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1.0 Auto Diallers

1.1

C contacted SP to dispute several Premium Rate Service (PRS) number telephone call charges, but these were maintained as no faults were found. C continued to dispute the charges, but deadlock was reached and SP requested payment of the full amount. However, C was referred to the company who used the PRS number to request verification of the calls and if appropriate a refund.

The Ombudsman concluded that SP had dealt adequately with C's billing query and complaint and was satisfied that C had been good advice. Therefore, SP was not required to take any further action and it was suggested to C that the balance owing to SP was cleared in full.

1.2

C contacted SP to report that the telephone service was not working and was advised that it had been suspended due to the credit limit being breached. C complained to SP that specific calls to a certain number had not been made by anyone with access to the landline, but no faults were found with the billing or the line. SP did apply a goodwill credit to C's account, but C was not happy to pay any of the charges.

The Ombudsman concluded that the goodwill credit provided by SP was generous, as SP was correct to maintain the disputed charges. Even though it was considered that there was some poor customer service, no further award was required. Therefore, C was advised to contact SP to clear the outstanding balance on the account.

1.3

C had his telephone line disconnected in error. SP confirmed somebody had requested the disconnection. C notified SP that this was not the case and he would like to continue with the line. Despite this SP disconnected the line.

Ombudsman found there to be shortfall in customer service. C had notified SP of its concerns which were not readily investigated by SP. A goodwill payment was made.

2.0 Billing

2.1

C tried to connect to broadband but was unable to do this so C cancelled the service with SP and contacted another SP to take over service. C received information from new company but received bills from SP. C requested the line be cancelled without

penalty but SP states there was not enough time taken to troubleshoot the issues therefore account was cancelled and any faults closed. It was required to correct the billing and issue a letter of apology with a goodwill gesture

2.2

C contacted SP about disputed internet dial up charges, but the charges were maintained. C decided to cancel the services provided by SP, but queried the final bill as some fees and charges had been added.

The Ombudsman concluded that C had been charged correctly for the dial up internet charges, but it was not clear whether all the fees and charges did apply. Therefore, SP was required to review C's account, refund any incorrect fees and send C a written explanation of the charges and what credits had already been applied to the account.

2.3

SP issued a bill to C. C's sibling called SP to explain that C had passed away. SP advised that C's account would be frozen until C's estate had been finalised. SP failed to adhere to this and issued two further incorrect bills. C's sibling contacted SP but did not receive a response. C's sibling would like a correct final bill, the account to be kept frozen until funds are available, compensation and a letter of apology.

The Ombudsman decided that SP had shown a totally unacceptable level of customer service. It was decided that the SP had shown a lack of sensitivity in a difficult situation. The Ombudsman instructed the SP to issue a correct final bill, confirm that C's account would remain frozen until C's estate had been sorted, award a goodwill gesture and send a letter of apology.

2.4

C joined SP for telephony services and signed a contract in one of its stores. C later applied online to join SP's broadband service. C then decided to leave the broadband service and requested a MAC. C chased for the MAC for three months and eventually was supplied with one and moved to a different SP. However, SP continued to bill C after C had left.

The ombudsman decided that there was some confusion on the part of C. There was evidence to show that C had contracted for both telephony and broadband services with SP. However, there was a shortfall in customer service concerning the length of time SP took to provide a MAC and the fact that SP continued to bill C after C had left. SP was requested to send a letter of apology and a small cheque to C as a gesture of goodwill.

2.5

C introduced a relative to SP and was offered a cash incentive for doing so. This was never received. C continued to complain that the bill should have been reduced

however the credit was not made. SP starting sending letters demanding full payment of the account despite the fact that the credit had not been applied. C later left SP and transferred to another provider

Following contact with both SP and C it was agreed through mediation that the credit would be applied, the remaining balance cleared, a further goodwill payment would be made and a letter of apology would be sent confirming that the account was closed with a zero balance.

2.6

C entered into a new agreement with SP. SP created two accounts in C's name. Only one account was correct. SP withdrew money from C's account in respect of the account opened in error. C requested a refund but did not receive one.

The Ombudsman directed that SP should credit C's bank account with the money previously withdrawn, apologise to C and make a goodwill payment. The Ombudsman further directed that SP should also confirm that the account opened in error is now closed.

2.7

C entered into a mobile phone talk plan with SP including internet services. C purchased the talk plan as SP's representative advised that browsing was free. This was not the case and C received a very high bill after three weeks usage. C complained that the agreement was mis-sold and that SP did not alert C about the excessive use of the service.

The Ombudsman directed that SP should apologise to C for the shortfall in customer service and re-bill C, allowing an extended payment period. The Ombudsman further directed that SP should cancel C's contract without penalty.

2.8

C requested itemised copy bills from SP. C agreed to the charge but the bills were not sent out. C complained and SP promised to send the copy itemised bills out. The bills arrived but were incomplete. C complained further and further bills were sent out. These again were incomplete. C complained repeatedly by telephone and by letter but did not receive the correct and complete information from SP. Sp did not respond to C's letters of complaint. The Ombudsman investigated and found a series of shortfalls in customer service. As a resolution the Ombudsman required SP to provide the information requested and awarded a gesture of goodwill in recognition of the shortfalls in customer service,

2.9

C contacted SP to cancel broadband. C was told C could have free weekend and evening calls providing the calls did not last longer than one hour. C accepted the offer and believed it did not involve any sort of contract. C then received a bill from SP showing a charge for the service. C cancelled the package, and then was

charged an early termination fee by SP. C contacted SP and was told not to pay the bill until SP contacted C. SP failed to contact C and then applied a late payment fee to C's account.

The Ombudsman decided that SP should have been able to provide evidence that C was made aware of the contract term and early cancellation fees. C had made the complaint within six months of the commencement date and SP should have retained a copy of the sales call. There is no evidence that SP provided such evidence. The Ombudsman instructed SP to remove the early cancellation and late payment fees, but advised that C was responsible for the call charges and line rental.

The Ombudsman decided that C had received a poor level of customer service from SP. SP was instructed to credit C's account with a goodwill gesture and send a letter of apology to C.

2.10

C was unhappy that some premium rate calls appeared on a telephone bill, which C states could not have been made. SP investigated that matter and could not find any faults with C's line, but agreed to refund the cost of the calls.

The Ombudsman considered that SP took appropriate action in investigating the complaint, but as there were shortfalls in customer service in the way C's complaint was handled, SP were asked to provide an apology and goodwill payment.

2.11

C received a final bill from SP showing a credit and wrote to SP for the amount to be refunded, C received no response and no refund. C contacted SP three more times and received no response. SP submitted no case file.

The Ombudsman requires SP to refund the credit, refund the costs of recorded delivery; make a goodwill payment and send a letter of apology.

2.12

C cancelled their telephone service and broadband accounts with their SP. However, the SP only cancelled the telephone account as C was moving to an LLU provider. The SP maintained that C's broadband account was still live as it had no request to disconnect C. It said that the industry process was flawed and that it was not responsible.

The Ombudsman said that it was unfair to penalise C. It was not apparent that the SP was correct and that even if it were then this was not C's fault. The SP was requested to cancel all outstanding charges and to forward a goodwill gesture to C.

2.13

C noticed that SP had placed a default notice at least three years previously. C only discovered this after checking his credit rating. SP terminated C's account in error

and C requested that they need not connect it. C states they had been unable to gain credit for a discount card from a store but did not provide evidence that they did lost money on this.

SP provided a gesture of goodwill for the default notice being placed but was unhappy with this as they feel they lost out on the discount card.

The Ombudsman awarded the goodwill credit was generous but added a small gesture of goodwill for the shortfall in customer service.

2.14

C requested Broadband package with SP. C did not get package C requested and contacted SP for resolution.

The SP was unable to resolve the problem

The Ombudsman considered that the goodwill offered by SP was not sufficient, and required further action. It did require the SP, to send a written apology and further goodwill to C.

2.15

C's SP went into administration and its customer base was taken over by another SP. SP wrote to C to advise of this but C claims to have no knowledge. C left SP and after some time, SP chased C for payments as C had been making payments to the old SP's bank account, not the new SP's. The old SP's bank account was closed and payments were being returned to C. C made a payment of the amounts he agreed had been returned to him but claimed not to have received two of the returned payments. SP asked C for annotated bank statements as proof, C refused to provide these.

The Ombudsman was of the opinion that SP did not have to credit the outstanding balance unless C could prove that the payments were not returned. The Ombudsman required SP to credit the balance and apologise if C could prove that the payments had not been returned.

2.16

C complained to the SP about an incorrect balance on their telephone account. The SP reviewed this matter and concluded that the balance was incorrect, maintaining that C should make the requested payment. C continued to dispute this matter at length, highlighting that payments had been made to the SP and a third party collection agent. The SP reviewed the account again and suggested C may have been received incorrect advice from the agents. The SP then asked C to provide evidence of his payments, but none was received.

On review it was concluded that there was no evidence of the disputed balance being incorrect or if incorrect actions had been taken by the SP. It was also highlighted that the Ombudsman had no jurisdiction over the actions of third party agents.

In resolution it was proposed that the SP should send a letter of apology for the confusion, provide a detailed breakdown of all payments, and reduce the balance if C provided documentary evidence of payments not taken into consideration.

2.17

C cancelled an internet service some time ago and recently noticed that payment had continued to be collected for the service. SP said that there had been no cancellation request. As C had provided a reference number that had been provided at the time of cancellation and SP had not commented on this it was accepted that there had been a cancellation. It was accepted that bills had been presented showing this charge and that C had not reacted to this therefore no finding of poor customer service was found as C had failed to act appropriately.

SP was required to account for all payments received in respect of the cancelled internet service since the cancellation and to refund these amounts, less any refund it had already provided.

2.18

C contacted the SP to cancel some call features on the account. However, these charges continued to appear on the bill for a year. As C disputed these features remaining, payments were made with the feature costs deducted, resulting in C being charged processing and late payment fees.

The Ombudsman considered that SP had not actioned C's original request correctly when it had been first made. SP were requested to credit C for the call features and any associated fees. A goodwill gesture was also ordered in light of the failings in customer service.

2.20

C complained to SP about the size of the February bill (£97) as call charges normally cost C £26 per quarter and that a second line had been mis-sold to C. C put the complaint in writing in March, and received a response about the call charges in June; SP explained that it had been late billing some calls. C contacted SP as it failed to respond to the second complaint. SP reviewed the case and applied a line rental credit for period 2006-07; C complained that a refund was required back to 2003. SP calculated and applied this credit.

The Ombudsman requires SP to refund the installation charge to C and send a written letter of apology

2.21

C had telephone and broadband service with SP. C disputed the bill and SP sent a breakdown of charges. C was unhappy and withheld payments. The SP disconnected C's services after a long period of payment being withheld.

The Ombudsman required no further action from SP. It could see no reason why C should not remain liable for the charges.

3.0 Broadband

3.1

C was unhappy with problems with the service provided by SP and was inconvenienced by faults and conflicting information provided by staff. C also complains that the SP implemented a termination fee in error. The SP confirms that the termination fee has now been credited.

The Ombudsman considered that the SP had displayed shortfalls in customer service as C had been inconvenienced, so therefore requested that the SP provide C with an additional goodwill payment.

3.2

C requested broadband from SP, but was never able to connect. However, SP continued to take payments from C's bank account. C also requested that all services be ceased, but again this request was not actioned. C complained to SP and the company offered a refund, but this was rejected by C.

The Ombudsman concluded that C had received a very poor service from SP, but the offer from SP was considered fair and reasonable. Therefore, SP was required to provide C with the amount suggested, plus a further refund for any additional charges incurred since the complaint was addressed. SP was also required to send C a letter of apology and ensure that the account was fully disconnected with a zero balance.

3.3

C signed up to a broadband service with SP. C was unable to connect to the broadband service as no modem or disc was sent. C continued to complain to SP but still the service was not connected.

Following contact with C and SP, it was agreed through mediation that someone would contact C to continue to try and resolve the connection issues and if it was found that no connection could be made then the contract would be terminated without penalty, a goodwill payment was also offered for the inconvenience caused.

3.4

C moved business premises and for four days had broadband service and then the service stopped. C reported this failure to SP who began to investigate. C says that SP passed issue between departments. SP did assign a dedicated adviser to liaise with C. SP identified that the original order had not been processed effectively. C was without service for 22 days. SP made an offer to provide free broadband service for six months and to pay for security package. C rejected this.

The Ombudsman required SP to reinstate its' goodwill offer and for C to consider it, and SP to issue a send a letter of apology.

3.5

C (who was elderly) had been a long time customer of T for landline services. C's family had helped with the purchase of a new computer so C could connect to broadband. C had ordered broadband from T but had been told that there could be a compatibility problem between T's broadband service and the newly purchased computer. Once reassured that there would not be a problem, the order had been confirmed but more than five months later, the broadband connection had still not been established, although T had started to charge for the service on monthly bills. C decided to cancel the contract but was told that an early termination penalty would apply. C wanted the broadband contract cancelled without penalty, any charges taken for the service refunded, the costs of telephone calls to Technical Support reimbursed and a suitable payment to reflect the inconvenience and time spent trying to get the matter resolved.

The Ombudsman agreed that T had failed to supply a service to C and had failed to deal appropriately with C's complaints. She required T to cancel the broadband contract without penalty, to reimburse any costs charged for the service, to apologise for its failure of customer service and to make a suitable goodwill payment.

3.6

C subscribed to broadband and broadband talk with SP. C had ongoing problems over a long period of time with broadband and the talk service. C complained about the poor customer service and requested compensation. SP did not respond to C's letters. C complained to Otelo. SP accepted C's version of events and acknowledged it had failed to respond to C's letters. SP offered a goodwill payment in recognition of the shortfall in customer service.

The Ombudsman considered that C's request for payment for the time spent dealing with the complaint was not warranted. However the Ombudsman required SP to provide a goodwill payment to cover the cost of the broadband service for the time C had problems in recognition of the shortfall in customer service.

3.7

C agreed to a contract with SP to provide its telephone and broadband package. The telephone service was activated without any problem, but C did not receive the broadband service. This was due to the type of telephone line C had to the property and in order to receive broadband the line would have to be upgraded. SP did make a request to the line provider to undertake the work, but delays occurred. C complained to SP in writing, but did not receive a reply. However, C was not charged for the broadband service as credits were applied to the account.

The Ombudsman concluded that SP was required to apply a goodwill credit to C's account, send a letter of apology for the delays and shortfall in customer care. If SP was unable to provide C with broadband within a reasonable time frame, the

company should either allow C to cancel the contract early or if requested, downgrade C's package to a more suitable option.

3.8

C has a business account with SP. On transferring the line, C was cut off and was without the service for a short period. C did not receive any bills from SP and later discovered that the service had not yet been transferred. C also experienced speed issues with the broadband service which was later resolved by SP. C then lost the service again. SP offered C a goodwill payment for the inconvenience caused but C did not feel this covered the losses to the business.

The Ombudsman concluded that C had experienced a shortfall in customer service and required SP to issue an apology, increase the goodwill payment to provided details on how C could claim for Actual Financial Loss.

3.9

The Complainant's Broadband service was cut off by the Service Provider. The Complainant contacted the Service Provider and it apologised and gave a gesture of goodwill. The Complainant's Broadband was not reconnected and the Complainant contacted the Service Provider by telephone and by letter but was unable to get the service working again. After a long period the Complainant switched to another Service Provider and was unable to get Broadband working as the original Service Provider had a marker on the line. When the Complainant contacted it again the Service Provider identified the cause of the problem and apologised and refunded the costs of the Broadband. The Complainant wanted to be released from the contract without penalty and had sent letters to the Service Provider expressing this. The Ombudsman decided that due to the length of time that the problem was ongoing that the Service Provider would be required to maintain its offer of a refund but in addition allow the Complainant to cancel the contract without penalty. The Service Provider was required to remove the markers from the line to enable the Complainant to move to another supplier and award a gesture of goodwill.

3.10

C ordered a telephone line and broadband from SP. The order was delayed and also when the broadband was connected C had problems with it. C contacted SP for help but it was unable to resolve the issues using its normal team and advised C to contact a special team who could resolve the issues. When C contacted the special team it was not available in C's area and the problems remained. C asked to cancel and SP offered a termination without penalty and a gesture of goodwill. The Ombudsman found that there were shortfalls in customer service and required SP cancel the account without penalty and refund the rental charges and send a letter of apology. C would however remain liable for the cost of calls made.

3.11

C was unhappy that a broadband could not be connected. The SP investigated the situation and found that there were problems C's telephone line and has now rectified the problem to allow the broadband service to be commenced.

The Ombudsman considered that SP should provide C with a goodwill payment and apology due to the time taken to ascertain the problem and should also offer to recommence C's service.

3.12

C had a broadband package with SP. The broadband only worked intermittently so C cancelled the service. SP offered a goodwill payment to C, but C rejected this.

The Ombudsman was satisfied that the goodwill payment offered by SP was sufficient. It required that SP to maintain the goodwill offer and send a written apology to C for the inconvenience caused.

3.13

C complained that broadband took two months to set up. C also complained that since that time broadband would not connect. C sent four letters to SP but received no response. SP said that it was unaware that C had problems connecting and so it had not been given the opportunity to resolve the problem with C.

The Ombudsman confirmed that the account records showed no evidence to suggest that C had called SP to report the problem. The Ombudsman did however note that the SP had failed to respond to C's letter and this was viewed as poor customer service. The Ombudsman required SP to contact C to resolve the broadband problem, award a nominal goodwill payment and send a letter of apology.

3.14

C joined SP for landline and broadband services. Unfortunately, the broadband service worked intermittently and stopped working for the next five months. C spent a large amount of time attempting to sort this out and indeed SP even sent out nine engineers. However, in the end SP felt they could not provide broadband on this line.

The Ombudsman found that C had suffered poor customer service and requested SP to provide C with a goodwill gesture. However, the Ombudsman agreed with SP that if the broadband could not be provided then C would need to try a different provider.

3.15

C signed up for a broadband and landline service with SP however C found that they were not able to connect to the service. SP investigated the problem however no fault could be found. The problem persisted and once again the fault was investigated. C later lost the broadband and landline service. An engineer eventually came to investigate the problem and found the fault to be with C's own internal wiring. C sent a letter to SP but received no response.

The Ombudsman concluded that the fault would need to be repaired at a cost to C for the service to work however this should have been discovered sooner. The Ombudsman required SP to issue an apology, arrange for a repair to be carried out if requested by C and to offer a goodwill payment to reflect the delays and the shortfall in customer service.

3.16

C contacted SP to arrange for the telephone service and broadband to be provided at a new address, as C was moving home. This action was taken, but C was unable to connect to broadband. After a few calls to SP's Technical Support, C was advised that there was a compatibility problem with C's new computer and the modem. However, C disagreed and requested to cancel the contract without incurring a termination. SP offered to send C a new modem to try and resolve the problem and it was considered that this was reasonable.

The Ombudsman concluded that C should allow SP to send the new modem and if this resolved the technical issues, a refund would be applied to C's account for all the broadband payments made up until the connection date. SP was also required to apply a goodwill credit to C's account. However, if the technical problems persisted, SP was required to cancel C's contract without applying a termination fee, apply a refund to C's account for all broadband payments, apply a goodwill credit for poor customer service and provide C with a MAC code to enable C to transfer to a new service provider.

3.17

C agreed to a broadband service with SP but experienced ongoing connection problems from the outset despite numerous and constant contacts with SP and replacement equipment. C complained profusely to SP and although some credits were given to C, C remained unhappy that SP had not responded to the crux of the complaint.

It was clear to the investigation that C had experienced connection problems since the agreement of the service through no fault of C's. Nevertheless, it was also found that SP had taken the appropriate actions in order to try and resolve those issues as well as ensure that C was not charged for the service and also that a goodwill credit was provided. However, the investigation found that SP's own information confirmed it was highly unlikely that it would be able to provide a sustainable broadband service over C's line. Using this evidence the investigation considered C had received a shortfall in customer service from SP and also that C would not be able to receive any benefit from the service in the near future. On this basis it was proposed for SP to allow C to be released from the contract without penalty, ensure C was not charged for the service, and also provide C with a further goodwill payment and apology.

3.18

Domestic Customer - Delayed provision of broadband.

The complainant was a residential customer who made a request for broadband. Despite being given various “go live” dates, the service provider did not provision the broadband for some months. The complainant repeatedly questioned the delays over the telephone and in writing to the service provider, but failed to receive an appropriate response. The complainant was not making any headway with the problem and brought a complaint to the Ombudsman.

In the examination of the events, the Ombudsman recognised that the complainant was still without a broadband service and the service provider had failed to keep Engineer’s appointments made to address the problem. The Ombudsman also noted that the complainant had made many calls and sent letters which the service provider had failed to provide an adequate response to.

The Ombudsman directed the service provider to provision the broadband without further delay, or to advise the complainant of any reason why this could not be done. The Ombudsman also concluded that the service provider should refund the complainant with the broadband charges the complainant had already made, provide fixed rate compensation for missed appointments, and make a goodwill gesture for the overall inconvenience the situation had caused to the complainant.

3.19

C's dispute was over call charges to SP's helpdesk when due to language difficulties no progress was made. SP has spoken to C and apologised for the difficulties that were experienced and acknowledged that there had been a shortfall in customer service in dealing with this complaint. C was offered a goodwill payment in full and final settlement of this dispute which was accepted.

The Ombudsman was pleased that a satisfactory resolution was agreed prior to investigation.

3.20

C complained to the SP about the charges raised for their broadband service. C stated he was told at the point of sale these would be free. The SP confirmed this offer was not available in C's area, and a dispute arose.

It was concluded that C may have been incorrectly advised, although the efforts made by the SP to resolve this were welcomed. C subsequently cancelled their telephone and broadband accounts services in dispute. The SP ensured the broadband account and all charges were cancelled, a further credit was made to cover outstanding call and line rental charges, with another credit made to cover the telephone disconnection fee. C remained unhappy, and the SP offered a further goodwill payment.

It was concluded that C had received poor customer service, incorrect advice, as well as a number of errors being made on the account. Nonetheless, the SP's offers were considered appropriate in such circumstances.

The SP was required to maintain its goodwill payment, send a letter of apology, and ensure any adverse credit information was removed.

3.21

C agreed to package for 8MB broadband. C received speeds far lower than 8MB. When C contacted SP, it ran him through tests to try and improve the speed and they did work temporarily, although C was never able to achieve 8MB. C's speed has now decreased and the line is currently only able to handle 512kbps. The terms and conditions of the agreement do not guarantee 8MB, only high-speed broadband.

C complained that the customer service received was not professional. C was run through the same tests on each call and sent letters which received no response.

The Ombudsman was of the opinion that there was a shortfall in customer service and required SP to apologise and credit C's account. There is nothing the SP can do to increase the line speed.

3.22

C ordered a telephone and broadband service online, but initially had connection problems due to a wireless adaptor problem. C contacted SP and although the broadband connection was made, C blamed the free router for other problems. C was advised that the modem supplied was adequate and C should contact the retailer of the computer for further assistance. However, C decided to buy a new router and complained to SP and asked to cancel the service. SP did not consider that C had sufficient reason to cancel early and therefore early termination fees would apply.

The Ombudsman concluded that there was initially some poor customer care and therefore SP should apply a goodwill credit to C's account. However, the Ombudsman agreed that there was insufficient reason to require SP to cancel the contract early.

5.0 Cancellation

5.1

C was advised by SP that there were price changes occurring. C could cancel within 30 days of being notified of these changes. C says they called SP a few days before the deadline to cancel and was not given the deadline date. C tried to cancel their contract a few days later and was told if they wished to cancel they would incur an early penalty fee. C also complains of not receiving a response to their letter. SP advises C did not cancel within the required timescale so they should remain responsible for any early termination charges. SP could find no evidence of service shortfalls.

The Ombudsman found C had tried to cancel their contract a few days late. It was considered probable C had been misadvised when they had called and SP was required to allow them to cancel their contract without incurring any early termination charges as a gesture of goodwill. It was found SP has responded to C's letters but sent exactly the same response twice. This failure to address C's issues was considered a shortfall in service. SP was required to apologise to C.

5.2

C agreed to upgrade with SP but two days later C contacted SP to cancel within the cooling off period. SP refused to accept cancellation and said that C had only upgraded airtime tariff and so cooling off period was not applicable. C complained to SP and remained dissatisfied with its response. SP said it had now cancelled the contract and removed the outstanding balance because C had agreed to the upgrade by telephone and so therefore did have a cooling off period in which to cancel.

The Ombudsman was concerned that SP failed to cancel the upgrade within the cooling off period and this was viewed as unacceptable. The Ombudsman required SP to award a nominal goodwill payment, ensure that C's credit file had not been affected and send a letter of apology.

5.3

C signed a contract with SP for telephone equipment and services, but did not realise that this meant that a leasing agreement had been agreed. C complained to SP that another member of the family signed the Leasing agreement and therefore the contract was invalid, but it was not establish whether the other person had the authority within the business to sign the paperwork in C's absence. C requested that the equipment be collected by SP and that the contracts should be cancelled.

The Ombudsman concluded that there was insufficient evidence to require SP to cancel the contracts or collect the equipment, as it would be up to the Leasing company to investigate the claim that the agreement was invalid. Therefore, SP was not required to take any further action and C was advised to take independent legal advice if C wanted to continue to dispute the validity of the contracts.

8.0 Customer Service

8.1

C agreed to place some advertisements in the Phone Book, but although the final proofs were correct, all the advertisement publish showed the incorrect website address. C complained to SP by telephone and in writing and SP offered C a discount. However, C remained dissatisfied, as a large amount of compensation had been requested.

The Ombudsman concluded that SP had provided C with a poor customer service and required SP to withdraw the charges for all the advertisements. However, SP was not liable to pay C the large amount of compensation requested, as C had not proven any loss? SP was also required to send C a letter of apology.

8.2

C [business] was without service for two weeks and referred the matter to SP. SP placed an order with the relevant provider, C contacted it every day to check on progress. Ten days after the initial fault was opened SP contacted the relevant provider and the fault was resolved the following day. C made a claim for loss of business SP rejected this as it fell outside its' terms and conditions. C wrote to SP but it failed to respond.

The Ombudsman requires SP to apply the appropriate service credit to the account, to send a written letter of apology and make a goodwill payment.

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8.3

C subscribed to TV services with SP and expected telephone services to commence. C received a bill from previous provider and asked SP to refund the call charges as SP had failed to connect C. SP refused to refund the charges. C wrote to complain. SP failed to address C's complaint and failed to reply to C's final letter. C complained to Otelco.

The Ombudsman considered that there was no evidence to support C's claim that SP had failed to provide the telephone service when requested and C's claim for a refund of call charges was not warranted. However, SP had failed to adequately address the written complaints that C had sent and was required to provide a goodwill credit in recognition of the shortfall in customer service.

8.4

C had supply of line, line rental and broadband with Supplier. The broadband has been intermittent and the C has been paying for the full service.

The Ombudsman required that the SP contact C and make a final attempt to establish a reliable connection. If SP is unable to do so, the Ombudsman required it to cancel the service without penalty. It also required a goodwill payment and written apology to C for the inconvenience caused.

8.5

C returned to SP after a short spell with another provider. SP set up the account but C was given a different telephone number. C made written complaints to SP, which was not responded to.

The Ombudsman required SP to restore C's telephone service as soon as possible and make a goodwill payment and written apology to C for the inconvenience caused and failure to respond to C's complaint.

8.6

C requested a transfer of name on the account. SP agreed and sent a bill to C. The service was faulty and C reported this to SP and withheld the payment. SP did not fix the fault and disconnected the service due to non payment. C contacted SP and it

reconnected the service however the fault was still present on the line. SP fixed the fault and C paid the bill. SP credited C's account and issued an amended bill. The Ombudsman found that SP had not addressed the issues and identified shortfalls in customer service. The Ombudsman required SP to make a further gesture of goodwill as C had been without service for some time and required it to send a letter of apology.

8.7

C transferred service to SP and received periods without service (5 consecutive days). SP received transfer of line one month ahead of schedule. C complained many attempts to resolve this situation but SP had failed to respond.

The Ombudsman considered SP's customer service had fallen below an acceptable level and acknowledged that SP had recognised this. The Ombudsman required SP to make a goodwill gesture and to establish a framework by which to quantify C's financial loss.

8.8

C signed up to a broadband service and could not get connected. C added further problems with incorrect billing customer service. SP did not reply to the Ombudsman. It was found that C had been inconvenienced with regards to the delay in broadband provision and poor customer service. As SP did not reply to the Ombudsman it was required to investigate the issue of incorrect charges and send it comments in writing to C.

SP was required to recalculate her bill and issue a refund for any overpayment, make a goodwill payment, by cheque, send C its comments in writing regarding the amount charged monthly and justify it, to investigate the two separate charges raised for the router and send C its comments in writing. If the charges cannot be justified then C should be given a refund of any overpayment, and Send a letter of apology for the service shortfalls highlighted in the report.

8.9

C complained that SP completed a contract without providing the documentation of the contract that C specifically asked for. C states SP then sent a late payment reminder before any bills had been received. C complained that no bills had been sent, that no contract details had been confirmed and no welcome pack had arrived, even after a reminder was sent to SP. As SP provided no case file or comment on C's complaint, there was no reason to doubt C.

The Ombudsman decided there had been poor customer service for C and that C should be allowed to close the account without incurring a termination fee. SP was also required to make an apology, provide a goodwill payment and consider a claim for actual financial losses for the period C was its customer.

11.0 Disconnection

11.1

C contacted SP about a fault with the telephone service, which had caused a full loss of service. The fault was reported to the network by SP, but it took nearly a couple of weeks to fix. SP had received an unsolicited cease request from a third party and although C wished to stay with SP, the cease was completed by the third party. C complained to SP by telephone and in writing that all the problems had caused ill health and a lot of stress and inconvenience, but the company was unable to reconnect the service. SP did provide C with an offer to resolve the complaint, but this was declined.

The Ombudsman concluded that there was a delay before the fault was fixed, but SP was unable to speed up the process. SP was not at fault in respect of the disconnection of the service and therefore could not be held responsible after the service was ceased. It was considered that SP's offer was generous in the circumstances and therefore C was advised to reconsider and accept the amount offered. If C did accept, SP was required to ensure that the goodwill payment was provided to C, together with a letter of apology for any shortfall in customer care.

12.0 Disputed Charges

12.1

C advises they received a call from SP offering free international calls. C then received a bill with the calls showing as chargeable. C would like these calls waived. C also says that when they called and requested their call be escalated this did not happen. SP advises they do not make cold calls and advise it must have been another SP and customer must have got confused. SP apologises that C's call was not escalated when requested.

The Ombudsman that C had not been mis advised by their SP and so was responsible for the disputed charges. However, the refusal by SP to escalate C's complaint when requested was seen as a shortfall in service. SP was required to apologise and award a gesture of goodwill in recognition of this.

12.2

C said that a representative from an SP came to C's house and said C could call a specific country at a very low cost per minute. C contacted C's current provider and C said that it promised to match this cost. However, when C's bill arrived C found that the SP had not and C had been charged at a high rate. C wanted to be charged at the rate C said was agreed.

No evidence was provided by the SP so the Ombudsman decided that it would be fair that C should only be charged at the rate agreed. SP was requested to recalculate the bill.

12.3

C complained that SP blocked access to a number that was frequently used. C complained it was done without warning and rendered the contract of little use as C dialled the number without problem on a frequent basis before this and was a major factor in having the contract with SP. SP stated it was in dispute with the service provider, which led to a net cost to it for each call dialled to the disputed number. It also concluded there was no grounds to cancel the contract without a termination fee, as C had requested.

The Ombudsman considered there were grounds to allow C to cancel the contract without paying a penalty fee, as they had not been informed in advance; it was considered unfair to limit C's access, making them a victim of SP's business dispute with the third party.

12.4

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.

12.5

C cancelled telephone services with SP following a dispute with the bill. SP continued to demand payment and C wrote to complain. SP confirmed in writing it would clear the balance on the account. However, C continued to receive calls from Credit Control despite assurances from SP that the account would be cleared. C complained to Otelo. SP failed to provide a case file and its views could not be taken into consideration.

The Ombudsman accepted C's version of events and considered there had been a number of shortfalls in customer service causing distress and inconvenience over a long period of time. The Ombudsman required SP to provide a goodwill refund and to send written confirmation that the account was closed and the balance cleared with no adverse credit history in relation to this matter.

12.6

C complained that SP charged C for two reconnection fees in error. SP agreed to refund these charges but C complained that SP failed to refund the VAT. C sent letters to SP and was assured the refund would appear on the next bill but this did not happen. C requested a refund, a goodwill payment and a letter of apology. SP said it had now credited the account with the refund for VAT.

The Ombudsman was concerned that SP delayed providing C with the agreed refund for several months and this was viewed as a shortfall in customer service. SP was required to ensure that refund of VAT was applied, award a nominal goodwill payment and send a letter of apology.

12.7

C advises they received a large bill and discovered this was due to calls made to the internet whilst abroad. C disputes these calls and would like them waver. SP advises calls to the internet have been made via C's mobile on previous bills but has offered to reduce the outstanding balance as a gesture of goodwill.

The Ombudsman found that the C was responsible for the calls but considers it probable C was unaware they were chargeable when made from abroad. SP was required to maintain its offer of goodwill.

12.8

C had mobile phone stolen whilst abroad. C was unable to contact SP for a week to report as C was in a remote location. C wanted SP to refund the charges as C felt that SP had not blocked the handset quickly enough.

SP made a goodwill offer to resolve the complaint.

The Ombudsman considered that the SP had made a fair offer and required that it maintain the offer to C.

12.9

C agreed to a new improved contract with SP, but the company set the account up on a different more expensive tariff. C complained several times to SP, but the company failed to revise the account. SP also add additional services that C had not requested.

The Ombudsman concluded that C had received a poor customer service from SP and required the company to change the tariff on C's account, remove any additional services not required and refund any overpayments. SP was also required to apply a goodwill credit for the shortfall in customer care and send C a letter of apology.

12.10

C's son's mobile was stolen and C reported the theft to SP and it cancelled the handset and the SIM. C agreed that the line rental would have to be paid for the remainder of the contract. C continued to receive bills from SP after the cancellation which contained charges for a Premium Rate Text Messaging service. C contacted SP to query the bill and SP confirmed that the charges were valid and then a short time later advised C that it would be necessary to unsubscribe from the service to prevent further charges. C failed to do this and maintained that if the service had been cancelled then no further charges should be possible. C continued to dispute

the charges and make part payments off the outstanding bill. SP made a final offer to C which C declined.

The Ombudsman decided that the explanations given by SP were adequate and that the final offer of given to C was fair and reasonable. The Ombudsman required SP to maintain this offer and take no further action.

12.11

C requested to cancel their account but the SP made a goodwill payment and C stayed with the company. C requested to cancel again but the SP failed to action the request. C continued to incur service charges. The SP maintained that C had not placed a second cancellation request. C experienced a poor level of customer service.

Based on the evidence presented for investigation, the Ombudsman was satisfied that C had made an additional cancellation request. The SP was required to cancel C's account and credit service charges incurred after the request was made. 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.

12.12

C arranged for a line to be installed but the SP failed to do this. C had paid a deposit and incurred charges on an account that was not activated. C made several complaints to the SP. After a long delay the SP cancelled the account and cleared the charges. The SP sent a refund cheque for the deposit but it was in the wrong name. C experienced a poor level of customer service. The SP made a goodwill offer.

The Ombudsman was concerned by the SP's failure to take appropriate action which caused the delays. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The SP was required to re-issue the refund cheque and confirm the account was closed and clear of charges. The SP was also required to increase its goodwill payment and write a letter of apology.

12.13

C had telephone service with SP and disputed call charges. C withheld payment for the charges and SP disconnected C's service.

The Ombudsman required no further action from C as it could see no reason to doubt the accuracy of the charges on the evidence supplied.

12.14

C had telephone service with SP but was allocated an incorrect number, leading to C being charged for incorrect calls. SP rectified the mistake but billed C for calls made

on the previous number. C made complaints to SP but the charges were maintained and some of C's correspondence was not responded to.

SP refunded the call charges. The Ombudsman required SP to make a goodwill payment, confirm C's credit rating had not been affected and send a written apology for the inconvenience caused and failure to respond to C's complaint in a timely manner.

12.15

C asked SP to change the tariff, but when the next invoice was received C remained on the old tariff. C contacted SP and it agreed to review the account. The error continued to occur for several months. SP apologised and made a goodwill offer that C chose to decline. C complained that SP overseas staff called at inappropriate times and were difficult to understand. SP responded by highlighting C's issues to be dealt with UK based staff only. C instructed solicitors to handle the issue before having exhausted SP's complaint procedure.

The Ombudsman required SP to reinstate its' goodwill offer.

12.16

SP provided C with two internet packages but one was not required. C complained to SP, and it said a refund would be sent by cheque. When this was not received C telephoned and SP stated that this had not been issued but that a credit refund would be made to the account instead. On complaining to the Ombudsman C stated that there were issues with the time delay, poor customer service, as there had been a failure to correspond by SP, and a breach of Data protection as SP had spoken to C's partner even though the account was in C's name.

No supporting documents had been provided and SP had not provided a case history file so the recommendations were made purely on the complaint. SP was required to write a full written apology for the delays and the failure to issue the cheque as promised. It was to make a goodwill payment in recognition of the time, inconvenience and expense incurred by C.

12.17

C cancelled the service with SP on moving property and transferred to another provider. Some time later C received letters welcoming C back. C contacted SP to advise that this had never been requested. SP agreed that an error had been made and that the account would be cancelled. C later discovered that the line had been restricted. C discovered that the line was still with SP and it had been restricted due to non payment. C again asked for this to be cancelled. SP agreed to cancel the account but C was advised that as calls had been made on the line, an outstanding balance remained on the account and this would be payable. C disputed these charges and SP agreed that the balance would be cleared and the account placed on hold. C continued to receive demands for payment from SP. SP did eventually clear the balance but C requested compensation for the calls made whilst trying to resolve the complaint.

The Ombudsman concluded that an error had been made and that C had experienced a shortfall in customer service. The Ombudsman required SP to issue an apology, confirm that the account was closed with nothing owed and to offer a goodwill payment to reflect the costs incurred and the shortfall in customer service.

12.18

C transferred their services but the SP continued to bill C. There was a long delay before the SP rectified the error. The SP explained an IT error had occurred and the account was not cancelled. C experienced a poor level of customer service. The SP made a goodwill payment but C remained unhappy.

The Ombudsman was concerned that the SP had failed to take appropriate action in a timely manner. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The SP was required to make a further goodwill payment and write a letter of apology.

12.19

C complained that although SP had agreed to accept a payment in full and final settlement of an account, it continued to send bills to C. SP stated that no such agreement had been arrived at and said that as C was within the minimum term of C's contract, C was not entitled to cancel C's account without penalty.

The Ombudsman could not find any evidence to suggest SP had agreed to a payment in full and final settlement of the account. Therefore, it was decided that SP was entitled to charge C up to the end of the contract. No further action was required.

12.20

C had a number of dial up Internet calls on C's bill which were disputed; there was a delay in charging for the calls by the SP.

The Ombudsman considered that there was no reason to doubt the accuracy of the charges. She did require the SP to make a goodwill payment for the delay in charging for the calls.

12.21

C received a mobile phone bill from SP containing excessive data charges. C disputed the bill. SP failed to return call backs and failed to reply to C's letter. SP offered to credit 50% of the charges. C went to a solicitor who wrote to SP. SP maintained its offer and C paid the balance requested. SP charged an additional amount and C requested a refund. C also disputed the adverse credit history that SP had placed on C's credit file. SP issued a deadlock letter and C complained to Otelo.

The Ombudsman considered that SP had failed to respond adequately to C's initial complaint and had referred the account to a debt collection agency when the account was disputed. The Ombudsman also considered that C had paid the amount

requested by SP and that although SP had quoted this amount in error it should be maintained. The Ombudsman required SP to refund the overpayment as a goodwill gesture and to send written confirmation that the account was closed and the balance cleared with no adverse credit history in relation to this matter.

12.22

C entered into a minimum term contract with the SP. C's service charges were higher than what they expected and they cancelled their contract. C incurred an early termination fee. The SP failed to comment on whether C had been mis-sold the contract. C experienced a poor level of customer service.

Although it seemed that C may have been mis-sold the SP's services, they had been aware of the term of the contract. Therefore, the Ombudsman required the SP to reduce the early termination fee to be in line with the service charges C was expecting to pay. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Sp was required to make a goodwill payment and write a letter of apology.

12.23

Case Summary

C had telephone service with SP. The SP charged for calls several months after they were made. C called to dispute and SP agreed to place a hold on the account but disconnected C's telephone for non-payment.

The Ombudsman required that the SP make a goodwill payment and written apology to C for disconnecting the service without notification, after agreeing to place a hold on the account. It considered that the C was liable for the calls made.

12.24

C received a letter stating that C was eligible for free broadband. However the SP continued to charge C for the broadband service. The C wrote letters of complaint to SP, which was not responded to.

After C brought the complaint to the Ombudsman, SP refunded all charges to C.

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

12.25

C agreed to a broadband service with SP at an agreed tariff, but this was changed. SP offered a resolution as part of the PICC process.

This case was completed as part of the PICC process.

12.26

C had a telephone line installed at a new property and then rented the property to a tenant. C asked SP to change the name into that of the tenant which SP refused to do without the tenant's request. C asked tenant to change the name but the tenant failed to do so and left the property without paying the bills. C disputed the telephone bill and paid under protest. C wrote to complain five times but did not receive any reply. C considered SP had failed to advise C to close the account or put it on hold. C complained to Otelo.

The Ombudsman considered SP was entitled to payment. C had ordered the line installation and was responsible for payment. However, the Ombudsman required SP to provide a goodwill gesture as it had failed to reply to any of C's letters.

12.27

C disputed international call charges. Undisputed calls were made at the same time as the disputed calls which suggested that someone was in the house using the phone. No bill affecting fault had occurred and the call charges were maintained. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman considered the call charges were valid and remained payable by C. The Ombudsman required the Supplier to make a goodwill payment and write a letter of apology.

13.0 Equipment

13.1

C was on a business system which SP had decided not to support any longer. C objected to this but did not have a choice. SP provided another system but due to sever technical difficulties has been unable to sort out all of the problems. C wanted compensation for loss of business as BT changed tow of C's numbers and most of C's incoming calls ended up being diverted to C's answer machine.

The Ombudsman decided that SP had tried hard to sort this out; however, as Sp had tried to provide a new package whatever it provided had to be fit for purpose. The Ombudsman required SP to continue to try to resolve the problems; allow C to exit the contract if unable to do and also to make a four figure award to C

13.2

C had dial-up service with SP. The dial-up only worked intermittently and C requested an engineer. The engineer arrived and stated that the line was not faulty. The SP levied a call-out charge. The C paid this, under protest, and 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 respond to C's letters. It considered that SP was entitled to maintain the call-out charges.

13.3

C advises they received their phone bill and it had a charge on it for equipment C had already paid for by credit card. C complains of unreturned calls and unanswered letters. SP advises that C has received the refund of the equipment charge against their account and advises an apology has already been provided.

The Ombudsman found that although C had received a refund against their phone account the original amount had been taken by Direct Debit. C had complained that by crediting the monies against their phone account it would take two years for them to be recouped. This had not been addressed by SP it was required that SP check to see if C's account in credit and if so refund the disputed amount by cheque. It was found that SP had not responded to C's letters and this was considered a shortfall in the service C had received. SP was required to apologise for these shortfalls and award a gesture of goodwill in recognition of them.

13.4

C received a mobile phone but found that they could not use this. C explained that the instruction book did not help to resolve the problems. C tried to contact SP via email but as C had not registered the email address, no information could be given. C also called SP but refused to give answers to the Data Protection questions. SP were therefore left unable to help C. C later cancelled the Direct Debit and the account was passed to a Debt Collection agency. C spoke to SP some time later and provided the relevant information allowing SP to register the email address. C found that they were still unable to email the company. C was also advised that they could have visited to the store to obtain help on using the phone and C complained that this should have been explained previously.

The Ombudsman concluded that C should have cooperated with SP and gave the relevant information however it did appear that C had issues with the email address and C should have been advised to visit the store sooner. The Ombudsman required SP to issue an apology, offer a goodwill payment to reflect any shortfall in customer service and if nothing further was owed, then to amend C's credit rating to reflect this.

14.0 Faults (Equipment)

14.1

C had mobile service with SP but the handset developed a fault. The C sent the handset back to manufacturer for repairs but the manufacturers warranty was voided due to liquid damage. The C then cancelled the Direct Debit and withheld payment for services, though calls continued to be made on C's account.

The SP eventually suspended C's services for non payment.

The Ombudsman required no further action from SP as it considered that C had broken the terms of the agreement by withholding payment.

14.2

C entered into a minimum term contract with SP for a mobile phone but experienced problems with the handset which C claimed was, amongst other things, dropping calls. C complained about this to SP and although SP delayed in responding to C's problems, it did take steps to try to rectify the fault and when these steps failed, it offered a like-for-like exchange of the handset on the condition C met the outstanding balance on the account. C refused to do this. C complained to the Ombudsman and asked the Ombudsman to direct SP to allow C to cancel mid-term without penalty.

The Ombudsman examined in detail call usage on C's account and she was satisfied from this sound documentary evidence that C had good usage of the service. The Ombudsman was also satisfied that SP had tried to resolve the faults with the handset and when this failed it offered to exchange the handset on a conditional basis. The Ombudsman understood why SP was not prepared to provide C with a handset exchange when there was an outstanding balance on the account. The Ombudsman felt that SP's decision was eminently sensible.

The Ombudsman was satisfied that C had been receiving a good service from SP, SP had taken action to resolve the problems, and she was unable to justify directing SP to cancel the contract without penalty in the event of early cancellation. However, she did note that there had been a shortfall in customer service when SP had not responded to C's initial letters of complaint about. In recognition of the inconvenience caused by this shortfall, she directed SP to make a small goodwill gesture to C and to send C a letter of apology.

14.3

C upgraded a mobile phone service with SP and the handset was faulty. SP repaired the handset however C it was found that it was still faulty and SP repaired it again. The handset was than returned a third time and SP replaced it with a new one. This new one did not work to C's satisfaction and SP then delivered a fourth phone of a different type to C. The problem appeared to be resolved at this point however C contacted SP again as there was still problems and SP sent a new SIM. The problems were still not resolved and C wanted to cancel the account with SP. SP refused as the contract was still ongoing. C had been issued with a credit as part of the upgrade and had used this credit up. No payments had been made by C. The Ombudsman investigated and found that SP had acted fairly and had responded to C's complaints in a prompt manner. C had used the service throughout this time and had only complained periodically. SP offered to cancel the service without penalty however thought that C should pay back the credits. The Ombudsman investigated and concluded that this would be a fair and remedy and required SP to cancel the contract without penalty and issue C with a final bill which C would be liable to pay.

14.4

C requested broadband from SP. The SP sent an engineer to install the service but informed C to contact telephone line provider as line was faulty. C did so and incurred a call out fee as there was no fault on C's line. The problem turned out to be related to the SP's broadband service.

The Ombudsman required the SP to refund C for the call out fee and make a written apology to C for the inconvenience caused.

Service - Installation

15.0 Faults (Line)

15.1

C had reported no dial tone on their phone. An engineer visited but was unable to fix the fault. Another engineer visited and found the extension wiring to be faulty. C received a bill containing charges of two engineering visits. C would like one of the engineering charges waived. SP advises that it has maintained the charges as correct for both visits.

The Ombudsman found that C should not have been charged for both visits on the basis it was not C's fault the first engineer did not identify the problem. Therefore, it was not considered reasonable C should have to pay two calls out charges. SP was required to refund the cost of one of the engineering charges as a gesture of goodwill. It was also found that C's letters had not been responded to in a timely fashion. SP was required to apologise and award a gesture of goodwill in recognition of this.

15.2

C [elderly and disabled] reported loss of service on the landline, SP took 12 days to repair it. SP made an offer to C, C rejected it as it did not cover the additional costs of administrative support C wrote two letters of complaint and SP did not respond. SP did not submit a case file.

The Ombudsman requires to refund C for mobile calls made whilst C's landline was without service; to send a full written explanation to C setting out why the line was out of service for 12.5 days, why this happened and to determine whether this is linked to a the fault in 2003 and to make a goodwill payment.

15.3

C arrived at deceased father's home and landline service was not working. C contacted SP and says SP made an appointment to fix it and failed to attend this appointment. SP maintained that it attended the only appointment that had been arranged [three days later]. C sent two letters of complaint and SP stated it had responded. C asked for refund of mobile calls and SP had agreed this in its letter.

The Ombudsman requires SP to make a goodwill payment

15.4

C's service was cut off and the fault was not repaired for six weeks. C complained to the SP and it raised the fault immediately to its contractor the contractor was unable to rectify the fault for some time as it was a major problem. C continued to complain to SP and was unhappy with the explanations given for the delays. The service was eventually reconnected and SP made a final offer to C which was declined. The Ombudsman investigated and found the SP had kept C informed to the best of its ability and had kept C informed. It raised a complaint with its contractor and received compensation which it passed to the Complainant the Ombudsman however awarded a further gesture of goodwill for the charges which SP had made for line rental and for the cost of C's phone calls to SP.

15.5

C had fault with SP. C claimed compensation from SP but remained dissatisfied with SP's response. C wished to claim the Ombudsman's maximum award. SP said it had offered C compensation based on the information C had provided. SP maintained that this was correct.

The Ombudsman examined the information provided and concurred that SP had offered C relevant compensation based on the information provided. The Ombudsman explained to C that SP was only liable to compensate for proven gross profit loss and not all losses. Also SP only liable to cover the time that the fault occurred and not the whole month. The Ombudsman required SP to maintain its offer and provide C with a cheque. SP was also required to award a nominal goodwill payment and send a letter of apology for any service issues encountered.

15.6

C contacted SP and agreed to a telephone and broadband package. There were initial problems with both services and faults were reported. However, C requested to cancel the contract early, without given SP sufficient opportunity to resolve the technical issues. The telephone service was transferred to a new service provider and the broadband service was barred due to non payment. C complained in writing to SP on several occasions and requested assistance from third party organisations. However, SP applied early termination fees, as C had agreed to a minimum contract period.

The Ombudsman concluded that there had been some poor customer service from SP and required SP to apply a goodwill credit to C's account. However, C would be liable to pay the remaining balance, as it was considered that there was insufficient reason to require SP not to apply early termination fees.

17.0 Fraud

17.1

C received a Welcome letter from SP for a mobile phone contract, but C contacted the company to say that no agreement had been signed. It was later established that C's brother may have used C's details to obtain the contract, but it could not be proven whether this was initially with C's agreement or without C's knowledge. However, C did contact SP very quickly and SP had the opportunity to suspend the account much sooner.

The Ombudsman concluded that SP was unable to provide any evidence in support of its claim that C was liable for the money outstanding on the account and had definitely signed the contract form. Therefore, SP was required to clear and close the account, but C was required to return the handset to SP, if possible.

19.0 Installation

19.1

C complained that there had been an undue delay in SP supplying a telephone line because SP did not send an engineer to visit as arranged. C also complained that SP Customer Service representatives had refused to allow C to speak to a manager and had failed to call C back as promised. SP accepted that its engineer had not visited as arranged, and offered to make a payment to C as a goodwill gesture. SP had no record of the calls C said C had made to the company.

The Ombudsman was of the opinion that the evidence available suggested that SP's log notes were incomplete, and therefore decided to accept C's version of events. SP was required to make an increased payment to C as a goodwill gesture to recognise the inconvenience and frustration C had been caused.

21.0 International Roaming

21.1

C said contract with SP had been mis-sold as C could not receive text messages from a network in Norway. C requested cancellation without penalty and assurance that credit file was not affected. SP said it did not have an agreement with the network used by C's contacts in Norway and this was why the texts were not received. SP said its web site clearly advised of this and its price guide also advised of limitations.

The Ombudsman said that the onus was on C to check that C could send and receive texts from the network in Norway. This information was available on SP's web site. As C failed to ensure that C could use the service in Norway, prior to the commencement of the contract, then the Ombudsman could find no grounds for cancellation without penalty. The Ombudsman could also find no reason why C's credit file should be amended as any non payment should be recorded accurately. The Ombudsman required no further action from SP.

22.0 Internet Connection

22.1

C had broadband from SP for two months but then suffered very slow speeds and intermittent service. C complained to SP over five months. SP was unable to restore the service due to an upgrade of the line and the length of the line from the exchange. SP offered a credit for broadband charges and ceased the service. C asked SP to regrade the line and restore service. SP was unable to do so and C complained to Otelo.

The Ombudsman was unable to require SP to regrade the line or provide a broadband service as this was a commercial decision taken by SP. The Ombudsman required SP to refund all broadband charges from the start of the contract and to provide a goodwill payment in recognition of the shortfall in customer service.

22.2

C order broadband services from SP. Its provision was delayed by one month. C then had a loss of service when the line was upgraded. C requested compensation for loss of income. SP would not accept a claim for losses. C wrote to complain but did not receive a reply. C complained to Otelo.

The Ombudsman considered that C's claim for loss of income was not warranted as this was excluded by SP's Terms and Conditions. However, there had been some shortfall in the customer service provided. SP had not processed the broadband order promptly and had not replied to letters. The Ombudsman therefore required SP to provide a goodwill credit in recognition of the shortfalls.

22.3

C had agreed to broadband with SP but the monthly charge was more than agreed. C also complained that broadband speed was slower than with previous provider. C requested cancellation without penalty. SP said that C had been credited with the rental difference on their bill. SP explained that various factors can cause a broadband speed to degrade.

The Ombudsman examined SP's web site and advised that the offer C agreed to was for a reduced rental for the first six months. The difference in rental for the first six months is then credited to the first bill, which SP had done, although there did appear to be a shortfall in the amount credited. The Ombudsman also said that there was no evidence that C had contacted SP's helpdesk to troubleshoot with regard to the slow broadband speed. As a resolution the Ombudsman required SP to credit the account with the shortfall in the rental refund and to contact C to troubleshoot and investigate the slow broadband speed. The Ombudsman however could find no justified reason why the service should be cancelled without penalty.

22.4

C complained that they had experienced a drop in service quality from SP. C complained and SP investigated, but was unable to make improvements. It explained the issue was down to the line supplier's commercial decision over repair work. SP was therefore unable to assist C further.

The Ombudsman concurred with SP, that unfortunately nothing further could be done for C as far as quality of service was concerned. However, SP was required to make an apology for the misleading advice it provided and to allow C to terminate the contract without charge.

22.5

C had difficulty connecting to broadband and claimed compensation for damage to computer and laptop as well as loss of emails. SP agreed a credit for the lack of broadband service but would not accept a claim for damage to C's equipment. SP denied any inappropriate access to C's emails and their deletion. C wrote to ask for further compensation but did not receive a reply. C complained to Otelo.

The Ombudsman considered that SP had made a reasonable offer. The Ombudsman considered it to be C's responsibility to ensure their equipment was compatible and to back up any important files or data. The Ombudsman therefore considered that C's further claim was unwarranted. However, as SP had failed to respond to C's complaint, the Ombudsman required a goodwill gesture in recognition of the shortfall in customer service.

22.6

C encountered problems with registering the SP's internet service. C contacted the Technical Helpline but incurred high charges. C experienced a poor level of customer service. The SP offered to refund the call charges to Technical Support and made a goodwill offer.

The Ombudsman noted the SP's offer to refund C's call costs and required it to fulfill this offer. The Ombudsman was of the opinion that a shortfall in customer service had occurred and the SP was required to increase its goodwill offer and write a letter of apology.

24.0 Mis-selling

24.1

C stated that SP has taken over the telephony and broadband service without authorisation. SP stated that a registration error had occurred. SP offered a goodwill gesture. It was found that C was the victim of Slamming.

SP was required to make a goodwill gesture payment, by cheque, confirm that all services are cancelled, 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 service shortfalls highlighted in the report.

24.2

C complained that they had been mis-sold a product and that SP suspended their services for many weeks. C complained to SP which acknowledged there had been errors and that C had been sold a package that was not suitable for their needs. SP offered to waive the excess charges C had incurred as well as a generous goodwill payment. This was accepted by C

24.3

C received a telesales calls and agreed to a package from SP. C was in a contract with another provider but the sales agent confirmed this would be cancelled on a business to business basis as it was part of the same company. This was not the case and C had to continue paying his previous provider or pay an early termination fee. C tried to cancel but the transfer went ahead. C complained about the misrepresentation. After four months SP obtained a copy of the recording and accepted C had been misinformed. SP offered to recalculate the bills on C's previous tariff and offered a goodwill credit and agreed to release C from the contract without penalty. C rejected the offer and complained to Otelo.

The Ombudsman considered that there had been a shortfall in customer service and required SP to increase its goodwill offer to reflect the distress and inconvenience caused.

24.4

C agreed to a line rental, calls and broadband package with SP, through a third party dealer. The third party offered C free minutes and free broadband as an incentive to take the contract but it failed to include them on the original contract. It faxed C an amendment but failed to advise SP. SP refused to provide the free minutes and free broadband as it said they were not included on the original agreement and claimed that the third party dealer needed to pay it for any incentives it had offered. However, SP did agree that C had been offered the services.

The Ombudsman was of the opinion that SP was responsible to provide the contract as it had been offered to C. The Ombudsman required SP to recalculate the contract to include the free minutes, and to include free minutes and free broadband from now on. The Ombudsman also required SP to apply a credit to C's account and apologise.

27.0 Number Porting

27.1

C had an arrangement with SP that C retained a telephone number supplied to a previous address and the calls to the number were diverted to C's new number. SP subsequently cancelled the number and allocated it to another customer. C complained. SP eventually reallocated the number back to C. SP also offered a payment to C as a goodwill gesture. C thought the offer inadequate.

The Ombudsman acknowledged that C had been caused severe inconvenience but felt SP's offer was reasonable. SP was required to pay the amount to C.

28.0 Payments

28.1

C cancelled her telephone line with SP. An unauthorised payment was taken out of C's account. C tried to contact SP to have the money paid back into their account but they were unsuccessful after sending several emails and letters.

SP eventually issued a cheque for the overpayment but did not address their complaint.

It was decided a letter of apology and a goodwill payment was necessary.

28.2

C made an incorrect entry about Direct Debit payment arrangements on an online request for services from SP. SP provisioned the service but any payments it received from the Direct Debit were claimed back by means of an Indemnity Claim. C's account went unpaid and C experienced a loss of service. C agreed to a payment plan to meet outstanding charges but SP failed to update the Direct Debit information and continued to seek payment from an incorrect account which was then claimed back by the account holder. SP sent C letters demanding payments when it had agreed to the payment plan and if failed to provide C with a breakdown of the account which C needed to establish costs and payments.

The Ombudsman commented that there had been shortfalls in customer service in the manner in which SP had handled C's account and this had caused inconvenience to C. She directed SP to make a goodwill gesture to C and to send C a letter of apology, in recognition of the inconvenience caused.

29.0 Premium Rate Services

29.1

C received a bill which contained a large number of calls to a Premium Rate Service. C disputed these calls with SP. SP investigated the billing and concluded that the call charges were valid and advised C. C wrote a further letter to SP and they did not respond to this letter. The Ombudsman investigated the call logs provided by SP and

noted that valid calls had been made before and after the disputed calls and that C had not disputed these calls. It was concluded that as undisputed calls had been made before and after the disputed calls that the line was being used by a third party. The Ombudsman upheld the charges for the calls but awarded a gesture of goodwill for the shortfall in customer service as SP failed to respond to C's letter.

31.0 Reconnection

31.1

C contacted SP to organise connection of line at C's mother address and requested the previously disconnected number. SP agreed to do this and have the line operational in 24 hours. C complained that the line was dead and SP sent an engineer out after a fault was identified. SP changed the number and C received no notifications. C tried to contact SP many times by phone and complained in writing three times, but received no response.

The Ombudsman required SP to send a letter of apology and make a goodwill payment, which included an amount for loss of service.

34.0 Service Transfer

34.1

C requested a transfer of telephony services from one service provider to another and the transfer of an existing broadband account to a new address. Although C already had an existing line and call service at the premises something went wrong with the transfer of the telephony service that brought about a cease on the line. The result of this was that C was charged an installation fee and lost the ability to retain the existing number C had. It took three months for the line to be restored and for C to then be able to transfer the broadband account. The time taken to do this and the problems in changing the number caused considerable problems to C and C asked SP for compensation. However, as SP was only prepared to offer a credit for line rental and a small goodwill gesture. C complained to the Ombudsman.

The Ombudsman was satisfied that there were considerable shortfalls in customer service and she could not understand how an Engineer's visit had been required when C had an existing and fault free line, and she commented that it was only fair that SP should credit this charge. She also accepted that C had been considerably inconvenienced by the loss of the line for so long and that C had incurred costs arising from the unscheduled number change. The Ombudsman commented that there had been shortfalls in customer service and in recognition of them she directed SP to make an appropriate goodwill gesture to C and to send C a letter of apology.

34.2

C cancelled the transfer of telephone services to SP but SP transferred services without C's permission. C asked to transfer back to the original provider but had to pay for calls and line rental to SP. C continued to be charged line rental and C's service was restricted. C wrote many letters of complaint but did not receive any reply.

SP agreed to refund the credit balance and offered a goodwill payment. The Ombudsman considered there had been a number of shortfalls in customer service and required SP to provide a more generous goodwill payment, send a full apology and confirm the account was closed with a nil balance.

34.3

C took out a broadband service with SP. There was a delay in providing this and C later discovered that the line had been taken by another provider. C was advised that a credit would be given however C started to receive letters from a Debt Collection agency.

The case was resolved using mediation. It was agreed by between C and SP that an apology would be offered and a goodwill payment would be made to C.

34.4

C set up an account with SP but did not receive a welcome pack. C contacted SP who advised that the account was not with them and advised C to contact the previous supplier. C contacted the previous supplier but they found that the account was with SP. SP failed to send the welcome pack and failed to send bills for an extended period due to system problems. SP failed to respond to C's letters or offer any explanation. The Ombudsman investigated and found serious shortfalls in customer service and required SP to reduce the outstanding amount, send a letter of apology to C, and send a welcome pack and a copy of its terms and conditions so C could make an informed choice about the service. The Ombudsman also required the SP to allow C to pay the outstanding bill over an extended period.

34.5

C had connection problems with Broadband and reported to SP

SP failed to resolve to C's satisfaction has offered apologies call backs and daily rate compensation

The Ombudsman considered that SP offers are satisfactory but proposes a letter of apology and a goodwill credit for the inconvenience caused.

35.0 Stolen/Lost

35.1

C's phone was stolen whilst abroad. C reported the theft on return to the UK, by which time SP had already suspended the account, due to the high call charges. C considered SP had not taken adequate steps to prevent such high call charges being incurred. C disputed the charges, but paid the bill under duress. To reactivate the account, SP asked C to provide proof of identity. C did this, but SP confirmed it had misinformed C about the type of proof it required and asked for additional evidence. C sent this, but SP closed the account as it stated it did not receive the necessary proof from C. As a result, C was required to make a payment to the retailer and lost a cash back offer. C asked SP to refund these costs. SP declined but offered to make a payment as a gesture of goodwill, which C rejected.

The Ombudsman considered SP had acted promptly on receipt of the call data from abroad which showed unusual activity on the account, and considered C was responsible for the call charges. However, C provided proof that the information SP had requested in order for the account to remain open had been sent on time. SP's closure of the account was deemed to be indicative of unsatisfactory customer care. SP was required to provide a payment as a gesture of goodwill in consideration of the charges C incurred from the retailer and the lost cash back deal.