended C's credit file with a missing payment. C contacted SP and it could not locate the payment. SP then asked C for proof of payment. C provided this but it was insufficient. C then provided the additional information as requested but SP claimed not to have received it. C supplied the Ombudsman with copies of all the information. The Ombudsman required SP to amend C's credit record upon receipt of the information from C and to offer a goodwill gesture for the costs incurred by C.

## **2.17**

C had broadband with SP. C had difficulties in getting connected to Broadband C contacted SP for resolution. C continued to have connection problems.

The SP was unable to resolve in a reasonable time

The Ombudsman considered that there was a shortfall in customer service and required SP, to provide goodwill and written apology to C.

## **2.18**

C entered into an agreement of services and received a faulty handset. C cancelled the account within the cooling off period. SP stated that the agreement was not cancelled within the cooling off period but agreed to cancel the agreement without penalties. It was found that C had cancelled within the cooling off period and therefore should have not been billed or held to term.

SP was required to cancel the contract without penalty, clear the account balance to nil, send written confirmation that the account is closed, make a goodwill gesture payment, by cheque, ensure that no adverse data has been sent to any credit reference agencies as a result of this episode and send a letter of apology for the shortfalls highlighted in the provisional report.

## **2.19**

C received a mobile phone bill which included multiple charges for text messaging to the same number at the same time. Where a message goes over the standard allowance

for a text message it will be automatically split into multiple messages and this will show as a number of messages to the same number at the same time. Whilst this was accepted C said that sometimes there were multiples of nine messages. This did not seem reasonable and was considered excessive. As the messages themselves were not available for inspection the matter had to be decided on a reasonable basis and on the balance of probabilities. It was decided that the maximum length for a message would be three separate messages and that this test should be applied to the disputed messages. 160 characters was taken as being the usual length allowed per text message before it went into a second, third etc message.

SP was required to waive any charges for any message group (messages to the same number sent at the same time) going over a 480 character limit unless it can produce a copy of the message in question to show that the message was longer than 480 characters. If it is able to do that the charge should not be waived. If it cannot produce a copy of the message it should cap the charge for any particular 'group' of messages to the cost of three messages. SP was also required to account to C for any waived charges and produce a new account showing the outstanding balance also offering a goodwill gesture of the inconvenience caused.

## **2.20**

C took out a new business service with SP. When C received the bill an extra service had been added in error. C contacted SP and SP agreed to credit the account with the extra charges. This happened on two further occasions and also additional errors were made with further erroneous charges. SP repeatedly promised to address the issues but failed to do so. C contacted SP and had difficulty as the advisor failed to understand the problem but eventually agreed to escalate to a manager. C was kept on hold for a long period and advised that the manager would call back. This happened quickly and C agreed a solution with the manager. The manager promised to confirm the solution in writing but did not do so. C wrote a further letter to SP and it did not respond. C received further bills which were still incorrect and SP failed to take Direct Debits. The Ombudsman required SP to apply credits to the account as agreed address the billing issue, to issue a gesture of goodwill to C and to send a letter of apology

## **3.0 Broadband**

### **3.1**

The complainant complained that the service provider had advised that the upgrade from dial-up to broadband service would mean that the email and the website address would be kept the same. Following the upgrade, the complainant lost both addresses. The complainant complained to the service provider and requested compensation for business loss. The service provider advised that although the email address was retrievable the website address could not be retrieved.

The Ombudsman accepted that the complainant had incurred loss, but was not willing to comply fully with the complainant's request for compensation since the complainant did not provide details of actual financial loss. In light of the circumstances, the Ombudsman required the service provider to increase its goodwill gesture, apply a credit for the dial-up costs the complainant had incurred and advise the complainant whether the email address could be kept.

### **3.2**

C was the customer of a service provider and requested it to provision a broadband service over the line, but the service provider advised C that SP would not allow this due to the high cost involved of removing some equipment from the line. C then contacted SP directly and was advised that SP would provision the service without charge if C transferred to it. As C wanted the broadband service C agreed to this but was unhappy with SP with what C believed to be a blackmail tactic. In addition, C then experienced a delay in the provision from SP also due to the equipment, despite C having advised SP of this initially. Once the broadband service was successfully activated, C formally complained to SP and although eventually there was a response, C remained unhappy with it.

In this instance, it was clear that there had been some confusion surrounding the three parties involved. It was explained to C that although C was complaining about SP, it was actually the network operator who was responsible for the charges to the initial service provider and that it was both a commercial and competitive decision for SP to offer C the broadband provision without passing those charges (for the removal of the equipment on the line) onto C. Nevertheless, it was clear that C had also experienced a delay in the provision through no fault of C's and that Chad received a total shortfall in customer service in relation to SP's response to the complaint. In this basis, it was proposed for SP to apply a goodwill credit to C's account and also provide an apology.

### **3.3**

C ordered broadband through SP but there was a delay of five months in providing the service so C cancelled the service. C's main complaint has been addressed but C would like compensation for the inconvenience and distress this matter has caused. SP advises C has never requested compensation.

The Ombudsman found that C had previously requested compensation. There was evidence that C had not been proactively kept updated as to when their broadband would be provided. This was considered a shortfall in service. The delay in providing the service was also considered a shortfall. SP was required to apologise and award a gesture of goodwill in recognition of this.

### **3.4**

C signed up for a broadband service and encountered delays in its provision. SP stated that C had another broadband service active on the line preventing provision. It was

found that C was responsible for the initial delay of the broadband service. But C encountered technical issues after provision and was not shown a level of service normally expected.

The Ombudsman required SP to offer C penalty free cancellation, make a goodwill gesture payment against any remaining outstanding balance, and refund any overpayment by cheque, send a letter of apology for the service shortfalls highlighted in the report. Or alternatively, if wanting to remain a customer, SP was required to contact C to ensure that the service is functioning correctly, make a goodwill gesture payment, by cheque, send a letter of apology for the service shortfalls highlighted in the report. C was required to advise the Ombudsman which remedy (if any) C wished to choose.

### **3.5**

C arranged for SP to transfer service to a new address, SP cancelled the order without explanation and C had no service. C contacted SP and SP reinstated the telephone service although the broadband service was delayed by five days. C works from home [residential customer]. C complained to SP and SP made an offer that C was unhappy with. SP submitted no case file.

The Ombudsman requires SP to make the agreed payment to cover cost of C's calls; and send a letter of apology.

### **3.6**

C agreed to a broadband service from SP. SP was aware that the distance from the exchange may be a limiting factor but installed the service anyway. The service worked initially but deteriorated and then stopped working all together. SP advised C that he was too far from the exchange. SP credited all broadband charges but C required an explanation of why his service did work but no longer does. SP failed to address C's complaint.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case and required SP to apply a credit to C's account and provide an explanation to C.

### **3.7**

C complained that C had been unable to establish an internet connection using the broadband service SP provided, despite reporting the problems to SP on several occasions. C therefore wanted SP to allow C to cancel C's contract without penalty. SP was of the opinion that SP had been unable to supply the broadband service to C because C had cancelled C's telephone line. SP therefore maintained that C was liable for the termination fee.

The Ombudsman decided that SP had not carried out any investigation into C's problems after C had reported them. In these circumstances, SP's assertion that C was not able to establish a connection because the line had been cancelled was dismissed.

SP was required to cancel the broadband service without penalty, and to refund all charges. SP was furthermore required to make a payment to C as a goodwill gesture and to remove any adverse information passed to C's credit file.

### **3.8**

C agreed to a broadband service from SP but was unable to connect to the service. After many months of trouble shooting he still had an intermittent service and asked to cancel the contract without penalty. SP said that C had an unsupported type of computer and operating system and this had caused the problems along with an extension lead that was too long. SP provided credits for the time without service.

The Ombudsman decided that because of the very long delay C should be allowed a further goodwill gesture which included a refund of charges for the months the service was not working and a penalty free cancellation.

### **3.9**

C experienced a loss of broadband service. SP acknowledged the loss and offered goodwill. C made a substantial claim for lost revenue. It was found that SP was not accountable for C's level of claim and this was declined.

The Ombudsman required SP to make a goodwill gesture payment and send a letter of apology for the service shortfalls highlighted in the report

### **3.10**

C has experienced problems with the activation of a new broadband account due to non compatibility of phone line and SP's services. C has also experienced shortcomings in customer service, and the inability of SP to acknowledge and resolve the problem. SP acknowledges the shortfall in customer service and apologises to C for this. SP has also offered to cancel the agreement without penalty.

After reviewing the case the Ombudsman agrees that C has experienced poor customer servicing, and experienced unacceptable problems with the SP continually cancelling the order. The Ombudsman requires SP to cancel the agreement without penalty, make payment of a goodwill gesture and send a letter of apology.

### **3.11**

C was moving premises and enquired with SP about the provision of a broadband service at that premise. C maintained that SP gave C assurances that the service would be available and as a result, C agreed to lease the premises. However, it then transpired that SP was unable to provide a broadband service and C complained that C had been mi-advised. C complained continually but received no response.

The investigation found that the pre-order discussions were oral and, therefore, it was difficult to establish what may, or may not, have been advised. It was considered that it was not reasonable for C to have based a commitment to lease a premise on the information C had been provided by SP in relation to the provision of a broadband service. However, it was also considered that following initial checks, a full explanation may not have been provided by SP, which may have influenced C's decision. It was also clear that SP had ever responded to C's complaint, or even acted upon it. Therefore, it was proposed for SP to provide C with a direct goodwill payment and also an apology.

### **3.12**

C agreed to a call, line rental and broadband package. C was unable to install the broadband and it was found C's PC was not compatible with the service. SP agreed to refund the cost of the modem, which it did. However, C considered SP continued to charge for broadband. SP explained broadband was free and that the charges were for the call package C had agreed, but C was not happy with this response. C requested a refund of the call plan charges, but SP did not respond.

SP's failure to reply to C, and the delay in it diagnosing the cause of C's broadband problems were considered to be reflective of a shortfall in customer service. However, the Ombudsman considered C had a responsibility to check the terms of the contract being agreed and to be aware of the minimum specifications for the broadband service. SP was required to send a letter of apology, a breakdown of debits and credits to the account and to advise C about landline only tariffs that were available. It was also required to withdraw any early termination fees as a goodwill gesture if C made a tariff change

## **5.0 Cancellation**

### **5.1**

C had supply of telephone service with SP. The C cancelled the service and was charged a termination fee. The C claimed not to have been advised of this fee when the service was agreed.

The SP accepted that it should not have applied the termination fee.

The Ombudsman required that the SP refund the termination fee and make a goodwill payment and written apology to C for the inconvenience caused.

### **5.2**

C took out a new telephone package with SP. The C said that the package was cancelled within the cooling off period, but the SP stated that the C did not cancel in time and applied an early termination fee.

On the balance of probabilities, the Ombudsman was satisfied that C had cancelled within the cooling off period. It required that the SP refund the termination fee and make a goodwill payment and written apology to C for the inconvenience caused.

### **5.3**

C moved house and transferred his broadband supply to his new address. C moved house again after only a few months and cancelled with SP. C received an invoice for an early termination fee and payment was taken automatically from his credit card. C complained as C was not aware that C had entered into a new minimum term contract when moving house. C also complained about connection problems and that C was not advised he was in a minimum term contract when he asked to cancel.

The Ombudsman was of the opinion that C was responsible for the minimum term of the contract but considered C to have experienced a shortfall in customer service. The Ombudsman required SP to apologise and make a small goodwill payment to C.

### **5.4**

C was coming to the end of the minimum contract period and asked for a PAC. C used the PAC straight away and claimed for a refund from SP for the balance of the minimum term, stating that SP had refused to accept 30 days notice when it provided the PAC. C wrote to complain and SP maintained its position. C complained to Otelo.

The Ombudsman considered that C had failed to understand the procedure but that this was through no shortfall in customer service. SP had explained in detail to C how to use the PAC. The Ombudsman did not required SP to take any further action.

### **5.5**

C agreed to a contract with SP but cancelled this within the 14 day money back guarantee. C complained that SP continued to bill C and referred the debt to a collection agency. C sent a letter to SP but received no response. SP said there was a delay in the retailer confirming cancellation of the contract. Once this was received the account was cancelled but in error SP did not remove the entire outstanding balance. SP said it had now resolved this and sent a letter to C.

The Ombudsman said that SP could not be blamed for the delay in cancelling the contract but the Ombudsman was concerned that SP failed to suspend follow up and in error did not remove the entire outstanding balance. The Ombudsman required SP to award a nominal goodwill payment and send a letter to C confirming that C's credit file has not been affected.

## **5.6**

C complained that SP was asked to close their account and provide a refund, but it failed to do so. C complained but SP did not send adequate responses to rectify the complaint. C complained to the Ombudsman. SP investigated and found there had been an issue with a third party which had delayed the closure of C's account.

The Ombudsman decided there had been poor customer service but there were aspects to the complaint not directly under SP's control. SP was required to ensure that no further bills were sent; that all charges were cleared; provide the requested refund as a cheque; make an apology for the shortfall in customer service and the delay in a resolution being found. It was also required to provide an additional goodwill payment and a final bill that verified the account was closed.

## **5.7**

C had a line rental service with SP which C cancelled giving one months notice. C continued to receive bills and payments were taken from C's bank account. C complained to SP which said that it had not disconnected as it had written to C to advise to contact it to discuss the matter as SP wanted to ensure that C was not left without a line. C had not had the letter and so not responded; SP had kept the line open and continued to bill.

The Ombudsman decided that SP should have had regard to the cancellation request and acted on that in the absence of any response from C. SP should refund all charges after the cancellation request and provide a goodwill gesture for poor customer service.

## **8.0 Customer Service**

### **8.1**

C ordered a new line from SP and when C tried to register for online billing the account number was not recognised. C contacted SP and it advised that the account number was wrong and gave a new number to Complainant this did not work either and C complained further. Later SP disconnected the line and only when C complained was it reconnected. C was advised that SP ad problems with its systems and that the account would have to be terminated and a new account created. This was not done in a timely manner and C was without a line for some time. C received bills for the old account even though it had been terminated. SP cancelled the old account and created a new one and gave C a gesture of goodwill. C was unhappy with this and complained to SP but could not reach a resolution. The Ombudsman investigated and found shortfalls in customer service and awarded a further gesture of goodwill to C and required SP to send a letter of apology to C.

## **8.2**

C asked SP to provide telephone services. C had to wait nine weeks for the service and then received a bill showing a held to term charge which C disputed. C paid the undisputed balance but SP restricted C's service. C complained and SP provided a credit for the disputed charges but did not restore C's telephone services for a further five weeks. C wrote to request compensation but received no reply to letters. C complained to Otelo.

SP accepted C's version of events but disputed C's claim for business loss as this was a residential service. The Ombudsman considered there had been a number of shortfalls in customer service and required SP to provide a goodwill gesture in recognition of this. However, the Ombudsman did not accept C's claim for business loss.

## **8.3**

C complained SP delayed installation of new landlines. C cancelled the order for one of the lines due to the length of time taken. C requested compensation for the inconvenience caused and to cover mobile call costs. SP said that the delay was due to duct and cabling work that needed to be carried out in order to provide service. SP said that as C had cancelled the order then SP was not liable to compensate C.

The Ombudsman said that as all orders are subject to survey then SP could not be blamed for the delay but it was viewed as a shortfall in customer service. The Ombudsman also agreed that as C had cancelled the order then as such SP was not liable to compensate C. However, as only one of the orders was cancelled, it was considered compensation under SP's terms and conditions was due for the remaining order. SP was required to send C relevant information about its compensation payments, make a goodwill payment in consideration of the customer service shortfall and send a letter of apology.

## **8.4**

C had telephone service with SP but was disconnected without requesting it. The C stated that C had accrued mobile phone charges during the period.

The Ombudsman required that the SP make a goodwill payment and apology to C, and to refund mobile phone charges on production of valid invoices.

## **8.5**

C took out a Business package with SP. The SP agreed to send a single bill with all services and apply discounts but did not do so. The C wrote to SP on several occasions but received no reply

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused. It also required that the SP send C a single bill as

agreed along with a statement showing charges levied, payments made and discounts applied

## **8.6**

C had supply of Broadband and had difficulty in setting the Broadband up. C employed an engineer to set up the Broadband and requested that the SP pay for the charges. The C wrote letters of complaint to SP which was not responded to.

The Ombudsman required that the SP make a goodwill payment and written apology to C for failing to reply to C's letters. It saw no reason why C should not be liable for engineering charges.

## **8.7**

C complained that the supplier failed to set up an account; provided conflicting information; and sent bills to C for an account that was not in their name. The supplier did not fully investigate the complaint, but confirmed the account was closed and that the disputed amount was refunded to C. It also offered an apology and a goodwill payment.

The Ombudsman considered there had been poor customer service for C for many months, but that the offers made by the supplier were adequate. It was required to ensure they were completed and that C's credit reference had not been adversely affected.

## **11.0 Disconnection**

### **11.1**

C moved house. C had an active line and SP was informed by the previous occupant of the changeover. C's services were then disconnected. C telephoned and wrote to complain and eventually services were restored. C received a connection charge which was disputed. C paid the undisputed part of the bill and wrote to complain. C did not receive a reply but the cheque was cashed. C received a Termination Notice and telephoned and wrote to complain without success. C's services were restricted and C wrote again but received no reply. C complained to Otelo. SP did not provide a case file and its views could not be taken into consideration.

The Ombudsman accepted C's version of events and required SP to provide a goodwill credit in recognition of the shortfall in customer service and to arrange to reconnect the line without charge.

## **11.2**

The complainant ordered a package of services from another service provider but required a working line from the service provider for the services. There was an outstanding debt on the services and the other service provider placed a restriction on outgoing calls on the complainant's line. The complainant asked the service provider (the line provider) to remove the restriction and when it failed to do so, the complainant complained to the Ombudsman.

The Ombudsman commented that the other service provider which provided the services was, in accordance with its Terms and Conditions, permitted to place a restriction on the call service and the service provider (line provider) was unable to remove it. The Ombudsman recommended to the complainant that the complaint should take the matter up with the other service provider and decided that the service provider (line provider) need not take any further action.

## **11.3**

C had a loss of telephony and broadband service. C added that SP had not sent invoices to the correct address and when contacted a poor reply was received. SP replied to the issue of the incorrect billing address but made no other comments. It was found that C had experienced a poor level of service and had also had a loss of broadband and telephony service.

The Ombudsman required SP to refund all charges taken for the broadband service to date, by cheque and cancel the service without penalty, confirm that the broadband account is now closed with a nil balance, make a goodwill gesture payment which includes a refund of the mobile call costs, time spent, telephony service loss and the poor level of service received, send a clear breakdown of the refunds to be applied and send a letter of apology for the service shortfalls highlighted in the report.

## **12.0 Disputed Charges**

### **12.1**

C had telephone service with SP but a number of unauthorised calls were made via C's telephone system. C wanted the calls to be removed from the bill.

The Ombudsman considered that the SP should not be held responsible for the security of C's telephone system. It required no further action from SP.

### **12.2**

C had telephone and broadband service with SP but migrated to another supplier. The SP continued to charge the C for services, after the supply had migrated. C contacted SP on a number of occasions to dispute this but C's complaint was not responded to.

The Ombudsman required that the SP refund charges for the services from the day that they migrated and make a goodwill payment and written apology to C for its failure to respond to C's complaint.

### **12.3**

C had telephone service with SP and C's Direct Debit was increased without notification. C wrote several letters of complaint about this but some were not responded to.

The Ombudsman required that the SP make a goodwill payment and apology to C.

### **12.4**

C had a mobile phone from SP. The C went abroad and the mobile was stolen. The C did not report the theft for several days, by which time, many unauthorised calls were made and C received a very high bill.

The Ombudsman considered that the C was responsible for the security of the handset and required no further action from SP.

### **12.5**

C had a credit limit on the mobile phone account. This meant that if the limit was exceeded then a bar would be placed on the line preventing any further outgoing calls being made. C used the phone overseas and later received a high bill for this usage. C complained stating that SP should have activated the bar when the credit limit was exceeded. SP advised that the Terms and Conditions stated that the credit limit could not be guaranteed or used as a bar. C disputed this, withholding payment of the disputed charges. The account was later passed to a Debt Collection Agency. C sent several letters to SP but failed to receive a reply

The Ombudsman concluded that C remained liable for the charges as per the Terms and Conditions of the contract. SP could not have placed the bar immediately due to the length of time it takes to receive call data from an overseas network, by which time the credit limit has already been exceeded. The Ombudsman required SP to issue an apology for the shortfall in customer service, to credit the account for the failure to respond to C's letters of complaint and to offer a payment plan to allow C to pay the remaining balance.

### **12.6**

C ordered a line with SP but then cancelled it as it was no longer required. C then had a payment taken from bank by SP. C contacted SP by call and letter to request a refund for a service not provided but C received no response. Upon receipt of a case file request, SP advised it had resolved C's complaint, provided a refund and awarded

goodwill. C then complained that the refund was not received. SP failed to provide a case file and so its views could not be taken into account.

The Ombudsman was concerned that SP had taken a payment for a service not provided. The Ombudsman could only surmise that this occurred due to a system error. The Ombudsman was also concerned that SP failed to respond to C's letters and failed to resolve the situation on several occasions. The Ombudsman said that the evidence provided showed that C had received poor customer service from SP. The Ombudsman required SP to refund the payment to C, increase the goodwill already awarded, send a letter of apology and provide an explanation.

### **12.7**

C had repair work carried out. C disputed the charge for the repair work. After the Ombudsman's office made a case file request, SP offered to significantly reduce the charge. C accepted SP's offer.

The Ombudsman was pleased that a satisfactory resolution had been agreed.

### **12.8**

C disputed the mobile phone contract they had subscribed to. The SP listened to the call recording and confirmed C had been mis-sold the contract. The SP credited all mobile phone charges C had incurred. C reported a fault to the SP and incurred an engineer's fee, which they disputed. There was a long delay before the SP confirmed the fee could be waived as it was raised incorrectly. C stated they had experienced problems with broadband and had to employ an independent engineer to resolve them, for which they incurred a fee. C experienced a poor level of customer service.

The Ombudsman was satisfied that the SP had resolved the mobile phone and fault engineer fee issues. However, the Ombudsman considered that C should remain responsible for the computer engineer fee as the SP had resolved C's issue following the initial call and it was C's decision to employ an independent engineer. Nevertheless, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The SP was required to make a nominal goodwill payment and write a letter of apology.

### **12.9**

C received a credit into the account for a substantial amount. C queried the amount and was advised that it was correct. On this basis, C spent the money. SP stated that the credit was incorrect and suspended C's service for no payment. It was found that C must re-pay the incorrect amount.

The Ombudsman required SP to make a credit of against the outstanding balance and send a letter of apology for the service shortfall highlighted in the report. A recommendation was also made for SP to offer a re-payment schedule for the outstanding amount.

### **12.10**

C disputed premium rate calls raised on the account. SP maintained the call charges as correctly raised. It was found that the call charges raised by SP were correctly charged and that as the account holder C was responsible to meet them. SP had set up an on-line account without C's authorisation and this was considered to be a service shortfall.

The Ombudsman required SP to make a goodwill gesture credit against the remaining balance and send a letter of apology for the unauthorised set up of the on-line account and inconvenience caused.

### **12.11**

C agreed to a business plan for calls and line rental. After 12 months SP started to charge for an access line which C believed was included in the original business plan charges. SP maintained this was a separate service and required payment. C wrote to complain and withheld payment for the disputed portion of the bill. SP failed to respond to C's complaint and C complained to Otelco.

The Ombudsman considered that C was responsible for the additional payment as this was a totally separate service to the business plan. However, SP had failed to respond to the complaint and had charged late payment fees. The Ombudsman required SP to provide a goodwill credit for the late payment charges added to the account.

### **12.12**

C agreed to upgrade with SP and agreed to a data bundle. C complained that SP failed to place data bundle on the account and so C was charged for data used. C complained to SP and sent letters but received no response. SP said that the data bundle was not compatible with C's handset. SP said it had offered C an alternative package and refunded all data charges but C had not responded.

The Ombudsman said that SP's offer was a reasonable resolution in these circumstances. However, SP then advised the other data bundle was no longer available. In recognition of the poor service received the Ombudsman required SP to remove the outstanding balance, cancel the account without penalty and send C a letter of apology.

### **12.13**

C complained that SP misinformed C about inclusive minutes being used abroad. C also complained that SP misinformed C about the credit limit. SP offered a goodwill payment but C remained dissatisfied. SP said that it had no record of C being informed about using the service abroad. SP said that it had also explained that the credit limit was for internal purposes and should not be used as a budgeting tool.

The Ombudsman said that it could only be surmised that a misunderstanding occurred between C and SP when C queried how to use the service aboard. The Ombudsman also confirmed that the credit limit was an internal tool not to be used for budgeting purposes. The Ombudsman concluded that the proposed goodwill from SP was acceptable in recognition of any misinformation C received.

#### **12.14**

C complained that the supplier charged them incorrectly for calls made abroad; that the handset had been mis-sold; and that it failed to operate correctly. C complained and the supplier offered various pieces of advice, including how to get better reception. It did not however, offer to offset call charges, as it stated they were applied correctly.

The Ombudsman decided that there had been incorrect advice given about the charges, which the supplier later admitted to and that the explanatory letter did not explain them clearly. On the balance of probabilities C did consult the supplier and used the service in good faith. There was no other action required as the supplier had acted appropriately over the other issues C raised.

#### **12.15**

C complained that SP charged them for services that should have been free. C also complained of poor customer service and that it had billed them for a broadband service that did not work. SP stated C had made no effort to pay it after moving house and stopped a Direct Debit arrangement. It stated that the broadband failed to work because of a bar it had imposed due to non-payment. However, it offered to waive this cost and halve the disputed call charges C had complained about.

The Ombudsman considered SP had treated C reasonably, that the barring was justified and that there was no evidence of poor customer service. C was to remain responsible for the charges SP had applied. However, SP was required to consider offering C a payment plan if requested, to ease the payment of the debt and re-apply the original offer to cancel half the disputed charges, as this was considered fair.

#### **12.16**

C requested service from the Supplier but has never been able to use the service. C received a bill for the service they were unable to use. The Supplier stated that C's service was active and a fault must have occurred. The Supplier offered to clear the account balance. C experienced a poor level of customer service. The Supplier made a goodwill payment.

It was recommended that C contacted the Supplier's Fault Department to resolve the outstanding service issue. The Ombudsman required the Supplier to clear the account balance. The Ombudsman was of the opinion that a shortfall in customer service had

occurred. The Supplier was required to fulfill its goodwill offer and write a letter of apology.

### **12.17**

C agreed to an upgraded contract which would allow calls to be made to and from a foreign country. When billed it was found that only calls made from the UK were included in the contract. C requested a copy of the call recording when the upgrade was agreed. This was not available. It was found that, on the balance of probabilities, the contract had been mis-sold as there would have been no benefit in C taking the contract, on the basis set out in the investigation.

SP was required to provide a letter of apology for the poor customer service experienced, clear all call charges for calls to and from abroad during the dispute period, that would have fallen within the contract; indicate whether it was prepared to maintain the contract on this basis and if not, allow a fee free cancellation of the contract. SP was also required to refund the cost of the contract for the disputed period to the date when the remedy was provided and to provide a goodwill gesture, in the form of a cheque.

### **12.18**

C telephoned SP to cancel two mobile phone contracts at the end of the contract period. SP offered a retention package for one handset which C agreed to. C then discovered from SP that the inclusive minutes were off peak only. C had not agreed to this and C decided not to go ahead. SP had also quoted the wrong price and failed to provide the cash back vouchers. SP offered credit for the overcharge but held C to the contract and required an early termination fee to cancel. C complained that the contract had been misrepresented. SP maintained its position and would not release C from the contract.

SP provided a copy of the call recording. The Ombudsman was not satisfied that this made clear that the minutes were off peak. The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP. SP did not reply to letters and did not provide agreed call backs.

The Ombudsman considered that the Distance Selling Regulations applied to the contract and required SP to: accept cancellation of the contract without penalty; refund any over payments on the account from the start date; and to provide a goodwill payment in recognition of the shortfall in customer service. SP was also required to send a written apology and ensure that the account was closed, the balance cleared and no adverse credit history in relation to this matter.

### **12.19**

C complained that a phone contract with SP should not have been put in C's name and C disputed they were liable for the charges. C also reported the handset stolen and SP agreed to credit call charges from the date of C's call but failed to do so. C wrote to

complain but did not receive a reply. C complained to Otelo. SP did not provide a case file.

The Ombudsman considered that C had knowingly entered into a minimum term contract and was liable for charges on the account including an early termination fee. The Ombudsman required SP to credit the call charges incurred after the date of the reported theft.

### **12.20**

C cancelled their account with the SP and requested the Direct Debit be cancelled after the final bill was paid. The SP cancelled the Direct Debit before the final bill was paid and the account was referred to a collections agency. The SP agreed to waive the debt but it failed to recall the account from the collections agency. The SP recalled the account from the collections agency. The SP offered C compensation but then failed to pay compensation. C experienced a poor level of customer service.

The Ombudsman was without doubt that a shortfall in customer service had occurred. The SP was required to make an additional goodwill payment and write a letter of apology. The SP was also required to ensure this matter had not had an adverse effect on C's credit file.

### **12.21**

C received a large bill and paid it. C then realised the bill did not relate to their account. C complained to the SP. SP said that fraud had not occurred and C was responsible. C made further complaints. The SP carried out a further investigation. The SP explained the debt collection agency had traced the account to the wrong person; the account belonged to someone with a similar name to C. C experienced a poor level of customer service.

The Ombudsman was concerned that C had been pursued for a payment that was not theirs. The Ombudsman required the SP to refund the payment C had made. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman required the SP to make a goodwill payment and write a letter of apology.

### **12.22**

C requested an installation for telephone service, SP failed to turn up, C attempted to contact SP without success. C was advised of outstanding debt at an address C has never lived at.

The Ombudsman considered that the goodwill gesture and letter of apology offered by SP was satisfactory in bringing this matter to a close, plus requested a Bouquet of flowers to be provided by SP.

## **12.23**

C received a bill containing an unexpected charge. C contacted SP and was advised it was a charge for a particular service that C was using. C complained that at the time that C had taken out this service, it had been free of charge. SP explained that the conditions of the service have changed and that a customer was now required to make a certain number of calls to continue having the service free of charge. C had not met this minimum number and therefore had been charged. SP advised that a letter had been sent explaining this however C did not receive this. C sent letters to SP but did not receive a response.

The Ombudsman concluded that there had been a shortfall in customer service and required SP to issue an apology, refund the charges on the past bills and to offer a further goodwill payment for the failure to respond to C's letters. It was agreed however that as C was now aware of the charge, that C would remain liable for all future charges.

## **13.0 Equipment**

### **13.1**

C ordered a broadband service but did not receive the modem in time for the go live date. SP pointed out that the Terms and Conditions of the contract indicated that the modem was not guaranteed to arrive in time. In any event SP claimed to have a recording of C refusing the offer of a modem. C wrote to SP to complain but was found to have written to an address other than the address specified in the Code of Practice. SP was found to have delivered poor customer service in that it clearly did not pass this mail to the correct department.

SP was required to provide a letter of apology in respect of the poor customer service provided;

Provide a copy of the recording in which C's refuses the offer of a modem, confirm the address that letters should be sent to and provide a goodwill gesture to reflect the poor customer service experienced in this case

## **14.0 Faults (Equipment)**

### **14.1**

C is a business customer and cannot send faxes and would like to know why. C is also receiving bills for numbers they do not have and with an incorrect address on it. C complains of unanswered letters and emails. SP advises it has refunded C's IT charges

but does not comment on the queries C has raised or the level of customer service C received.

The Ombudsman found that C had not been provided with a clear explanation into why their fax would not work nor had they been contacted over their billing issues. SP was required to contact C in order to resolve their queries, apologise for the shortfalls in service and award a gesture of goodwill in recognition of them.

## **14.2**

C experienced intermitted faults with their telephone service. C cancelled their account but could not understand their bills. C experienced a poor level of customer service. The Sp made a goodwill offer but then failed to implement it.

The Ombudsman was concerned with the SP's failures. The Ombudsman required the SP to fulfill its previous goodwill offer and make an additional goodwill offer for the shortfall in customer service that had occurred. The investigation provided C with an explanation of their bills. The SP was also required to write a letter of apology.

## **15.0 Faults (Line)**

### **15.1**

C had fault and referred it to SP. C believed that SP had failed to respond adequately and had not responded in writing to C's request. SP responded promptly to the initial shortfall in customer service. SP had spoken to C and had felt a satisfactory outcome had been achieved. SP calculated the compensation due correctly.

The Ombudsman considered SP's customer service had fallen below an acceptable level and it had acted promptly to resolve it. The Ombudsman required no further action.

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### **15.2**

C had telephone service with SP and informed SP that C would be moving home. The SP failed to migrate the line, and re-connected the line at C's old property in error. C was left without a telephone line for a long period.

The Ombudsman required that the SP make a goodwill payment and apology to C for the inconvenience experienced by C.

### **15.3**

C signed up for telephone service with SP. C reported a fault on the line which was not repaired for seven days. C transferred to another provider. SP sought to recover the early termination fee as C had subscribed to reduce rate rental on a 12 month contract. SP maintained the charges and C complained to Otelo.

The Ombudsman accepted that C had entered into a 12 month contract and that SP had repaired the fault as soon as possible but was reliant on a third party to complete the repairs. SP was therefore entitled to recover its losses. However, the Ombudsman considered that the termination fee was a penalty clause and did not accurately reflect the loss incurred by SP. The Ombudsman therefore required SP to reduce the termination fee and to offer a goodwill credit to reflect this shortfall in customer service.

#### **15.4**

C agreed transfer of telephone service to SP on the condition that C would keep C's existing telephone number. The transfer took place but the SP changed the C's telephone number. C made complaints which were not responded to.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the loss of C's telephone number and failure to respond to C's complaint.

#### **15.5**

C got a new line from SP. C could not make outgoing or receive incoming calls for several months and a number of engineers visited without fixing the problem. C continued to complain throughout but received little response to the complaint and made little progress. The fault was eventually fixed but C felt that compensation was due. No compensation was agreed and C came to the Ombudsman. C was due certain payments under SP's internal compensation scheme.

The Ombudsman was of the opinion that C has experienced a shortfall in customer service and required SP's to provide C with what she was due under its compensation scheme, an apology, a credit for failed engineer's appointments and an additional goodwill payment.

#### **15.6**

C experienced several problems with the telephone and internet services supplied by SP to C's business. C wanted SP to reimburse C for some additional charges C had incurred, refund C for the charges levied for services provided during the period when they were not available and to compensate C for the inconvenience experienced. SP agreed and made C an offer. C did not feel it was a reasonable offer.

The Ombudsman was of the opinion that the offer SP had made to C to recognise the inconvenience caused was reasonable and required SP to pay the amount to C. However, there were concerns that SP had not reimbursed C for the additional charges

C had incurred because of the problems and fully refunded all appropriate charges so SP was required to confirm that this had been done.

### **15.7**

C's business lost its telephone service for several days. C complained about the length of time it took SP to resolve the problems, and asked SP to compensate C for the business losses suffered because of the loss of the service. SP stated that it was not liable to pay such losses, but agreed to allow C to transfer to another service provider without penalty.

The Ombudsman agreed that it had taken SP a long time to restore services, but in mitigation it was also identified that the problems were complex and wide ranging. It was accepted that SP was liable to pay business losses to C because of the loss of service. SP's offer to allow C to transfer to another provider without penalty was welcomed, but SP was required to make a payment to C to recognise some shortfalls in customer service.

### **15.8**

C had a fault on line and SP gave assurances that it would be cleared on specific date. SP did not achieve this. C was given various reasons for the fault and delay. SP agreed a goodwill gesture and applied it to the wrong account. C complained that the Direct Debits taken by SP varied from the amounts shown on the bill.

The Ombudsman requires SP to comply with verbal offer made to C stating its' intention to provide a written copy of the Customer Service Guarantee Scheme; a written explanation of why C's direct debit varied and why the October debit was late; an assurance that there will be no further discrepancies between the direct debit collected and C's bills and gesture of goodwill.

## **19.0 Installation**

### **19.1**

After becoming new tenants, C requested that SP activate the telephone service and a fee was requested. C sent SP the required payment, but the service was never provided. SP stated that there was no record of C's payment being received or C's letters of complaint. However, C provided copies of the letters and proof of payment.

The Ombudsman concluded that SP should action C's original request for the landline service, apply a goodwill credit and send a letter of apology for any shortfall in customer care and for any inconvenience caused. However, if SP was unable to provide the service, SP should send C a goodwill payment by cheque, together with a letter of apology.

## **19.2**

C asked SP to provide broadband and telephone services. C paid a connection fee but the engineer failed to attend and C was not connected. C started to receive bills from SP which C disputed. C wrote to complain and asked for a refund but received no reply to letters. C complained to Otelo.

SP failed to provide a case file but provided a copy letter sent to C offering a goodwill credit for charges on the account. The Ombudsman required SP to provide a refund for the payment made, and an additional goodwill gesture in recognition of the shortfall in customer service.

## **19.3**

C advises they contacted SP to see how much it would cost to take out its service. C says they never requested the service but then started to receive bills. C would like the service to be cancelled and not to be responsible for the outstanding bills. SP advises the service has been ceased and the outstanding balance has been waived as a gesture of goodwill. SP acknowledges there has been a delay in actioning this and proposes to apologise to C and award a further gesture of goodwill in recognition of this delay.

The Ombudsman found that SP had ceased C's service and credited all charges back to the account but SP was required to confirm this in writing to C. There had been a delay of four months in actioning this credit and this was considered a shortfall in the service C had received. SP was required to apologise and award its proposed gesture of goodwill in recognition of this.

## **19.4**

C signed up for a telephony service but it was not installed. SP accepted that there had been an error in the installation and offered to clear the install charges. It was found that C had been inconvenienced with regards to the delays in installation and also not received a level of service normally expected.

The Ombudsman required SP to maintain its offer to clear all installation charges to date, ensure that C's installation takes place in a timely manner and C is kept up to date at every stage, make a goodwill gesture payment, by cheque, which includes expenses incurred and send a letter of apology for the service shortfalls highlighted in the provisional report.

## **19.5**

C complained that SP breached an agreement made, as it failed to provide the hardware necessary for a full service before there had been an appreciable delay. When it did so

there were no instructions. SP accepted there had been poor customer service and offered to cancel the contract, without holding C to term and refund charges already paid.

The Ombudsman concurred with SP, but required SP to arrange carriage-free postage as a further goodwill gesture in recognition of the inconvenience and revert C to the original contract.

## **19.6**

C asked for a new line and was given an installation date which was then changed without notice. C complained but received no reply to his letter. C ordered broadband but did not receive the fax modem installation CD as requested and the hub was faulty. C asked for the replacement hub to be sent to C's work address but SP sent it to the home address. C wrote to complain about the level of service received but did not receive a reply. C complained to Otelo.

SP had applied credit for the broadband rental and the cost of calls to Technical Support to resolve the broadband complaint. The Ombudsman considered that this part of the complaint had been resolved.

The Ombudsman considered that SP had provided poor customer service in regard to the other complaints. SP had not replied to C's letters and provided no explanation for the delay in installation. The Ombudsman therefore required SP to provide a goodwill credit in recognition of these shortfalls and to send a written apology.

## **21.0 International Roaming**

### **21.1**

C's wife went aboard and did not request International Roaming. Soon after C was charged for calls made whilst abroad. SP stated that the handset had the functionality to roam whilst abroad and the charges raised were correct. SP as a goodwill gesture offered to clear 50% of the call charges. It was found that although C had not made the calls directly as the account holder, C was accountable for any usage made and charges raised. It was possible that the SIM was used without C's wife's knowledge or authorisation.

The Ombudsman required SP to maintain its offer to clear 50% of the disputed charges and send a letter of apology for the service shortfall highlighted in the report.

## **22.0 Internet Connection**

## **22.1**

C subscribed to the Supplier's PAYG internet service and was assured they would receive a disk. C had to chase the disk several times and was assured one would be sent. C experienced a poor level of customer service. The Supplier stated that it no longer issued disks for PAYG services. The Supplier made a goodwill offer.

The Ombudsman accepted the Supplier's explanation but was concerned it had not advised C on this. It was without doubt that a shortfall in customer service had occurred. The Supplier was required to increase its goodwill payment and write a letter of apology.

## **24.0 Mis-selling**

### **24.1**

C was contacted by SP and says they signed up to a three month contract for telephone services. However, SP sent C a contract for 12 months. C objected and also said that the bills were larger than with the previous provider. C says that they were told they would be lower. SP did not agree and said that C willingly entered into a 12 month contract.

The Ombudsman found that there was insufficient evidence to tie C into a 12 month contract. However, C was to be liable for any outstanding line rental and call charges. Any record on C's credit file was also to be removed.

### **24.2**

The complainant complained that a service provider had mis-sold a contract as it stated that calls to a mobile number abroad would be part of the inclusive minutes. The service provider advised the Ombudsman that a copy of the sales recording was not available. On this basis it agreed to refund calls to the disputed mobile for numbers abroad but it refused to terminate the contract.

The Ombudsman was of the opinion that the service provider should have provided a copy of the sales recording as this was when the complainant had first disputed the matter with the service provider. This was a period when it was considered reasonable for the service provider to have provided a copy of the sales recording. Since the service provider did not provide a copy of the sales recording it was considered that the service provider short terminates the contract as a goodwill gesture and refund the cost of the disputed calls.

### **24.3**

C had an account with SP with three mobile phones and decided to cancel one and upgrade one of the others; the third handset was to be retained as normal. However, despite agreeing to this, C then received a bill and the number had not been cancelled, but contracted for a further minimum term. C complained to SP about this but received no response; therefore C cancelled the payment method and formally complained in writing, but again SP did not reply and levied a termination fee.

SP provided no evidence for investigation and, therefore, consideration could only be given to C's evidence. On this basis, the investigation was satisfied that SP had taken incorrect actions regarding C's request and that C had received a total shortfall in customer service throughout. Therefore, it was proposed for SP to remove the requested number from the account, remove any outstanding charges, allow C to continue the contract with the remaining numbers, provide C with an apology and also ensure that C's credit file had not been affected as a result.

#### **24.4**

C took out a new telephone package with SP. The SP was unable to supply some of the calling features that C had enjoyed with C's previous provider.

The SP stated it was now in a position to supply the services.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the delay in supplying the services. It required the SP to provide a point of contact for C until the services had been activated. In the event that SP was unable to supply the services, the Ombudsman required it to offer to cancel the service, without penalty.

#### **24.5**

C rejoined SP as a customer and advised SP there was already a line in the house. SP advised C that an engineer visit would be required anyway but that C would only be charged if any work was undertaken. C maintained that the engineer declared the main socket as fine but advised the sub-socket needed work, but that the engineer left some cable with C to action. C was then charged for the engineer visit and complained. C also complained to SP about not having been allocated the same number, not being ex-directory and also about some faults which SP had not resolved, yet C received no response.

SP provided no case-file for investigation and therefore only C's information and evidence could be considered. From this, the investigation was satisfied that the engineer charge levied was not fair and it was also apparent that C had a continuous fault which was not fixed. It was clear that despite C's complaints to SP, it had provided no formal response. Therefore, it was proposed for SP to refund the engineer charge, take actions to resolve C's fault and make C ex-directory, and provide C with a direct goodwill payment and also an apology.

## **27.0 Number Porting**

### **27.1**

C transferred telephony services to SP and did not get the correct number transferred. SP accepted the error and offered a goodwill gesture and to restore the correct number. It was found that C was not shown a level of service normally expected and experiencing delays.

The Ombudsman required SP to make a goodwill gesture payment, by cheque, send clarification of the account balance and send a letter of apology for the service shortfalls highlighted in the provisional report.

## **28.0 Payments**

### **28.1**

C complained that for several weeks, SP had blocked the transfer of C's call service to another service provider. SP did not dispute this. The transfer was eventually completed. C refused to pay for the calls made while an SP customer. SP therefore suspended C's services. C also complained that SP had charged C an amount C did not understand.

As SP did not dispute blocking the transfer of C's telephone service, the Ombudsman required SP to make a payment to C as a goodwill gesture to recognise this. The charge C did not understand related to repair work SP had undertaken because a contractor working for C had damaged a telephone line while carrying out work at C's property. The Ombudsman decided that SP was entitled to expect C to pay this charge, and advised C to take this up with the contractor.

## **33.0 Security**

### **33.1**

C complained they had an on-going problem with an account, due to a security threat. The supplier stated the problem affected all its users, but should not have affected the security of personal details. C also complained of poor customer service.

The Ombudsman could find no grounds for C's complaint, but accepted there had been a shortfall in customer service. The supplier was required to make an apology for the perceived shortfall.

## **34.0 Service Transfer**

### **34.1**

C asked for C's number to be ported from previous SP to SP at a new development C was moving into. To facilitate this C asked SP to take over the line at his old address from his previous SP. SP agreed to this but there was problems setting up all lines at the new development and C did not have service for some time. When C did have service, SP failed to transfer the number because it had the wrong address recorded on its systems. By the time the problem was identified C's old number was no longer available to allocate. In the interim, C had been allocated a new number. C was coming round to accepting this number when SP allocated C a further number without request. To draw a line under the issue, C asked SP to give C back the first number it had allocated. It agreed to but did not. It then allocated a further number. C has continued to ask for the number back, and SP has agreed but the number was still not allocated. SP made some goodwill offers throughout the complaint but its final offer is unclear. Regardless, C remained dissatisfied.

The Ombudsman was of the opinion that there had been a number of customer service shortfalls in this case and required SP to:

- maintain its offers of credit;
  - apply an additional credit;
  - send a letter of apology; and
  - make every effort to allocate the requested number if it had not already done so.
- If it was unable to allocate the number, it was to apply an additional credit.

### **34.2**

The complainant's service was migrated to another service provider without the complainant's consent. The service provider advised that when it took over the complainant's previous service provider it had sent all of the customer's letters informing them of the change. The service provider cleared the balance on the account as a goodwill gesture, but the complainant was not happy.

The Ombudsman considered the service provider's actions to clear the balance was fair and reasonable as the complaint had not incurred any charges. The Ombudsman required the service provider to provide the complainant with an apology for any shortfall in customer service levels.

### **34.3**

C made an enquiry to SP about its services but decided not pursue this due to the costs involved. However, C then started to receive bills and demands for payment from SP. C complained to SP but received no response.

For investigation, SP acknowledged its errors in sending C bills for services that C had never requested nor used. Although it was evident that SP had since cleared the outstanding balance, it was proposed for SP to confirm this in writing to C along with confirmation that this matter had not affected C's credit. In addition, it was also clear that C had experienced a shortfall in customer service from SP both in this regard and also in its lack of response to C's complaint. Therefore, it was also proposed for SP to provide C with a goodwill payment and apology.

#### **34.4**

C wanted to transfer line and calls to another service provider. C was unable to transfer because of markers on the line for over five months. SP confirmed that the markers had been removed but this was not the case.

The Ombudsman considered that there had been shortfalls in the customer service provided by SP and required it to ensure that all markers had been removed as a matter of priority and, in recognition of the shortfall in customer service, to compensate C for additional expenses incurred as a result of being unable to transfer.

#### **34.5**

C contacted the Supplier to see how they could change their account from a business account to residential account. The Supplier did not advise C on their options but transferred the account. C incurred an early termination fee. The Supplier explained a misunderstanding had occurred and refunded the termination fee. C experienced a poor level of customer service.

The Ombudsman was concerned with the actions taken by the Supplier. The Ombudsman considered a shortfall in customer service had occurred. The Ombudsman required the Supplier to contact C to discuss their options, make a goodwill payment and write a letter of apology.

#### **34.6**

C agreed to re-grade the service but claims that there was no advice that a new 12 month minimum term contract was being entered into. The Terms and Conditions of the original agreement advise that any re-grades start a new 12 month minimum term contract and SP sent C a letter following the call advising that C was entering a new contract.

C attempted to cancel but supplier advised that C would incur early termination fees. C continued to complain and no agreement was reached.

The Ombudsman was of the opinion that C had entered into a new 12 month minimum term contract and was liable for the early termination fees. There had been some

shortfalls in customer service and the Ombudsman required supplier to apologise and apply a small credit to the outstanding balance.

### **34.7**

C asked SP to transfer line rental from one property to another. C was initially advised of a charge and then advised that there would be no charge as there was already a line connected at the new property. After the transfer, C was sent a bill for cancelling the contract at the old property.

After a case file request was made to SP, it looked at the complaint and made a goodwill payment to C, which was accepted as full and final resolution of the complaint.

### **34.8**

C became aware that the SP had been switched C's telephone service without consent. C contacted the new SP who arranged a credit for line rental and advised to switch back to C's original provider. However, C was unaware that C was still liable for call charges and a bill was ran up, which C later disputed when a Debt Recovery Agency became involved. SP maintain C is liable for the outstanding charges but agreed to not enforce the entire bill.

The Ombudsman considered that SP had been reasonable to not enforce the entire outstanding bill, but highlighted failings in customer service and requested SP offer C a goodwill gesture which would be offset against some of the remaining bill. SP were also required to remove any adverse credit mark from C's credit report.

### **34.9**

C signed up to a telephony agreement but could not connect an alternative TV service. C cancelled after one week of agreement and requested penalty free cancellation. SP referred C to its minimum term and added that C had also made use of the service. It was found that C was bound to the agreement and penalty charges but was not shown a level of service normally expected.

The Ombudsman required SP to make a goodwill gesture credit, against the outstanding balance, send C a final balance and send a letter of apology for the service shortfalls set out in the provisional report.

### **34.10**

C complained that the supplier failed to provide the service that was agreed. C complained but the supplier at first confirmed that the service was going to be connected, before it confirmed it would not be possible. C complained again, but the supplier failed to respond immediately. C then complained to the Ombudsman. The

supplier acknowledged there had been poor customer service for C and offered to close the account and refund C's costs.

The Ombudsman decided that there had been prolonged poor customer service; that the offer from the supplier was appropriate, but that an apology and additional goodwill gestures were needed. The supplier was required to confirm in writing that the broadband account was closed with a nil balance. It was also required to ensure that debt collection had been stopped and confirm in writing that C's credit rating had not been adversely affected.

## **36.0 Tariffs**

### **36.1**

C had a mobile contract with SP. C was entitled to half price line rental as part of the package but SP did not provide it. C had problems with handset and SP arranged to pick up handset. The C waited in for the handset to be picked up but the appointment was not met.

SP has since credited the entitled line rental discount.

The Ombudsman required that SP send a replacement handset for C. She also required that SP provide C with a goodwill credit and a written apology for the billing error and missed appointments.

## **38.0 Terms and Conditions of Contract**

### **38.1**

C agreed to a contract for a mobile telephone with SP. C disputed length of contract that was agreed.

Since the complaint was brought to the attention of the Ombudsman service, SP has agreed a resolution with SP.