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2.0 Billing

2.1

C agreed to transfer their service from one SP to a new SP. Although C advised SP of the intention, C did not inform SP when the telephone service transferred. SP did not receive a disconnection request, and as such, C continued to be charged.

The Ombudsman found that SP had applied a credit to cover the calling plan and line rental charges that C incurred during this period of change. However, C remained responsible for the cessation fee, as the contract was cancelled within the 18 month period.

2.2

C had faults with line which C reported to SP. C stated was told bills would be waived. This did not happen and C incurred bank penalty charges. C requested refund of charges from SP. SP took time in dealing with this issue and as a result C withheld payment of the bills. SP then disconnected C and imposed penalty charge.

Ombudsman found that SP was waiting for written proof from C regarding charges; it was not appropriate for C to withhold payment; as C breached Terms and Conditions of contract, SP entitled to levy penalty charge.

Shortfalls in customer service were identified. Ombudsman required SP to refund bank penalty charge on production of proof; send confirmation of outstanding balance; send a written apology and make a goodwill payment for shortfall in customer service and inconvenience experienced.

2.3

C paid SP by Direct Debit. SP cancelled Direct Debit without reason or warning. C incurred payment processing fee. C requested a refund.

SP contacted the Ombudsman to advise the matter had been resolved with C directly. The Ombudsman wrote to both parties to confirm this.

2.4

C asked SP to provide a broadband service at a new property. SP used an incorrect postcode and failed to provide the service requested. It appeared that part of the delay was due to the fixed line provider. However, SP charged C for the connection and then took many months to refund the payment. C sent several complaints to SP by letter and email but did not receive responses on every occasion.

The Ombudsman noted that while SP did not provide the service C asked for it did refund the payment made. The service provision could not be guaranteed and while there was evidence of inconvenience C had not lost out financially as a result of SP's actions. The Ombudsman was of the opinion however that there had been a shortfall in customer service and SP was required to issue a goodwill payment in recognition of this along with a written apology.

2.5

C complained to their SP that they were being charged more for their overseas calls than agreed. The SP said it would rebate C but did not and continued to bill at the same rate. C said the Sp then started billing them for other services which were supposed to be free.

The SP did not provide a case file and there was little evidence provided by C. However, the Ombudsman had no reason not to believe C and required the SP to send a letter of apology and a gesture of goodwill.

2.6

SP disconnected two lines to C's business as a result of non payment of bills. One line covered the alarm system and the other the broadband service. C claimed to have written to SP several months earlier to advise of a change of billing address and to set up payments by direct debit. SP had no record of receiving the letter and C had not supplied any evidence to support the claim. In any event, the Ombudsman felt that it would be reasonable for a business to notice that it had not paid its telephone bills for several months and to make attempts to find out why direct debit payments had not been set up.

C claimed for loss of business and loss of reputation caused by the loss of broadband for 12 days. SP pointed to its terms and conditions that said it never paid compensation for loss of broadband or loss of reputation and that in any event it did not accept liability in this case. This seemed reasonable in the circumstances.

However, SP did accept that it had taken longer to re-connect the services than it would normally and that C had suffered inconvenience as a result. SP also accepted that it could have dealt with C's complaint in a more timely and efficient manner.

The Ombudsman required SP to write to C apologising for the delays in restoring service and dealing with the complaint. She also required SP to pay C a small sum as a goodwill gesture to reflect the inconvenience that C had suffered as a result of the delays in restoring service.

2.7

C was charged by SP in error for a second line. SP provided a partial refund and ceased direct debit. SP placed a bar on C's line and broadband. C made call and wrote to SP without resolution. C requested all monies refunded, reconnection, an apology and compensation.

SP contacted the Ombudsman to advise the matter had been resolved with C directly. The Ombudsman wrote to both parties to confirm this.

2.8

C received a letter from SP explaining changes to the agreement and advising that if C did not agree to the changes C needed to contact SP. The changes included an upgrade fee and a new minimum term contract. C failed to contact SP and was tied to a new minimum term contract. When the first bill arrived, including an upgrade fee C called to complain. C was seriously ill and asked SP to deal with C's son. C's son had difficulty complaining and SP claimed that it had no authorisation; it had. C died before the complaint was resolved and SP did not act sensitively. SP blocked transfer's to another provider and advised C's partner that it would chase for termination fees if the agreement was ended early. There were also a number of unexplained charges on SP's bills.

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

- explain the additional charges on C's bills. If they were not valid it was to refund them;
- terminate the contract without penalty;
- apply goodwill credits to the outstanding balance in consideration of the customer service shortfalls in this case; and
- send a final bill to C's estate. The bill also needed to make clear the reason for any additional charges so that the executor of C's estate could be confident that the outstanding balance was correct. If there was a credit balance on the final bill, the balance was to be sent to C's estate as a cheque.

The Ombudsman also recommend that SP considered breaking down the additional charges on its bills so that customers are clear about what they are being charged for.

2.9

C experienced problems with account set up. C decided to cancel service. SP debited C's account and then promised to refund amount taken. C was not provided with refund as promised.

Ombudsman found that C had received poor customer service. SP had not responded to C's complaint in a satisfactory manner. SP was also required to make a goodwill payment and provide the refund.

2.10

C contacted SP to request the installation of a telephone line. Two engineers attended C's property to advise that the work could not be done. C then received a bill for installation from SP. Despite requests, SP had not installed a phone line several months after C's initial request.

The Ombudsman directed that SP should write to C with contact details of a member of staff who could deal with the problem and to apologise for the shortfall in customer service. The Ombudsman further directed that SP should install the line free of charge as a goodwill gesture.

2.11

PICC request

2.12

C received a bill for calls made in excess of the call allowance. C was later advised of a text service that was on trial that gave your call balance when requested. C claimed that if C had known about the text service earlier, C would not have exceeded his balance. SP confirmed to C that the call balance was C's responsibility. It also advised that C had previously called Customer Service to check this balance. C also complained that they had received poor customer service when trying to resolve this issue.

The Ombudsman found that SP had acted correctly in its dealings with C and that the bill should stand. It advised SP to apologise for the confusing advice in relations to C's request for a call back from its High Level Complaints Department.

2.13

C moved house and wished to transfer their number. However, the SP set up three accounts and four different telephone numbers for C. C did know which their correct account number was and which bills to pay. The SP then sent one of the accounts to a Debt Recovery Agency. C paid this, but was unable to resolve the situation with their SP.

The SP cancelled all the accounts and set up a new account for C. The Ombudsman decided that the SP had to offer an increased gesture of goodwill and to also refund C for any mobile costs incurred.

2.14

C complained to SP regarding its introduction of a payment processing fee. C also complained they felt SP was trying to force them into a contract. SP did not respond to all of C's letters. C wrote to SP review service as the matter remained unresolved but

did not receive a response. In SP's actual responses it maintained the payment processing fee but the resolution became protracted due to a breakdown in communication.

SP did not provide the Ombudsman with a case file or supporting documents. In review the Ombudsman required the SP to: apologise in writing and apply a goodwill credit. In addition, to offer an explanation of its rationale behind its payment processing fee and to do so in writing.

2.15

C agreed a contract with the SP to provide a service at a fixed cost. However C paid what they believed to be the agreed monthly cost but the invoices were generally for a greater amount. C also states that the payments he had made were not included in his invoices. The account was frozen due to the outstanding balance increasing and C refusing to pay, C states that this caused considerable damage to the business.

The Ombudsman noted that the SP had provided an explanation for the bills and confirmed that all payments had been credited to the account. The SP was requested to provide confirmation that all payments made by C have been credited to the account correctly and provide details of this; reiterate its offer of agreeing a payment plan for the outstanding balance; make a goodwill payment in recognition of customer service issues; and send a written apology for the difficulties outlined within the complaint and any inconvenience these may have caused along with confirmation that the above remedies have all been implemented.

2.16

C was unhappy that SP repeatedly issued inaccurate bills despite C moving house a number of months earlier. SP did not respond to C's complaint.

The Ombudsman considered that the SP should take steps to provide C with an accurate bill and a goodwill gesture due to the lack of response and customer service issues.

2.17

C was unhappy that SP demonstrated numerous customer service issues and requested to transfer away without penalty. The SP disconnected C's service, but did not provide a response or confirmation on the status of the account.

The Ombudsman considered that the SP should allow C to terminate the account without penalty and provide a goodwill gesture due to the lack of response and customer service issues.

2.18

PICC request

2.19

C agreed to a broadband and telephone contract with a service provider, but never received a bill due to a technical fault. C complained to the company on several occasions as C was worried about receiving a very large bill. C also had concerns that the account had not been set up correctly.

It was informally agreed that SP was required to send C a bill once the technical fault had been fixed, apply goodwill credits to the account, reduce the balance owing by applying the Ofcom Ruling, contact C to discuss the details held on the account and send C a letter of apology.

2.20

C agreed to a mobile phone contract with SP, but had ongoing problems with the handset. C requested to cancel the contract early without incurring any early termination fees, but C and the company failed to agree a resolution.

It was informally agreed that SP would clear the balance owed on C's account, cancel the contract without applying any cessation fees and send C a letter of apology. C was required to return the handset in an envelope provided by the company.

2.21

PICC request

2.22

C requested telephone and broadband service with SP. C was informed there would be no setup charge but received a bill including a setup charge and 54 unrecognised calls. C disputed the calls and the charge. C requested that the contract be ended as they had not received a service.

The Ombudsman accepted that the SP had acted appropriately with regard to C's issues and provided an acceptable level of customer service. The SP was required to ensure that C receives no further bills and to send a letter of apology for receipt of any erroneous bills; send C a further letter to confirm the account is cancelled and that C owes no money; and make a goodwill gesture for inconvenience.

2.23

C took out a mobile handset contract with a 3rd Party retailer which offered cash-back terms. The retailer then went into liquidation and C was informed that the cash-back offer made with the handset could not be honoured. C approached SP to try to recover cash-back amount. SP refused on the grounds that the cash-back deal was with the retailer of the handset and it was only responsible for the network supply contract. SP tried to resolve the dispute and made two separate offers to C both of which were declined. C complained about poor customer service from SP throughout the period of the dispute.

The Ombudsman noted that it was clear that the cash-back deal was a contract with the retailer and not the SP and that the offers of resolution were generous in the circumstances. The Ombudsman also noted that the initial time delay in the handling of the dispute was evidence of a shortfall in customer service. SP was required to apologise and award a gesture of goodwill in recognition of this.

2.24

C complained about not receiving a credit back as part of the agreement with SP. SP advised that due to late payments C was no longer eligible for the credit back

SP upon investigation concluded that C may have been mis-advised. The Ombudsman found that there had been a shortfall in customer service. In recognition SP was required to apologise and make a goodwill payment.

2.25

C cancelled service with the SP; however, the SP continued to send bills. The SP offered to clear the outstanding balance and to close the account prior to investigation. The SP also made a goodwill payment in recognition of the shortfall in customer service.

2.26

Domestic Customer – Disputed Engineer’s visit charges.

The complainant experienced a fault with the line service and contacted the Service Provider about this. The Service Provider sent out an engineer and the fault was traced to internal wiring. The Engineer repaired the fault and the Service Provider applied charges to the complainant’s account for the repair work. The complainant was unhappy with this and complained to the Service Provider. The Service provider maintained the charges so the complainant complained to the Ombudsman.

The Ombudsman was satisfied that the complainant had agreed to potential charges at the time the arrangement for the Engineer’s visit was made and was satisfied that the charges had been correctly raised and that the complainant was responsible for them, but having noted that the Service Provider had offered to reduce the charges, as a gesture of goodwill, the Ombudsman felt it fair that the Service Provider renew this offer, and in concluding the case, directed that this be done.

2.27

C's telephone service was slammed and C was left without telephone service for two to three weeks at a time. SP offered a new contract at a reduced rate but before this was implemented C was slammed again. C cancelled the account and SP added early termination charges to the account based on the new contract C had agreed to. C wrote to complain but did not get a satisfactory response to letters. C complained to Otelo.

The Ombudsman considered that C had completed the original 12 month contract with SP and that C was responsible for charges up to the time C cancelled the contract. The Ombudsman considered that SP should apply a goodwill credit for early termination charges as the new contract had not been implemented before C was switched again.

2.28

C advises they were promised a credit which they never received. C is also disputing reconnection charges. SP advises it has no record of this credit and that the account number was changed. SP advises because the account number was changed it has not charged C a reconnection charge.

The Ombudsman found evidence of shortfalls in customer service. SP was required to apologise and award a gesture of goodwill in recognition of this.

2.29

C had telephone service with SP but the SP failed to bill C for the services. C was concerned that a large debt would accrue and made several complaints to SP, which was not responded to.

Since the complaint was raised, the SP corrected the billing issue and C made full payment of the account. The SP confirmed that the issue had been rectified.

The Ombudsman required the SP to make a goodwill payment and written apology for the poor handling of C's complaint.

3.0 Broadband

3.1

C was unhappy that charges continued to be raised for an internet service, despite canceling the service a number of years earlier. SP could find no evidence of the cancellation request and therefore considered that the charges should remain. However,

SP did offer a goodwill gesture in view of the shortfalls in service in regard to how the complaint was handled.

The Ombudsman considered that in view of the problems that the goodwill payment should be maintained. However, as there was no evidence to support that C had requested cancellation, it was decided that the charges should remain.

3.2

C requested a broadband service. C claimed that C experienced problems and therefore was being billed for a service that C did not receive. SP attempted to identify fault but issue was compounded as equipment was sent to wrong address which meant further delays. As a result C requested cancellation of service.

The Ombudsman found that C had received a shortfall in customer service. As there were delays in providing C with a service a fair outcome was to allow C to cancel his contract without penalty. C would however still be liable for other charges incurred on account. A goodwill payment was also awarded.

3.3

C requested a telephone and BB service from SP. However, the telephone and hub supplied did not work, C was unable to make calls or connect to the internet. SP sent a replacement but this also did not work. C remains without telephone or BB service.

SP has agreed a remedy with C prior to Otelo investigation. SP has offered goodwill equivalent to seven months BB rental along with a replacement telephone and hub.

3.4

C lost their broadband service and SP blamed a faulty modem. C refused to be charged for a replacement. C requested to transfer service. C advised they were charged for unused broadband service. C continued to receive bills. C requested compensation, an apology and confirmation no further payment was required.

SP contacted the Ombudsman to advise the matter had been resolved with C directly. The Ombudsman wrote to both parties to confirm this.

3.5

C entered into an agreement of services and could not connect to the broadband service. SP stated that C did not give it enough time to resolve the problem and cancelled both the telephony and broadband services within the minimum period. The Ombudsman found that SP had attempted to resolve C's issues and did not get a reasonable amount of time to complete the work. The Ombudsman considered that SP was warranted in applying termination charges as C left within the minimum period.

The Ombudsman required SP to make a goodwill gesture credit, against the outstanding balance, send written confirmation of the current outstanding balance setting out clearly the cancellation charges and a letter of apology for the failure to respond in writing to all correspondence sent.

3.6

C requested broadband service. C claimed compatibility issues and reported these to SP. SP provided C with conflicting information. As a result C incurred cost in respect of PC upgrade.

Ombudsman found that C had received a reasonable level of customer service. SP had made reasonable attempts to provide resolution. No further action was required.

3.7

C requested a BB service from SP. However, C states this did not work,

SP agreed remedy with C prior to full investigation from Otelo.

3.8

Business Customer – Compensation for Loss of Broadband service.

The complainant transferred line service to a new Service Provider and experienced a loss of broadband from another Service Provider. The complainant wanted compensation from the broadband provider but this was refused on the basis that the Service Provider had not been alerted about the change to be made on the line provider, and there was a requirement under the Terms of the Agreement for the complainant to have a line service from a specified Service Provider. The complainant was unhappy with this and complained to the Ombudsman.

The Ombudsman considered all the evidence and the Terms and Conditions and came to the conclusion that due to the terms expressed the Service Provider had no obligation to provide compensation to the complainant, and on this basis concluded that the Service Provider need not take any further action about the complaint.

3.9

C reported problems with BB connection but was informed it was a nationwide problem by the SP. The problems persisted for almost two months despite C changing router and employing a technician to investigate the problem. The problem was rectified prior to a visit from the SP's engineer. Further customer service issues were highlighted along with C claiming a loss due to the BB problems.

The Ombudsman required the SP to arrange for BT Open reach to investigate the "Junction Box" issue in more detail and report their findings to C; make a goodwill payment in recognition of the broadband difficulties and customer service issues; contact C in order for SP to consider an Actual Financial Loss claim for the period in question; and send a written apology for the difficulties outlined within the complaint and any inconvenience these may have caused.

3.10

C says they took out broadband with SP and informed it of the slow service and when the service was cutting out. C cancelled this within the 30 day cancellation period but C was charged a cancellation fee. C states they have received some shortfalls in customer service while trying to resolve their complaint. SP resolved this complaint without the involvement of the Ombudsman by making a goodwill payment.

3.11

C signed up for a broadband service but could not get connected. SP stated that a Digital Access Carrier System (DACS) was present on the line preventing provision. The Ombudsman found that C was responsible to ensure that all markers are removed from the telephone line before entering into an agreement of services. However, C was not show a level of service normally expected when contacting SP.

The Ombudsman required SP to cancel the broadband agreement without penalty and confirm this in writing, make a goodwill gesture payment, by cheque, for the delays, expenses, poor replies to contacts made and goodwill and send a letter of apology for the service shortfalls highlighted in the report.

3.12

C signed up to a broadband service and says that SP had advised that it could be provisioned. SP did not respond to the Ombudsman. The Ombudsman found that C had been induced into agreeing to the service on the basis that it could be provisioned but it could not. C was also not shown a level of service normally expected.

The Ombudsman required SP to cancel the broadband service without penalty, refund all charges taken for the broadband service to date (if any), make a goodwill gesture payment of and send a letter of apology for the service shortfalls highlighted in the report.

3.13

C moved to SP on the basis that it would provide a landline service and with the possibility of a free broadband service. C stated that this was agreed on the basis that this free service would be provided within a couple of months although it was understood it could not be provided straightaway and C confirmed agreement to a monthly charge.

There were delays and some difficulties requiring technical help for the service to be set up. On setting the service up the speed was increased following complaint by C but still the free service was promised but could not yet be provided. C continued to complain and SP made a number of goodwill credits on the account. C was not satisfied and requested refund of the broadband charges paid, set up of the promised service and considerable compensation. SP refused on the basis that it could not provide the service and that C had received goodwill amounts over the compensation requested.

The Ombudsman considered the goodwill gestures already awarded were proportionate to the shortfalls experienced by C. As SP could not provide the free service and C had contracted on the basis it would have been provided in the future C was to be allowed to cancel the agreement without penalty.

3.14

C moved house and the SP connected their phone and broadband services to the wrong house. It restored the phone service but the broadband service took longer. C was unhappy as C was disabled and when the SP said that if an engineer were to attend the property there would be a charge, C thought that this was discriminatory.

The Ombudsman decided that there had been a shortfall in customer service. However, the SP had legal and regulatory requirements and there was no evidence to say that the SP had acted any different that if C was not disabled. Whilst the SP had to make reasonable adjustments for C to receive the service, it did not have to make the service free.

3.15

C says they were informed they had to place separate orders for broadband and telephone line so this was done. C says they checked broadband was available but was told by SP it was not available due to exchange equipment. SP was sympathetic to this but there was nothing more that could be done. C made several telephone calls to SP via mobile phone and also sent letters. C received inconsistent and information which was considered as a shortfall in customer service.

It was recommended that SP should send a letter of apology and to make a goodwill payment.

3.16

C contacted SP to advise C was moving house and to transfer services including broadband and television packages. SP could not provide same broadband service at C's new address for technical reasons. SP placed order to stop broadband early in error. C not happy and raised dispute with SP.

SP refunded C for broadband service. Remaining charges were unpaid by C and account passed to debt collection agency.

The Ombudsman required SP to make a goodwill gesture and provide C with a letter of apology for the customer service shortfall.

3.17

C contacted SP regarding broadband problems. C requested to transfer service to another SP. C transferred but continued to receive bills from SP. C attempted to resolve with SP without success. C requested an explanation, confirmation account is closed, an apology and confirmation it did not affect their credit record.

SP contacted Ombudsman and advised the matter had been resolved directly with C. The Ombudsman wrote to both parties to confirm this.

3.18

C contacts SP to take up broadband offer. SP advises the offer is only available when LLU is complete. C accepts chargeable broadband in meantime. After LLU is complete SP cannot offer C the service because C does not have a compatible telephone number. This information is in SP's Terms and Conditions.

C complains that SP never contacted C to advise or keep updated. SP offers to provide service if C has compatible line and number. Alternatively, SP offers a goodwill payment and chargeable broadband service.

The Ombudsman required SP to: send C a letter of apology; and maintain its two offers.

5.0 Cancellation

5.1

C complained to the SP when it would not allow them to cancel their mobile contract. C advised that the SP had upgraded their mobile with the promise of a contract free service. The SP denied this, advising that it had placed a large credit on C's account as part of a new contractual offer. There was no evidence of the SP providing the service without a contract. It was concluded that the SP would not have applied such a credit without C being tied into a new contract. On this basis, it was concluded that C may have misunderstood the offer.

No further action was required to be taken by the SP.

5.2

C entered into a mobile phone contract, but shortly after the handset became faulty and had to be sent for repair. The handset was lost in transit and although C was offered a new model, it was inferior to the original one. C complained to the company on many occasions, but the matter remained unresolved and C was unable to use the service.

It was informally agreed that the company would cancel the contract early without applying any cessation fees, amend any adverse information placed on C's credit file in relation to the issues raised in C's complaint and send C a letter of apology for the shortfall in customer care.

5.3

C agreed to new contract. C experienced problems with the service. SP investigated and provided goodwill credits. C requested cancellation due to the service issues. SP accepted cancellation following the required notice period. However an outstanding balance remained. SP did not receive payment and implemented its collections process.

Ombudsman considered there had been a reasonable level of customer service and that SP had responded to C's concerns adequately. No further action was required.

7.0 Credit Control

7.1

C was a mobile telephone customer of SP. C asked for a PAC code which was given by SP by phone, SMS and post. C did not use the code and the account remained open. On receiving a bill C complained saying the account should have been closed. As a gesture of goodwill SP cleared the charges on the account following debt collection activity. C telephoned to complain some month's later saying that SP had marked C's credit file making it difficult to get a mortgage and house buying opportunities had been lost. SP cleared C's credit file as a further gesture of goodwill. The gestures were done on the basis that SP's adviser may not have verbally told C the account would remain active if the PAC was not used. SP maintained this term was notified in the terms and conditions of use sent by post to C. C argued that as the account was believed to be closed and a house move was imminent SP was not told of a new address. C claimed compensation for the effect the failure to close the account had caused.

C had provided little supporting information and from SP's case notes it appeared that a number of things were discussed including the final bill and the timescale for sending the PAC by SMS and post. The Ombudsman questioned how the final bill would have been delivered and if this was by post then C should have given a forwarding address. If this was by email then C would have been aware the account was open. There was no supporting evidence provided of the losses claimed, the credit mark or the basis of the mortgage rejection and in any event from the complaint these would be higher than the Ombudsman would be able to award and the matter would be best served by the Court.

8.0 Customer Service

8.1

C required an x-directory number. The SP has provided this as part of a PICC agreement

8.2

C raised a discrepancy with SP in relation to the telephone service. SP did not deal with complaint in a timely manner. During this period C had the line disconnected and also received a restricted service.

The Ombudsman found that C had received poor customer service. C's telephone fault was not identified in a timely manner nor was C provided with updates on his complaint. However, subsequent action taken by SP was fair and appropriate. SP was required to send a letter of apology.

8.3

Complaint related to the repair of mobile phone and phone insurance. C believed an agreement was in place that included phone insurance. It transpired despite assurances the insurance provision did not exist. C also wanted to a contract cancellation

The Ombudsman found that C had received a reasonable level of customer service. C had addressed the concerns incorrectly. SP was required to take no further action.

8.4

C had a previous complaint with SP and has recently noticed there has been a default notice placed on their credit file. C was informed as part of their last complaint that the outstanding amount should be paid. However, C says they did not receive a bill for this. SP says a letter sent to C informing them of the outstanding amount and a bill was sent. It is unclear whether C was sent any letters requesting further payment or not. As a result of this it was recommended SP should make a goodwill payment and once C has settled the remainder of the outstanding balance, it should make an amendment to the credit file.

8.5

C requested to transfer service from his previous supplier with the same number. C complained to SP when this did not happen the contract was cancelled prior to it starting but SP continued to bill.

SP failed to provide its opinion of the case and therefore made no recommendations.

The considers that the SP should waive all bills confirm in writing that C is no longer a customer provide a letter of apology and a goodwill gesture in recognition of poor customer service.

8.6

C received two nuisance calls which caused C inconvenience. C contacted SP for assistance. C was unable to resolve through SP's customer service. C wrote to SP's complaints department. SP did not reply. C requested compensation and an apology. SP did not provide a case file or supporting documentation.

The Ombudsman required SP to: provide a written breakdown of the costs and benefits of the services it can offer to assist him in the event of a reoccurrence of the calls in question; write a letter of apology; and make a goodwill payment.

8.7

C requested information from SP as a result of a fraudulent upgrade that was performed using personal information.

C requests compensation for the inconvenience and time spent dealing with this matter.

SP states that it is not at fault for the fraud and that the upgrade has been reversed with no financial loss incurred to C.

The Ombudsman requires SP to cancel data subject access request charge.

The Ombudsman requires SP to provide copies to C of the last two bills.

The Ombudsman requires SP to make a goodwill payment to C of £35.

8.8

C transferred the telephony services and requested for specific features to be applied to the account. SP failed to apply the features as requested and C made a request to cancel the agreement. SP failed to reply to the Ombudsman. The Ombudsman found that SP should offer C a penalty free cancellation due to C's poor experiences.

The Ombudsman required SP to cancel the agreement without penalty, make a goodwill gesture credit, against the final balance and refund any amount left over by cheque or BACS if any and send a letter of apology for the service shortfalls highlighted in the report.

8.9

C displayed an invoice received from SP for Data Card usage. SP maintained the charge. The Ombudsman found that the charge was correct and a result of other packages running behind the Data Card usage such as Anti Virus emails etc. The Ombudsman did not consider a refund was due in this case. However, C was not shown a level of service normally expected and this was a shortfall in service levels.

The Ombudsman required SP to make a goodwill gesture payment, for not advising C fully with regards to the cancellation process, not acting on a request with regards to the DD instruction and goodwill and send a letter of apology for the service shortfall highlighted in the report.

8.10

C complains that SP owed a refund and despite assurances over two months the cheque failed to arrive. C complained that SP failed to escalate her complaint. SP did not supply a case file.

The Ombudsman requires SP to send a written letter of apology; to confirm refund has been made and if not, to make immediate payment and to make a goodwill payment.

8.11

C bought a mobile phone over the telephone. However, when C received the phone it was not to the correct specification. C called to cancel the phone and was advised to take it back to one of the SP's stores. C did this but the store refused to accept it. C then wrote several letters to the SP without resolution.

The Ombudsman decided that C had cancelled within the time limits specified in the Distance Selling Regulation Act 2000. C had also suffered a shortfall in customer service from the SP. The SP was required to cancel the contract and to send a gesture of goodwill to C.

8.12

C arranged to have a line installed to a new home but SP failed to arrive on the appointed day. SP accepted this but said it had kept C informed at the time. SP did accept that its failure to arrive on the appointed day. C claimed to have been corresponding with SP by email but said that the complaint had not been resolved. C also claimed to have written to SP but not had a reply. C provided copies of both C's and SP's emails and C's letters. SP claimed not to have any record of the complaint beyond one contact.

The Ombudsman found that this represented a shortfall in customer service. They required SP to credit a sum for the missed appointment and a further sum for the shortfall in customer service. C had transferred services to another provider and SP had

charged an early termination fee. C claimed not to have been told about this at the time. The Ombudsman noted that SP had not been given the opportunity to explain it at the time but accepted that the contract term would have been explained to C when it was taken out. SP had said it could remove the charge if C returned to it. For these reasons the Ombudsman found that SP was entitled to charge the early termination fee.

8.13

C asked SP to amend postcode details on an account. SP failed to act on the request and as a result C did not receive any bills. C made payments but was unaware of the reason for the charges. C asked SP to provide copy bills but SP failed to respond. C then received debt collection letters. SP could not explain the account details to C.

The Ombudsman noted that SP had opened up two accounts in error although SP did not comment on its failure to amend address details. The error was a simple one that could have been resolved quickly but escalated due to SP's failure to respond. In view of the shortfall in service and delay in dealing with C's complaint, the Ombudsman required SP to issue an apology, goodwill payment, close the erroneous account and withdraw debt collection activity. SP offered to clear the outstanding balance, which the Ombudsman considered reasonable.

8.14

C complains that SP advised that the line would be terminated and C acted to prevent this in the first instance. However, the second termination proceeded. C complained to SP and SP referred C to the other service provider despite SP being contracted to provide the line. C explained that the issue had arisen due to a system failure and that this had caused C inconvenience.

The Ombudsman requires SP to provide a letter of apology for the shortfall in customer service; to cover the costs of installation/activation should C decide to return to SP once the line is re-instated and to make a goodwill payment.

8.15

C made a payment into an account which was not credited. A further payment was made but by that time the line had been disconnected. SP did reconnect the line before the investigation but shortfalls in customer service were identified in that a payment was not properly credited and correspondence was not answered.

SP was required to provide a letter of apology for failing to properly manage C's account and answer correspondence and to provide a goodwill gesture, in the form of a credit to the account.

9.0 Direct Debit

9.1

C requested a DD mandate from SP to set up a DD. C says that after repeatedly requesting this no Mandate was provided and charges were raised and service suspended. SP did not reply to the Ombudsman.

The Ombudsman required SP to reinstate C's service as a matter of urgency, clear the disputed outstanding balance to nil, as a goodwill gesture, make a goodwill gesture payment which covers call costs and goodwill and send a letter of apology for the service shortfalls highlighted in the report.

11.0 Disconnection

11.1

C returned from holiday to find his telephone line had been disconnected following a request from an unrelated TP. When the line was reconnected a different SP took permission of the line without the permission of C. This SP then charged C for cancelling the service.

The SP has failed to provide a case file.

The Ombudsman could see no reason why C should not be liable for the cancellation charges and required the SP to refund these charges. It required that the SP write to C, apologising for the inconvenience and the level of customer service arising from the complaint. In addition to this the SP was requested to make a goodwill payment to represent reasonable expenses of C and for the level of customer service provided.

11.2

C ordered broadband online and their telephone line was disconnected. This was due to an incompatible product or service on the line. It is unclear why C was not informed at the time of order entry about this. C complained to SP and it arranged for an engineer to attend to complete the necessary work. This engineer did not attend. A further engineer was sent who completed the work. C says they experienced poor customer service as due to the location of the call centre's. C sent letters to SP and they were responded to but not in great detail. It was recommended that SP should send a letter explaining why they was not informed about the incompatible service, to provide a rental rebate for the period of time C was without service, to send a letter of apology and to increase its goodwill payment.

11.3

C experienced a loss of service and was charged for the downtime. SP stated that C was refunded correctly. The Ombudsman found that SP had refunded C correctly and had not been provided with any supporting evidence that the charge was greater as C claimed.

The Ombudsman required SP to credit £120 to the account, cancel the account without penalty, and send a letter of apology for the service shortfalls highlighted in the provisional report.

11.4

C complained to the SP after it restricted his mobile telephone numbers. The SP advised that this was due to suspicious usage, and restored the service after C confirmed the usage was correct. C remained unhappy and decided to cancel all numbers. The SP complied and provided notice of the termination. C complained about early termination fees being applied, stating the SP had not mentioned these. However, it was noted that the SP's notice letter confirmed the charges it would apply.

In an attempt to resolve this matter the SP offered to reduce the termination fees, but this was rejected by C.

It was concluded that many of the SP's actions were good practice if it was suspicious about increased usage. However, there was evidence of some poor customer service being received, and the reduction offer was considered appropriate in such circumstances.

In resolution the SP was required to send a letter of apology, and maintain the proposed goodwill reduction.

11.5

C runs a small mail order business. C came into work one day to discover that SP had disconnected C's broadband line. C's bills were up to date and SP gave no reason for taking such action. C had to wait ten days for a new broadband connection. In the meantime C says that the business was adversely affected.

In the light of no evidence being provided by SP, The Ombudsman found that SP had acted inappropriately and required SP to forward a pack to allow C to claim business losses. SP was also required to send a cheque to C as a goodwill gesture.

12.0 Disputed Charges

12.1

C received charges for an engineers visit even though no such visit had taken place. C challenged the charge and was told that if they were paid a refund would be given. C refused to pay and this led to suspension of services. SP accepted responsibility for the charge and reconnected the service but did not credit the charge as agreed.

SP agreed to provide a cheque covering the charge and a goodwill gesture and to close the account.

12.2

C disputed reverse charge call charges from a foreign country. SP showed that numbers from the originating country had been called and that one such number was in C's account discount package numbers. No other numbers were complained about. On the balance of probabilities it was found that someone at C's property had accepted the responsibility for the reverse charge phone calls charges.

No further action was required of SP in this case.

12.3

C received a bill from SP which included a call to a premium Rate Service. C disputed making the call. SP investigated the matter with the network provider and confirmed that the call was correct and the charges stood. SP offered to place a call bar feature on C's line to prevent Premium Rate Services from being accessed in the future.

The Ombudsman directed that SP should maintain the offer of placing a call bar feature on C's line.

12.4

C identified a default on the credit file and contacted SP. C explained that reminders had not been received and was unaware of the debt. SP wrote to C explaining why the default had appeared and that it could not be removed

The Ombudsman requires no further action from SP other to allow C to make payment to show that the default was later settled.

12.5

C moved to an SP, but the SP failed to connect C properly. C could only make outgoing calls on free phone numbers or by using calling card. The SP failed to fix the problem and offered to send an engineer, but said that C may have to pay for the cost of the engineer. C refused and went to Trading Standards. The SP said they would cancel the account.

The Ombudsman decided that C had not had any service. The SP was required to forward a letter of apology and a goodwill gesture to C.

12.6

Mobile Phone User – Loss of mobile phone and unauthorised use while abroad.

The complainant went abroad with a mobile phone. Unknown to the complainant, the phone's Unique Identity Card (SIM Card) was stolen and unauthorised calls were made. When the complainant returned home the complainant discovered the loss and the call charges that had been incurred and complained about them to the Service Provider. The Service Provider explained that the account holder was responsible for the security of the SIM Card and for all call charges up to the point of the report of loss. However, the Service Provider as a gesture of goodwill did offer to make a contribution towards the charges that had been incurred, but the complainant was unhappy with this and complained to the Ombudsman.

On examining the Terms and Conditions of the Service Agreement and setting them against the circumstances, the Ombudsman was satisfied that the complainant was indeed responsible for the charges incurred. The Ombudsman commented that there had been no obligation on the Service Provider to make the goodwill gesture of making a contribution to the charges, but having done so, it was only fair and reasonable that it maintained it. Other than doing this, the Ombudsman concluded that the Service Provider need not take any further action.

12.7

C's line was damaged due to contractors carrying out work in the street. C was charged for the repair work by SP. C disputed the charges as it was not C who damaged line and the contractors were not working on behalf of C. SP maintained charges. After several contacts from C, SP eventually removed charges. However, C's line was disconnected due to non payment of the disputed charges. C contacted SP who offered to reconnect line and refunded charges raised by broadband provider. C did not want to set up a new 12 month contract which SP required. Ombudsman found that there was a shortfall in customer service provided to C. Ombudsman required SP to make an apology, a goodwill payment, and to allow C to cancel the contract within the 12 month period without penalty.

12.8

C states that SP has not provided a breakdown of credits applied, a copy of Terms and Conditions or confirmed that paper-billing will be provided at no extra cost.

SP confirms that T&C's have been provided and confirms how credits have been applied.

The Ombudsman requires SP to provide confirmation of credits applied, and explanation of paper-free billing,

12.9

C took out a contract with SP [for daughter] and was informed that a call bar would be automatically applied once call charges exceeded plan. C complained that many bills were above call plan before bar applied. C complained that SP allowed contract renewal but has not supplied detailed Terms and Conditions. C complained that SP had sent contradictory information.

The Ombudsman requires no further action from SP.

12.10

C states that he was advised to connect for a period of two weeks with SP for telephone services.

C states that he has been charged incorrectly to include reconnection fees.

SP states that it does not offer a service for a period of two weeks.

SP states that the fees charged are correct and disconnection was implemented due to non-payment of bills.

The Ombudsman requires SP to provide a written apology for shortfall in customer service and a goodwill credit to C's account.

12.11

C went abroad and had the handset stolen. Charges were raised which C disputed. SP maintained the charges as legitimately rose. The Ombudsman appreciated C's predicament but found the charges rose to be correct and were made before C advised SP of the handset loss. The Ombudsman was satisfied that SP had acted correctly and within its terms and conditions.

The Ombudsman required no further action from SP in this case.

12.12

C disputed reverse call charges with SP and withheld payment. SP advised C to make payment and proceeded to disconnect the service. It is unclear the date SP made the payment. SP advised that it would charge for the line to be replaced. SP raised a late payment fee. C complained that the line worked for three days and then failed and he has been billed.

The Ombudsman requires SP to provide a letter of apology for the shortfall in customer service; to supply details about the reverse call charges; to re-connect the service at C's property free of charge; and to make a goodwill payment once the line is re-instated.

12.13

The C requested a telephone service; however the SP billed the C for the service prior to connection being made. C paid the bill, however the SP sent conflicting information with regard to payments due, which resulted in the service being terminated. The Ombudsman required the SP to reconnect the line without charge, to send a full letter of apology and to make a goodwill payment in recognition of the shortfall in customer service.

12.14

C advised SP of a change of address but continued to receive bills for the old address. C reported this to SP but SP failed to investigate. C continued to receive bills. C made many complaints to SP but despite promises to investigate SP failed to advise C of the outcome. C cancelled the Direct Debit payment to SP and as a result SP applied payment administration charges. C sent written complaints to SP but SP did not reply on every occasion.

The Ombudsman noted that SP's log notes supported C's complaint. SP acknowledged this and made an offer to resolve the complaint. The Ombudsman was satisfied that the offer was reasonable, although an additional sum was required to allow C to check credit file information. The Ombudsman required SP to issue a letter of apology, confirmation that the billing error had been corrected, to refund the administration fee and to issue a payment to C as a gesture of goodwill for the shortfall in customer service.

12.15

C received an invoice from SP and disputed the raised charges. SP accepted that C's tariff had been changed and that charges were raised. The Ombudsman found that SP had changed C's tariff without sending confirmation of the change. C was disadvantaged financially and the Ombudsman considered that SP should reimburse C and offer a further goodwill gesture for the shortfall of service levels.

The Ombudsman required SP to make a goodwill gesture credit to C, which includes the credit offered and additional goodwill for time spent, lack of call backs, poor customer service, failure to adhere to its terms and conditions and goodwill and send a letter of apology for the service shortfalls highlighted in the report.

12.16

C says that an initial agreement was made to transfer services but was cancelled within the cooling off period. SP says that no cancellation request was made. The

Ombudsman could find no demonstration of a cancellation request. However C was not shown the level of service normally expected and this was a shortfall in service levels.

The Ombudsman required SP to make a goodwill gesture payment, by cheque or BACS, confirm that the account is closed with a nil balance and send a letter of apology for the service shortfalls highlighted in the report.

12.17

PICC Request

12.18

C received a bill from SP which was larger than C expected. C telephoned SP and was informed that SP had sent a letter to C which informed C of an amendment to C's tariff. The SP advised C that as C had not contacted SP within 30 days of this letter, then the new tariff had started. C complained that C had not received this letter, and that the features of the tariff were not applicable to C.

The Ombudsman concluded that C would have contacted the SP if C had received the initial letter, as C had no use for the features of the tariff. The SP was instructed to refund any payments C had made for the amended tariff, excluding call charges and line rental. The SP was also instructed to contact C to discuss more suitable tariffs. The Ombudsman also decided that SP had provided a shortfall in customer service and must credit C's account with a goodwill gesture, and send a letter of apology.

12.19

C was unhappy that bills containing unexplained amounts continued to be sent. C had to spent time contacting SP and was assured that the balance was inaccurate and would be withdrawn. SP later investigated the charges and withdrew them.

The Ombudsman considered that in view of the problems that SP should provide an assurance that C's credit file would be unaffected and also a goodwill payment due to the inconvenience caused to C.

12.20

C received a bill from SP for a broadband service, which C did not request. C queried the bill and was informed that SP had sent a letter some months earlier outlining the terms of a new contract. SP's letter placed the burden on C to contact SP if C did not want to change to the new terms.

C cancelled the direct debit facility and the line was subsequently disconnected.

C received a further bill which included an added charge for the reconnection of C's telephone line. Following this C received a further request for an additional charge but with no explanation for the charge.

C cancelled the order and SP billed C for an early termination fee and the remainder of the contract term.

The Ombudsman recommended SP refund a sum to C, this sum is broken down as follows:

- a) Termination fee
- b) Refund the connection fee
- c) Refund the additional charges
- d) Refund the early termination fee

In addition, SP should make a payment as a gesture of goodwill to C for the inconvenience and poor customer service experienced and provide a written apology.

12.21

C requested telephone and broadband service with SP and entered into a minimum term contract. C cancelled contract early. SP imposed early termination fees. C disputed the bills and termination fee. C reports that customer service was unsatisfactory and dispute was prolonged.

Ombudsman requested case file from SP. SP offered to clear outstanding balance, send written apology, and confirm that credit rating not affected. Ombudsman required SP to maintain its offer.

12.22

C contacted SP and asked if there would be a cancellation charge if C cancelled service. C was informed there would be no charge. C cancelled service and a cancellation charge was levied. C complained but did not receive satisfactory response. C contacted Otelo. After the Ombudsman requested a case file from SP, it contacted C and made an offer to resolve the case which C accepted. No further action was required.

12.23

Domestic Customer – Un-requested provisioning

The complainant enquired with the Service Provider about a call service and was surprised to find that the Service Provider went on to provision the service. The complainant requested that the Service Provider cancel the service but the Service Provider delayed and the complainant received bills for the service. The complainant complained to the Ombudsman.

The Ombudsman directed the Service Provider to close the account and confirm this in writing to the complainant. The Ombudsman commented that there had been shortfalls in customer service which had caused inconvenience to the complainant and directed the Service Provider to make a goodwill gesture to the complainant in recognition of it.

12.24

C says SP took payments from C's bank account.

Following submission of the complaint, C has confirmed a resolution with SP.

12.25

C states that SP is required to provide a refund for advance payment of a service that was not provided.

SP has not provided a case file or comment in respect of this case.

The Ombudsman requires SP to provide a goodwill payment to C.

12.26

C accepted an upgrade with the SP and believed the upgraded tariff to start straight away. C incurred a high bill and disputed the charges. The SP explained that the tariff would take effect from the next billing day and C disputed that they were told this. The SP produced a call recording and a confirmation letter sent to C which clearly stated the tariff would be effective from the next bill date.

The Ombudsman was of the opinion that C had not been mis-sold the SP's contract and they had been clearly told the tariff would start on the next bill date. The Ombudsman did not require the SP to take any further action.

12.27

C went into a mobile phone store and took out a data download contract. However, after a few weeks C realised that it was not as described in store and was not fit for purpose due to the restrictions. C complained to the company, but the contract was upheld.

It was informally agreed that the company would cancel the contract without applying any early termination fees, clear the remaining outstanding balance, send C a letter of apology and a pre-paid envelope to return the modem.

12.28

C had a contract with a telephone service provider, but decided to transfer to another company. C had asked the company whether any early termination fees would apply, but there was a long delay before C obtained a response. In the meantime C did transfer away and additional charges were applied to C's account, which C later disputed.

It was informally agreed that the early termination fees were valid as C had not completed the contract period. However, there was a lengthy delay before the company responded to C's query, which was considered to be a shortfall in customer care. Therefore, SP was required to apply a goodwill credit to C's account and send a letter of apology.

12.29

Business User - Failure to meet cancellation of service request.

The complainant was being provided with both a telephone and broadband service by the Service Provider. The complainant requested cancellation but the Service Provider only cancelled the telephone service and continued to send bills for the broadband to the complainant. The complainant disputed the charges and when the Service Provider maintained them, the complainant complained to the Ombudsman.

The Ombudsman was satisfied from the evidence that was available that the complainant had requested a cancellation of both services. The Ombudsman directed the Service Provider to close the account and to refund charges the complainant had made after what should have been the effective cancellation date.

13.0 Equipment

13.1

C was contacted by the SP to take out broadband service. C agreed to this but was unable to install the equipment. C complained, however, the SP failed to take any action and continued to raise charges. Prior to investigation, the SP offered to clear the outstanding balance and to refund broadband charges. C accepted this as resolution to the complaint.

14.0 Faults (Equipment)

14.1

C took out a mobile phone contract, but the handset was stolen. This was replaced with a different model, but the new handset developed faults. The phone was sent for repair,

but C remained dissatisfied with the service and requested to cancel the contract without incurring any early termination fees.

It was informally agreed that SP would cancel the contract, clear the balance owing on C's account and send C the PAC code. SP was also required to send C a goodwill payment and a letter of apology for any shortfall in customer care.

14.2

C's handset developed a fault so they contacted SP about this. C confirmed they had not been using the 3 SIM and this was confirmed by an account note that requested an unlocking code several months before the handset was faulty. In SP's terms and conditions it states that a phone must be topped up within a minimum period or the contract would be deemed as terminated. As C did not use the SIM for a number of months SP confirms this was deemed terminated and therefore at the time of complaining C was not a customer so it could not provide a repair. SP also states that as the unlocking code has been requested the handset was not covered by the manufacturers. C sent a letter to SP but it does not appear she received the reply that was sent. It was proposed that SP should send a letter of apology for any inconvenience and upset that may have unintentionally been caused for not returning calls.

14.3

C complained of experiencing faults with receiving faxes. This was resolved by SP at its own expense. After upgrading to VoIP, C experienced problems with telephone calls. When it became apparent that this was caused by varying Broadband speeds, SP converted C's lines back to standard technology at its own expense but left C with the financial advantages of the upgraded service. C wanted SP to remove the system and cancel the contract. As all the faults had been rectified at SP's expense, it seemed fruitless to remove the system. SP had compensated C for any inconvenience by allowing C to retain the financial benefits of the upgrade. C complained that SP had failed to respond to complaints but records showed that SP had responded to them. In the circumstances, the Ombudsman did not require SP to take any further action in this case

14.4

C bought a mobile phone from an SP. C complained that the phone was damaged and constantly overheated. The SP replaced the phone. Later C complained that the coverage was poor and that the camera was not the same quality as the previous one.

The Ombudsman decided that C was aware of the quality when C accepted the replacement. Also, C's use of the phone did not indicate that there were network problems and C had not called to complain about any problems. The SP was required to take no action.

15.0 Faults (Line)

15.1

C lost their telephone number and service. SP accepted that a system error had occurred and that this resulted in C losing service. SP stated that this was resolved. The Ombudsman found that C had been inconvenienced with regards to the loss and levels of service when contacting the company.

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

15.2

C encountered a fault on the telephone line, however SP failed to resolve this in a timely manner. C also encountered further problems with an internet connection.

SP initially failed to respond, but later offered a goodwill gesture which C accepted.

15.3

C experienced interference on C's landline which resulted in two engineers' visits taking place. A fault could not be identified with SP equipment so C was charged for the visits. C disputed these charges and these have been removed on both occasions. C is still experiencing problems.

The Ombudsman concluded that the SP had acted reasonably by withdrawing the engineer charges but realised that C was still experiencing problems. The Ombudsman instructed SP to arrange a visit from an engineer in an attempt to identify the problem. If the fault was identified then the responsibility would be on that party to remedy the fault.

15.4

C lost his telephone service his telephone and broadband service. C was advised that there was a problem with the telegraph pole. C contacted SP on a regular basis. C was without a service for around 5 months, during which time the calls were diverted via mobile for which C was charged.

SP has already reimbursed a sum and the Ombudsman recommended SP credit all charges on C's invoices for a five month period and pay a sum to recognise the shortfall in customer service experienced.

18.0 Information Disclosure

18.1

C states that SP has applied an adverse note on C's credit file.

SP states that it has not received any complaint correspondence from C.

The Ombudsman requires SP to provide a response to Cs concerns.

19.0 Installation

19.1

C contacted SP to order service at their new property as they were moving their business. SP placed orders for service as agreed with C. SP was informed that there was insufficient line plant available to provide permanent service. SP then offered temporary service as a solution. C then took out service contracts with another SP. SP provided temporary service without broadband. C requested compensation. SP explained not due formal compensation but offered a goodwill gesture. C rejected and requested compensation to take into account business losses.

The Ombudsman required SP to: maintain its goodwill offer and confirm this in writing; apologise to C for shortfall in customer service.

19.2

C complained because they were trying to transfer their line. However, after six months this still had not been done. The gaining provider blamed the losing provider. However, the losing provider said that there had not been any request.

The Ombudsman decided that it was the responsibility of the gaining provider to transfer C's line. As the losing provider said it had no request then C needed to go back to the new provider. However, the losing provider had failed to respond to C's initial complaint and was requested to apologise and forward a gesture of goodwill.

19.3

C had a dial up connection with SP which was not adequate for C's needs. C then changed to a broadband connection but after failing to install it and time spent trouble shooting C was advised that C was too far from the exchange. C complains of a loss of earnings and requested compensation for time spent and stress. SP failed to provide a casefile.

The Ombudsman decided that all associated broadband costs should be credited as goodwill and a further goodwill gesture was required for poor customer.

21.0 International Roaming

21.1

C was unhappy about receiving a bill that included charges for international roaming to a specific country. C states they were not in this country at the time. SP completed an investigation into the charges and informed C of the outcome and the charges were maintained. SP confirmed although C was not in the destination country, the handset locked onto the network as they were in the same zone. SP offered to make a credit to the account as a gesture of goodwill but this was refused by C.

It was recommended the SP maintains its offer of a goodwill payment.

22.0 Internet Connection

22.1

C had problems with broadband service, and lost total service on it. The service remained down for a long period of time.

Following the issue of the complaint, C confirmed SP had resolved the case to C's satisfaction.

24.0 Mis-selling

24.1

C states that SP provided misleading information in its sales call.

SP states that C did not cancel within the 7 day cooling off period and that C was aware of the Terms and Conditions of the contract.

The Ombudsman requires SP to allow cancellation of the contract without penalty.

24.2

C was contacted by SP and was told by SP that it would provide broadband at a certain price. C agreed to the service. C received first bill which was much higher than C was told it would be. C complained but did not receive satisfactory resolution. C contacted Otelco. After the Ombudsman brought the complaint to the attention of the SP it contacted C and made C an offer to resolve the case which C accepted. No further action was required by the Ombudsman.

24.3

C received an unsolicited call from SP and was advised that C's existing provider had in fact been taken over by SP. On this basis, C agreed to transfer the account. However, C subsequently received a letter from C's existing provider querying why C had transferred away from it. Following C's complaint SP initially agreed to listen to sales call but then did not respond to any correspondence thereafter. SP also initially refused to free C's line and allow for it to be transferred to existing provider until the regulator intervened.

SP did not provide a case file for investigation and therefore, it was proposed for it to confirm to C that the account was closed with a zero balance, ensure no information had been passed to C's credit file and also to provide C with a goodwill payment and apology.

24.4

C had given SP notice to cancel a contract but was then contacted by SP regarding an extension to this. C agreed on the basis that C still had credit left on the previous account. However, C then incurred charges once the credit had been used when C tried to cancel, was advised of the minimum contract term and subsequent charges. C felt that C had been mis-sold the contract and complained to SP but remained unhappy with its response.

No recording of the sales call could be provided due to the time passed since the contract was agreed to but, from the information provided, the investigation was satisfied that SP had provide C with the required information. Although it was acknowledged that C may have been mis-led, it was also acknowledged that C may simply have mis-understood. The investigation found that since C's complaint, it had agreed to close the account early on the basis that C paid for C's usage up to that point. The investigation was satisfied that this was fair and reasonable and no further action was proposed.

24.5

C took out two contracts with SP, one for a relative and one for C. The one for the relative had to be taken out on a redemption basis as it was the only way to obtain the handset the relative sought. The C has no issue with that. C maintained the second contract was for air time only and that a loyalty credit was to be applied to the balance of the account. Although SP acknowledged this was correct, it maintained that C contacted it days later only to alter the contract and at this point the credit was moved onto a

redemption footing. C disputed this and stated that money has been debited that ought not to have been taken. C also claimed that C was promised a cheque payment by way of remedy, yet the phone was then disconnected due to non-payment.

From the evidence and information provided, the investigation found that SP should close the account with a zero balance, provide C with a goodwill payment and apology and also ensure no adverse information had been passed to credit agencies.

24.6

C took out an advertisement for their business in a phone directory offered by SP. C stated that the advert in fact appears in the wrong section of the directory. SP accepted an advert for an alternative service spans above the SP's advert, effectively cutting it off from the other adverts in its section. However, it notes that the advert appears in the correct column for its relevant section. SP pointed out that its Terms and Conditions afforded it discretion for the placing of adverts.

The Ombudsman was of the opinion that SP had positioned the advertisement satisfactorily, as set out in the Terms and Conditions. No further action was required.

31.0 Reconnection

31.1

C attempted to have a line fitted by SP. SP made appointment but C could not attend and could not cancel appointment. Engineers failed to turn up to other agreed appointments. C has also yet to receive a bill from SP.

The Ombudsman identified several failings in customer service and required the SP to send a written apology and make a goodwill payment.

32.0 Refunds

32.1

C left SP in February 2007. C was owed a refund, however; by May the refund had not been received. C contacted SP on a number of occasions, and despite an assurance in March 2008; the payment was not received. SP acknowledges that the refund has not been sent.

The Ombudsman required SP to send the refund and award a gesture of goodwill, as well as write a letter of apology in recognition of the delay in issuing the refund.

32.2

C disputed a payment taken by SP as a service was not provided. SP accepted that C was due a refund. The Ombudsman found that C was due a refund but had not been shown a level of service normally expected.

The Ombudsman required SP to make a goodwill gesture payment, which includes the disputed refund, delays, poor response to contacts made and goodwill and send a letter of apology for the service shortfalls highlighted in the report.

34.0 Service Transfer

34.1

C received a letter from the current service provider that SP had requested to take over the phone services. C advised that this had not been requested and C's current service provider cancelled the transfer. C's phone services were cut off several months later without notice. C contacted the service provider and was told that SP had taken over the service. C complained. SP advised that it had not taken over the lines and had no details of C. C admitted that C had received no communication from SP

The Ombudsman directed that SP should write a letter of apology to Ms Cook for failing to reply to her letters.

34.2

C requested telephone service with SP. However C cancelled the service within a few months of it being activated. The SP made an early termination charge and C disputes this charge.

The Ombudsman could see no reason why C should not be liable for the charges. It required that the SP sends a written apology for the level of customer service and any inconvenience that may have been caused. In addition to this the SP was asked to make a goodwill payment in recognition of customer service issues. .

34.3

C requested a service from SP. However, C had difficulty in setting up and connecting to the service. C then had to change to a different SP.

The SP has made an offer which has been accepted by C prior to Otelo's investigation.

34.4

C switched service providers and found out from bank statements that both providers were taking payments from C's account. C contacted SP who informed C that the other service provider had not put the order through to transfer. C has been going back and forth between both companies to find out what went wrong. C has made numerous telephone calls to SP.

The Ombudsman required no further action from SP.

34.5

C requested to change providers but changed their mind and informed the SP within the agreed timeframe. However the SP still made a charge for early termination of the account despite it not being closed. C complained but the SP did not investigate as it believed C had already received a refund.

The Ombudsman noted that the SP had accepted that it had made the charge incorrectly and failed make a refund. The SP was requested to arrange a refund of the incorrectly charged early termination fee; make a goodwill payment in recognition of customer service issues; and send a written apology for the difficulties outlined within the complaint and any inconvenience these may have caused.

34.6

C contacted noted a transfer request had been made by SP for the line. C did not instigate this transfer request and contacted SP. SP stopped the transfer of telephone line but there appears to have been difficulty with the broadband account. C states that these difficulties caused them disruption and expense. C requires compensation. The SP failed to provide any information or documentation to assist in the investigation of this complaint.

The Ombudsman required the SP to send a written apology for the difficulties and inconvenience caused by the disruption to her broadband following the transfer cancellation; and makes a goodwill payment of £50 in recognition of customer service issues along with any distress and inconvenience this complaint may have caused.

34.7

C experienced difficulties with the transfer of his service when moving to a new house. C has also highlighted various customer service issues. The SP has not provided any information to assist with the review of this complaint.

The Ombudsman required the SP to confirm to C that a 'Daily-rate rental credit' has been applied to their account as outlined within the 'Customer Service Guarantee'; make a goodwill payment for the difficulties and inconvenience experienced during the transfer of the line and in recognition of customer service issues; and send a written apology to C for the difficulties outlined within his complaint and any inconvenience these may have caused along with confirmation that the above remedies have all been implemented.

34.8

C complains that SP failed to action a change of user request despite completion of the paperwork and repeated reminders from C. SP acknowledged that it had failed to process the order and agreed to clear the outstanding balance. C complained that his complaint had not been handled appropriately. SP had failed to adequately address C's concerns and on one occasion lost the letter.

The Ombudsman requires SP to send a letter of apology for the shortfall in customer service; to remove the current balance and update the credit profile; to contact the debt collection agency immediately and notify it that the debt has been cancelled; and to make a goodwill payment.

36.0 Tariffs

36.1

C says that SP changed the prices for a multimedia messaging service but failed to provide notification in accordance with the terms of the contract. As a result C's charges increased but C was unable to leave the contract without penalty because the cancellation period had expired when C became aware of the new charges. C complained to SP but SP claimed that the changes were due to a third party retailer. C continued to complain and then received confirmation from SP that it had changed the contract charges. C asked for a refund of the tariff charges for the period during which a reduced package could have been available.

The Ombudsman noted that C had not reported any problems with the tariff until the contract ended. Therefore SP had not been in a position to make any offer to reduce the charges. By that time C had enjoyed the full package and appeared to be asking for a refund of the parts that C had not used. The Ombudsman also noted that C had been a customer of SP for several years prior to the new contract and therefore was likely to be aware of the new charges. However, the Ombudsman did note that SP had provided inconsistent advice on a few occasions and in view of this a goodwill payment and apology was required.

36.2

C spoke to their SP and decided to upgrade their call package. However, C said they would call the SP back to complete the upgrade, but the SP went ahead and upgraded C's call package. C then refused to pay as they had not wanted to upgrade. The SP did not respond to C and cut C's line off for six months. The SP then sent the debt to a debt recovery agency.

The Ombudsman decided that the SP should not have processed the upgrade. Because it failed to respond, C then refused to pay. There was a clear failure on behalf of the SP to respond that exacerbated the complaint. The SP was required to apologise and to increase its offer of a goodwill gesture.

38.0 Terms and Conditions of Contract

38.1

C had been with SP for a few years and C's contract was up for renewal. SP offered free call time if the line rental and broadband was paid. When C received the bill C was not given the contract as agreed.

Following the submission of the complaint, C agreed a resolution with SP.