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1.0 Auto Diallers

1.1

C was notified by SP that a number of calls had been made to Premium Rate Service (PRS) numbers. SP placed a bar on C's account to prevent the calls from being made. It was later established that the calls had been made by a piece of dialler software that had been downloaded onto C's computer. C complained that as C had not made the calls, C should have to pay for them. SP stated that C was responsible for the security of C's computer equipment, and therefore should pay for the calls made.

The Ombudsman agreed with SP that C was responsible for the security of C's computer equipment, and therefore should pay for calls made from C's computer. It was also decided that SP had taken appropriate action once it had detected the unusual call pattern. No further action was required.

2.0 Billing

2.1

C cancelled an account with SP but SP continued to bill C for the cancelled service. SP accepted that this was the case and that it had failed C, caused distress and provided poor customer service.

SP was required to refund all monies that had been overpaid, provide a small goodwill gesture and a letter of apology.

2.2

C complained that SP was billing for a service that was no longer used. SP investigated and found that it had experienced a technical fault that meant charges were applied late, but in accordance with its service conditions.

The Ombudsman required SP to provide evidence to C that this was the case, as it was not clear from the information available to C. SP was also required to make an apology and pay a small goodwill gesture in recognition of a shortfall in customer service.

2.3

C requested services from SP and set up a Direct Debit arrangement to pay for the services. SP sent C billing showing that charges on the account were being met. However, this was not the case and C then received debt recovery letters for an outstanding balance on the account. C contacted SP and it was discovered that SP had incorrectly applied C's bank details into its system. C paid the outstanding balance but

two days later C's service was disconnected due to bad debt. C tried to have the service re-connected but found that SP was unable to help. C went elsewhere for service and sent letters of complaint to SP that went unanswered.

The Ombudsman decided that there had been a large number of shortfalls in customer service in this case which caused inconvenience and costs to be incurred by C. Whilst she noted that SP had already applied a small goodwill gesture to the account she felt that this was not enough to recognise the level of those shortfalls. She decided that SP should make a further goodwill gesture to C and send C a letter of apology.

2.4

The Ombudsman concludes that insufficient information was made available to him to determine whether C was misinformed about the pricing. However, it seems that the first advisor C spoke with did not have access to an up to date pricing list. The Ombudsman considers this a shortfall in customer service and suggests SP updates its advisors with current information especially when the Update magazine refers to price increases. The Ombudsman welcomes SP's action in signposting C to where C can find current pricing information.

Based on the information made available to him the Ombudsman considers that C's bills have been thoroughly checked and are correct. The Ombudsman accepts that mobile call charges differ depending on what time of day they are generated and to what network they are connected.

C complains of a poor customer service however the Ombudsman accepts SP will respond to correspondence by telephone whenever possible and this is not indicative of poor service.

The Ombudsman requires SP to take no further action on this complaint.

2.5

C complained that SP had not billed the account for eight months and that letters sent in this regard had not been answered. C was also concerned that a credit that had been offered as part of a promotion that was responded to and which C qualified for, had not been confirmed. In response to this complaint SP accepted all issues raised and made an offer to settle this matter.

The offer was considered appropriate and SP was required to provide a letter of apology, a goodwill gesture, a bill ensuring that this will only bill C for calls on the account that were not over six months old. In addition, C was to only be charged for line rental three months in arrears and three months in advance and to demonstrate that the credit offered as part of the promotional offer which C qualified for had been provided.

2.6

C's bills exceeded the credit limit applied to the account and therefore C requested that the bills be reduced. SP stated that the credit limit is for business purposes and not used to apply a bar to the account. C complained to SP in writing, but no responses were received. SP supplied information to show that C received literature to say that if the call limit was exceeded, C would be liable for the call charges.

The Ombudsman concluded that C had received incorrect advice and poor service, as SP failed to respond to the letters. SP was required to provide a goodwill credit and a revised bill for payment by C. SP was also required to provide a letter of apology for the poor customer service received.

2.7

C contacted SP to dispute international calls on the bill. C stated that the calls had been made through a prepayment card and therefore C had been charged twice. SP investigated C's complaint, but the charges were maintained. C complained again to SP and SP sent a letter of deadlock.

The Ombudsman concluded that there was no evidence to support C's complaint or that SP had failed to deal adequately with C's queries and complaint. Therefore, SP was not required to take any further action in this case.

2.8

C contacted SP to complain that bills had not been received. SP admitted that there was a problem with the system and it was trying to rectify this. However, this took several months.

The Ombudsman concluded that C had received a poor customer service from SP and required SP to apply a goodwill credit to C's account and send C a letter of apology.

2.9

C said had not received bills from SP and so therefore did not make payment. C now has a default on credit rating. C said C required VAT receipts for business purposes. C sent letters to SP but received no response. SP said that C had requested online billing and all bills were available for C to see. C registered account as residential and therefore SP was not obliged to send VAT receipts for business purposes. SP said it had responded to C and had made an agreement with a third party to credit the account with goodwill and send copy bills.

The Ombudsman said that he could find no justifiable reason why C had not made payment to SP. The Ombudsman confirmed that SP was not obliged to provide VAT receipts for a residential account. The Ombudsman confirmed that SP had responded to

C's letters. The Ombudsman said that the goodwill offered by SP was acceptable in recognition of any service issues.

2.10

C complained that SP charged for a service that had ceased. When C requested a credit reference, there was a default notice on it. SP stated that the account had been closed due to non payment.

The Ombudsman considered that whilst C had a responsibility over the account, SP had not adequately explained the requirements or C's responsibilities. SP was required to cancel half the termination fee only as C should remain liable for it in part. C was also recommended to clear the outstanding balance.

2.11

C received a bill from SP and found international call charges for calls that C maintained C did not make. C complained to SP but the charges were maintained. In this instance the Ombudsman was satisfied that the disputed charges were correct and had been made over C's line. SP would not have been in a position to have been alerted to such calls. The Ombudsman was also satisfied that SP had provided C with an adequate level of customer service. Therefore, the Ombudsman required no further action from SP.

3.0 Broadband

3.1

C ordered broadband service but did not receive it on time. Furthermore the modem was not delivered despite further attempts made by TalkTalk. The Ombudsman noted that C had received a shortfall in service levels and required SP to provide an apology, goodwill payment and cancel the broadband service without penalty.

3.2

C requested broadband from SP and SP agreed a live date. The service was not provided and C complained to SP. SP claimed that there was an issue with the line that prevented the service being applied. However, when C chased the matter with the previous provider it advised that SP should be chasing the issue. C wrote to SP but SP failed to respond.

The Ombudsman was of the opinion that there had been a shortfall in customer service. Although it was possible that the service could not be provided, SP should have communicated that to C. SP was required to issue a written apology and to confirm whether the service could be provided. If so, SP was to advise of the action that was required, if any, and to issue a goodwill credit.

3.3

C contacted SP with issues relating to broadband, delays, MAC, poor customer service. SP accepted a delay in provisioning broadband and offered a goodwill credit.

It was concluded that C had received service shortfalls with regards to a failure to provide a broadband provision, receiving a no reply to correspondence, delays and endured unnecessary waiting times upon calling the company. These were clear service shortfalls.

In full consideration of the facts and issues surrounding C's complaint against SP:-

SP should maintain its credit offer for the delays in broadband provision, maintains its offer of the further credit and write to C to advise what the credit relates to, contact C directly via telephone, to ensure that he has an active broadband service, offer a further goodwill gesture, by cheque, for the overall poor experiences and with the unnecessary waiting times in contacting the company and having to continually provide a MAC and send a letter of apology

3.4

C agreed to telephone and broadband services from TalkTalk, but there was a long delay before the services were activated. C complained to SP, but SP failed to reply.

The Ombudsman concluded that SP was required to provide C with a goodwill payment, a letter of apology, a refund if appropriate and release C from the contract without applying an early termination fee. SP was also required to revise C's account to reflect the delays.

3.5

C signed up to a broadband service with SP but despite contacts was not able to connect due to difficulties in logging on. SP admitted there had been a shortfall in service levels and proposed to clear the termination fee for cancelling the broadband service. The Ombudsman was of the opinion the goodwill gesture was fair and reasonable and recommended C to accept. In addition SP was required to provide C an apology and a goodwill payment.

3.6

C received the broadband service approximately two months late and when the broadband service was finally installed the charges on the bill were incorrect. SP advised that the delay was to a matter outside its control. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition a goodwill payment; to ensure that a refund was made to the broadband service account for a certain period in which the broadband service was not available; to advise whether the broadband line rental was supposed to be free for the first three months and advise if the

bills correctly reflected the package offered; and to provide a full detailed breakdown of the package and explain whether the charges SP is seeking from the customer are correct.

3.7

C experienced on going problems with Broadband connection. SP identified a fault on the line, but the issues remained unresolved and C continued to be without a Broadband service.

The Ombudsman considered that SP appeared to have taken reasonable steps to resolve the line fault. However, it was acknowledged that C may have received conflicting information about the reasons for the connection problems and that C had been without a service for some months. It was unclear whether C's connection problems had now been resolved. Therefore, SP was required to contact C to confirm there were no faults on the line and apply a credit, as a gesture of goodwill in respect of the inconvenience the faulty Broadband service had caused. SP was also required to maintain its offer to provide C with an opportunity to arrange for an engineer to visit C's property, on the understanding that C would be liable for the cost if C's equipment was found to be faulty.

3.8

The Ombudsman concludes due to a major service fault C lost use of the business broadband service. In addition C experienced problems with the domain that affected the business Website and email facility. As a result C claims the business suffered costs and losses. The Ombudsman considers that SP cannot guarantee a fault free service at all times and took action to rectify the service failure. The Ombudsman accepts C suffered inconvenience and the business was disrupted by this fault however he acknowledges SP is not contractually obliged to pay compensation for consequential loss. The Ombudsman considers that the customer service issues, costs and inconvenience and downtime were reviewed as part of SP's previous goodwill offer. The Ombudsman is satisfied that this offer is reasonable and requires no additional payment.

In summary the Ombudsman requires SP to make a goodwill gesture; and issue a formal letter of apology.

3.9

C applied for broadband with SP and says was informed that dial up call costs would not be charged whilst waiting for the service. SP could then not provide the broadband. C then received a bill from SP charging for dial up calls. C disputed this with SP and sent letters and made numerous calls without resolution. SP said that it could not provide broadband due to capacity issues with C's exchange. SP said it had not informed C that dial up call costs would not be charged. SP admitted it had not responded to C's letters due to human error.

The ombudsman said that there was no evidence to show that C was informed that dial up call costs would not be charged. However in recognition of the shortfall in customer service the ombudsman required SP to refund 50% of the dial up call costs as goodwill and to send C a letter of apology.

3.10

C had problems initially with the broadband connection from SP and after a few calls the problem was rectified. However, C later found out that the speed of the connection had been capped to resolve the problem, even though C was paying for a faster speed. C complained to SP and SP provided a refund of one month's charges. However, C remained dissatisfied and requested further compensation.

The Ombudsman concluded that SP should provide a further refund as C had not benefited from paying extra for a faster speed. SP was also required to provide a full refund for the cost of the router C had purchased to obtain the faster speed.

3.11

C found that wireless router not compatible with SP's broadband service and requested cancellation without penalty. C then discovered that was bound to a 12 month contract. SP maintained that C would be charged a penalty fee for cancelling within contract term. SP said that C had been informed in welcome letter that contract was 12 month. Also advised that it was not responsible for C's own equipment.

The Ombudsman said that SP was correct to maintain that C would be liable to a penalty if C cancelled the contract within the minimum contract term.

3.12

C was a customer of SP for C's telephone calls and C signed up to C's free broadband service via one of its retail stores. C was advised that C's line rental would need to be transferred and also that the transfer of C's broadband service from C's existing provider would be smooth. SP transferred C's line rental relatively quickly but approximately six weeks later the broadband service was still not active. C contacted SP and was advised to obtain a Migration Authorisation Code (MAC) for C's existing provider and although C did this, SP advised it was not correct. Eventually SP explained to C that it would not be able to transfer C's broadband service to it without C losing that access for up to 10 days. C was unhappy as she was not advised about this initially and complained to SP but received no response. The investigation found that although it was acknowledged that SP was physically unable to transfer C's broadband in its present status, it was considered that SP should have made C aware of this potential problem at an earlier stage, as it was evident that C had queried this specific matter with SP but had received no response. In addition, it was also apparent that C had received poor customer service from SP in relation to its lack of response to C throughout. Therefore, it was proposed that C be allowed to cancel the contract without penalty, be provided with a goodwill payment and apology for the poor customer service received. It was also

recommended that SP took the necessary steps in ensuring that it made it customer and potential customers aware of this specific issue in order to prevent any similar future occurrences.

3.13

The Ombudsman concludes C entered into a three year minimum term contract with SP for Business Broadband. She considers C received the welcome pack and then modem as SP had promised and the service was then activated.

C maintains that because the lines had DACS in them C was unable to receive the broadband service. However, SP advised it was only one of the lines and its order was accepted. SP offered to reconsider its position if C provided an independent report to prove C was unable to receive the service. The Ombudsman accepts this as a reasonable resolution to this complaint.

3.14

C subscribed to SP's broadband service. SP could not provide the service due to a technical problem. SP agreed to allow C to cancel the service without penalty. SP did not cancel the service for several months, due to another technical problem. As a result C continued to receive bills and was not able to subscribe to another service provider's service.

The Ombudsman was of the opinion that SP had caused distress and inconvenience because of the technical problems on the account. SP was required to ensure that all charges for broadband were removed from C's account, and to make a goodwill payment to C to recognise the inconvenience caused.

3.15

C subscribed to SP's telephone and broadband services. SP was unable to provide line rental. As it could not do this, it could only provide a slower broadband service than had been agreed. It said that C's previous provider had put a service on the line that was preventing it from transferring the service. C spoke to C's previous provider who stated that the service had been removed. SP was still unable to complete the transfer. C complained. SP failed to respond to the complaint.

The Ombudsman was satisfied that SP had fully investigated the problem and was right to say that a service remained on the line that prevented the transfer from taking place. C was advised to go back to C's previous provide to ask that the service be removed. SP was required to make a goodwill payment to C to recognise the shortfall in customer service experienced.

3.16

C's telephone line developed a fault. C tried to report the fault. SP's Customer Service helpline was so busy C could not get through. C arranged for C's telephone service to be transferred to another provider. C wrote to SP on several occasions to complain about the lack of service C had received. SP failed to respond.

The Ombudsman required SP to clear all charges remaining on C's account as a goodwill gesture to recognise the inconvenience of not being able to use C's phone and for the poor customer service received.

3.17

C subscribed to SP's broadband service. SP never provided the service. C eventually arranged for another service provider to take over the service. There was a delay in providing the Migration Authorisation Code (MAC).

The Ombudsman decided that SP had simply failed to provide the service over many months. SP was therefore required to cancel C's account without penalty; refund payments C had made and make a goodwill payment to recognise the inconvenience C had been caused.

3.18

C paid for broadband however this is not available until the local exchange is unbundled. C has not been able to connect to using ADSL broadband service or sustain the connection or speeds. In accordance with the terms of contract SP cannot not guarantee the service speed or a fault free service.

The Ombudsman concludes there has been a shortfall in customer service at times on this case. C actively sought resolution to the complaint to no avail.

In summary the Ombudsman requires SP to refund the connection fee by cheque; cancel the broadband service without any penalty and issue a MAC; make a goodwill gesture payable by cheque for any costs C incurred; and issue a formal letter of apology for the customer service issues raised.

4.0 Call Limit

4.1

C agreed to a call limit with SP. C then received a bill which exceeded the call limit and disputed this with SP. C sent letters to SP but remained dissatisfied with the responses received. SP said that the call limit had been increased three times since the start of the

contract and C had been advised of this on the monthly bills. SP maintained that C remained liable to pay for the calls.

The Ombudsman said that C remained liable for any calls that exceeded the call limit per the terms and conditions of service. The Ombudsman was however concerned with any misinformation given at the point of sale and so required SP to award a nominal goodwill payment.

5.0 Cancellation

5.1

C agreed to SP's services initially but upon being made aware of an extra cost, contacted SP in order to cancel the agreement. However, SP did not cancel the service and they became active and C received bills and incurred charges. C paid the bills but was unhappy that the cancellation had not gone through. C complained to SP on several occasions but received no response. For investigation, SP accepted that it had not actioned the cancellation of C's services as requested and that it had also provided C with shortfalls in customer service. SP's admissions were welcomed and it was also found that C had made a large payment to C so soon after the account having been cancelled. It was considered that this maybe in part due to a cessation fee and therefore it was proposed that SP provide C with a refund of this payment, and also a goodwill payment and apology for the poor customer service received.

5.2

C contacted SP in order to cancel C's services but C was advised of the applicable notice period and then refused to pay for this period. Therefore, the services were not cancelled. However, C contacted SP again for cancellation and advised C would make payment upon proof that SP had advised C of this term initially. SP provided C with a copy of the agreement but C remained unhappy. C complained to SP but it maintained its position. The investigation was unable to consider the actual term in dispute as this was a commercial decision. The investigation was also unable to consider whether C had been advised of this initially as C had been a customer of C for almost 12 months and there was no evidence to suggest C had ever complained about its Terms & Conditions, or that C had never received a copy of them. In addition, it was considered that as C's services were not cancelled until some time later following a specific cancellation request, it was apparent that C had been in a position to benefit from the services during that period. Nevertheless, it was found that C had received an element of poor customer service from SP in response to the complaint and therefore it was proposed that SP should provide C with a small goodwill payment and an apology.

5.3

C says he moved house and although his telephone service was successfully transferred, he was unable to obtain broadband. C was advised SP had stopped debiting his credit card for broadband services, but some months later, the debits recommenced, even though he was still without broadband provision. C contacted SP and was advised account would be cancelled, however, C continued to receive bills and eventually notification of legal proceeding due to non-payment.

SP confirmed that C's details should not have been passed to a debt collection agency and that the broadband service had been open, and subsequently unsuccessfully cancelled due to a system error. It agreed to remove all outstanding charges on the account and to arrange for it to be closed manually to avoid any further failed cancellations.

The Ombudsman considered that C had received a poor level of customer service and was satisfied that C had taken steps to cancel the account. He required SP to refund C for payments he had made, despite being unable to use the service, send a letter of apology, provide a cheque payment as a gesture of goodwill and confirm to C that any information placed on his credit file had been removed

5.4

C said had cancelled transfer of landline to SP within the cooling off period. SP said it had no record of C requesting cancellation. C sent emails to SP but remained dissatisfied with the responses received. C sent letters to SP but received no response. C disputed the remaining outstanding balance.

The Ombudsman said that there was no evidence that C cancelled service within the cooling off period. However, in recognition of a shortfall in customer service the Ombudsman requested that SP remove the remaining balance and ensure that C's credit rating had not been affected.

8.0 Customer Service

8.1

C complained that SP used an incorrect address to send C mail. SP advised the Ombudsman that the address it used was the same as the one held with Royal Mail. Further checks by the Ombudsman revealed that SP was correct in using the address held with Royal Mail as this also appeared on the electoral register. There was no reason why C should not pay SP in this case. No further action was required by SP.

8.2

C ordered a telephone and broadband package from SP. SP provided the telephone service but failed to include line features. C complained to SP and the error was corrected. SP also applied a goodwill credit for the error. C then complained to SP that

the broadband was not available. SP admitted that the order had not been processed. SP finally activated broadband after some considerable delay but C was then unable to connect because the modem did not work. C asked to cancel the service. SP agreed to the cancellation without charge as a gesture of goodwill. C complained to SP that call charges were not included in its booklet. SP did not comment on this issue and failed to respond to letters of complaint.

The Ombudsman was of the opinion that there had been a shortfall in customer service but SP had made some attempts to rectify the errors. SP was required to issue the credits offered and also clear the broadband account without charge. SP was required to issue a further goodwill credit for the inconvenience caused.

8.3

C requested that telephone and broadband package from SP, but C failed to receive the broadband service. SP stated that this was because C failed to provide a MAC code, as requested and therefore the order could not be processed. C complained to SP, but SP failed to respond.

The Ombudsman concluded that C failed to provide the information required by SP and therefore SP was not solely to blame. However, there was some poor customer service and therefore SP was required to refund the broadband connection fee, minus any outstanding balance owed on the account. SP was also required to confirm in writing that C's account had been cleared to zero and closed.

8.4

C contacted SP with issues relating to delays, service transfer and poor customer service. SP stated that due to a specific feature being on the account a delay was encountered.

It was concluded that C had encountered repeated delays and mis-advice by SP and this has caused some considerable inconvenience.

In full consideration of the facts and issues surrounding C's complaint against SP it is recommended to the Ombudsman that he requires the following action: -

SP was required to ensure that the feature was removed, send exact details in writing of how the feature was placed onto the account, offer a goodwill gesture, by cheque, send a letter of apology, SP should also confirm that the account is fully closed

8.5

C complained that total loss of service was experienced and that after complaining SP did not rectify the situation before a delay. C also complained of poor customer service. C requested a specific list of items as a resolution. SP investigated and offered most of the requests made by C, which was not accepted.

The Ombudsman considered there was good cause for the delay and that the offers made by SP were generous. There was however no evidence to suggest poor customer service, as C had suggested. SP was required to complete the offers of goodwill already made in full and final settlement.

8.6

C contacted SP about errors on the internet bills and these were eventually corrected and C was offered a discount. C contacted SP to cancel the television and telephone services, but SP failed to action the request and C continued to receive bills. C wrote letters to SP, but SP failed to respond adequately to C's complaints.

It was recommended that SP revise C's accounts and apply two goodwill credits. Once this action was completed, SP was required to provide C with final bills for payment. SP was also required to contact C to collect its equipment and confirm in writing that the accounts had been cleared to zero and closed, once payment had been received.

8.7

The Ombudsman concludes there was a delay in the transfer of the account into C's name. He accepts that SP completed this action and no charge was levied. With regard to the compensation for the loss of service the Ombudsman is satisfied this was calculated in accordance with SP's fixed rate compensation scheme and each customer would be considered in accordance with the same terms.

In summary the Ombudsman requires SP to issue a formal letter of apology for the delay in transferring the account into C's name and make a goodwill credit to the account in recognition of the customer service issues raised.

9.0 Direct Debit

9.1

C informed SP of new bank details. SP did not update its system and whilst C was on holiday the service was restricted. C then suffered from further disconnections and was charged termination fees. C disputed these with SP but remains dissatisfied with the responses received. SP admitted in its case file that in error it had not updated C's account with the correct bank details.

The Ombudsman said that C had received poor customer service from SP. SP to aware a goodwill payment and to send C a letter of apology.

10.0 Directory Listing

10.1

C complained to the SP that its telephone pricing was unclear. The SP responded advising that these can be reviewed online, through a telephone service, or by reviewing a magazine posted with its bills. C then complained that the SP had incorrectly acted upon a business listing request. The SP acknowledged the error, correcting it online and offering a free listing for the following year. C then complained about SMS texts being received and the SP successfully provided advice on how to stop these. C remained unhappy with some of the answers provided and complained to the Ombudsman.

The Ombudsman concluded that the SP had already generally answered C's concerns but she required the SP to provide a further apology for the listing error, in addition to a goodwill gesture for the problems caused. She also required the SP to send an updated pricing guide to avoid further confusion and maintain its offer of a free listing.

10.2

C ran a business which was advertised in SP's telephone directory classified advertisements. SP printed C's home number for the business and used the wrong initial in the home number listing. SP claimed that business losses had been incurred and claimed a maximum award. This was refused as there was no support that losses had been suffered although it was accepted that upset would have been caused.

SP had made a resolution offer which included a new and bold advertisement free of charge and a free listing. It was required that this be repeated and a new home number be provided. SP was also required to provide a small goodwill gesture in respect of the inconvenience that a new phone number would cause.

10.3

C said that adverts in the phone book had been incorrect for three years. C complained to SP but remained dissatisfied with SP's response and offer of goodwill.

The Ombudsman said that C had received poor customer service from SP. SP to award a goodwill payment and to arrange free adverts for the next phone book edition.

11.0 Disconnection

11.1

C complained that a service was agreed but then cancelled, due to unforeseen circumstances, which SP did not acknowledge. SP investigated and found no reason to cancel the service without a penalty fee, stating C had agreed to the contract and the relevant cooling off period.

The Ombudsman agreed with SP because there were no exceptions relevant in the Terms and Conditions that would allow it. SP was recommended to instigate a payment plan for the arrears and asked to reinstate C's other service.

11.2

C complained to the SP after a business telephone service was disconnected due to a technical problem. The SP highlighted that it was unable to restore the service for a considerable period, but then managed to restore the service and provided compensation in line with its Terms and Conditions of service. C was unhappy with how this had been calculated and complained to the SP highlighting the actual financial loss this had caused to the company. The SP stated that the majority of these claims were speculative and was unable to accept C's claims after the claim was fully audited.

The Ombudsman concluded the SP had calculated the award correctly and in line with its Terms and Conditions, but concluded that there may have been some avoidable delays when re-providing the service. In resolution she required the SP to send a letter of apology, provide the calculated award, and make a further goodwill credit as a goodwill gesture and in full consideration of any service issues raised.

11.3

C cancelled an account with SP but it continued to send bills despite assurances that the account would be cancelled and matters corrected. It was accepted that the account had been cancelled as it was demonstrated that SP's equipment had been returned.

SP was required to confirm that C's account has been properly cancelled, clear all charges from this account, refund the advance payment made by C, cancel all debt collection agency action and confirm that no adverse entries have been made on any credit reference files held in relation to C, provide a letter of apology and provide a goodwill gesture (in the form of a cheque) to reflect the prolonged poor customer service that has been experienced in this matter.

12.0 Disputed Charges

12.1

C received a telephone bill which included charges for a phone call to Greenland. C disputed the bill as C had not made the call. SP checked the line but found no fault and maintained the charges and restricted the line. C wrote to complain but received no reply. C telephoned and asked to speak to a manager but did not receive promised call backs. C continued to pay the undisputed portion of the bill and wrote again. C received a very abrupt reply advising that there was no fault and maintaining the charges. C complained to Otelo. SP carried out further investigations and discovered a fault which would have enabled a third party to make the call. SP agreed to remove the charge from C's account.

The Ombudsman was pleased that SP had agreed to remove the charges but found that there had been some shortfall in its customer service and required a further credit of goodwill to compensate C for the distress and inconvenience.

12.2

C says SP failed to apply the correct allowance of free voice and text minutes and disputed charges applied to the account.

SP considered that it had provided the correct allocation of free texts and voice minutes and that C was liable for the charges incurred.

The Ombudsman could find no evidence that C had been incorrectly charged or that SP had failed to address C's complaint. SP was not required to take any further action.

12.3

C discovered a loss of service that SP was providing. When C contacted SP, C discovered that the loss of service arose from a high volume of Premium Rate Service calls that had been made from C's phone. C was unaware of the calls which had been made by C's younger relative. C accepted that C was responsible for the calls but complained that SP should have noticed the unusual call activity, and had it done so the charges would not have been as high as they were.

The Ombudsman noted that the calls had been made to competition lines in the UK and there was no reason why SP should not have been able to have noticed the unusual activity. There was a shortfall in customer service. The Ombudsman decided that whilst C was responsible for the charges in recognition of the shortfall in customer service it should offer a considerable reduction of them.

12.4

C changed telephone and line rental services to SP, but the line rental request was rejected by the previous supplier. SP failed to re-request the transfer, even though C had sent emails and letters to complain. C requested compensation from SP for poor service, but SP failed to respond adequately to C's correspondence.

It was recommended that SP apply a goodwill credit to C's account for the problems that had occurred and that SP should attempt to complete the transfer, as requested by C. SP was also required to send a letter of apology to C.

12.5

C received a Telesales call from a Retailer and agreed to obtain services from SP. SP began to provide C with services. C complained about network connection problems and SP advised C that service could not be guaranteed. C then wanted contract

cancellation and claimed that the Agreement was for a shorter period than SP claimed. C said that C had entered into a Price Plan and shorter term Agreement with the Retailer but was unable to provide evidence of this to SP. C wanted to discontinue services and for SP to remove any information about C from its database.

The Ombudsman noted that under SP's Terms and Conditions it clearly stated that service could not be fault-free which meant that C was unable to cancel the contract for this reason. C was unable to provide vital evidence in the form of the written confirmation C should have received from the Retailer under the Consumer Protection (Distance Selling) Regulations 2000. The Price Plan that C was receiving was only available for longer term contracts and as C could not show the term was shorter, SP would be within its right to apply an early termination fee for cancellation by C in the longer period.

The Ombudsman also pointed out to C that under the Terms and Conditions of the Agreement C had with SP, SP was able to retain information about C for as long as was necessary for legal and regulatory obligations.

Whilst there had been no wrong-doing on the part of SP about early cancellation charges that would be applied, SP did offer to reduce the term of the Agreement provided C paid back half price line rental discount C that had been given, and as a gesture of goodwill SP was prepared to reduce the early cancellation fee. The Ombudsman was of the opinion that these were sensible and reasonable offers to make and C should consider them.

12.6

C disputed charges for internet connections. SP advised that it might be a rogue dialler but explained that the charges were valid. C claimed that SP should have highlighted the charges earlier, but SP provided evidence that it had. C sent letters of complaint but claimed that SP failed to respond promptly or appropriately. SP did not offer the refund that C requested but its responses were prompt. SP referred the balance for debt collection but C disputed the additional administration charges.

The Ombudsman was of the opinion that SP had acted appropriately in respect of all issues raised and no further action was required. The charges were considered to be valid and payable by C.

12.7

C said that SP had mis-advised C in relation to a business plan package. SP offered to reduce the reconciliation fee by 50% but C remained dissatisfied.

The Ombudsman said after review of the evidence provided that SP had mis-advised C. There was also evidence of poor customer service. SP to remove the reconciliation fee and award a nominal goodwill payment.

12.8

C cancelled a broadband account but SP failed to cancel the account. C wrote to complain but did not receive a reply. C sent several letters and made a number of phone calls but continued to receive bills. C required a refund of the over payments and his account cancelling. SP did not respond and C complained to Otelo. SP advised that it had responded and that it had disconnected the account and backdated the cancellation and raised a refund of the over payment. It was accepted that SP had closed the account and credited the balance on receipt of C's first letter of complaint and that it subsequently raised a refund request for the overpayment. However it was considered that the customer service had been poor because SP failed to inform C of its actions and failed to reply to C's further letters of complaint.

The Ombudsman required SP to provide an additional small goodwill refund to compensate C for C's time, telephone calls and letters and to send written confirmation that the account was closed together with a written apology.

12.9

C registered for SP's call, line rental and Broadband package and was quoted a total package price. However, C then received a number of letters confirming various prices for the package, some of which were higher than the price C considered had been agreed, but one of which was lower. SP confirmed that the lower price was incorrect, but C considered that the price should be maintained due to the conflicting price information SP had provided.

C also complained that she had experienced delays in relation to the Broadband activation that SP had over charged for international calls and failed to respond to one of her letters.

The Ombudsman acknowledged that C had received conflicting information about her price plan, but noted that SP had already applied a credit to C's account as a gesture of goodwill in respect of this. He concluded that SP had incorrectly advised C of a lower price plan rate, but considered that C had originally agreed to the price plan based on a higher price quoted at the time, and did not consider it reasonable for SP to have to provide the package at the lower rate it has mistakenly sent to C. The Ombudsman understood that the delays to C's Broadband provision were beyond SP's control. He noted that although C had been charged at the correct rate for international calls, the wording of a letter sent by SP could have been misleading and seemed to indicate that international call rates were much lower. He suggested that SP may wish to review the wording of its pricing information.

In resolution of the complaint, the Ombudsman required SP to send a letter of apology and provide a credit to C's account as gesture of goodwill in respect of the customer service issues identified.

12.10

C said that SP had taken two direct debit payments which were more than the agreed amount each month. SP also increased its prices. C complained to SP and sent five letters and requested cancellation but received no response. SP said that C had been charged the correct monthly rental as agreed.

The Ombudsman said that there was no evidence of overcharging. However C was eligible to cancel the contract without penalty due to price increase and C had also received poor customer service from SP as SP had not responded in full to C's complaint. SP to cancel the accounts and remove any outstanding balance. SP to send C a letter of apology and award a nominal goodwill payment.

12.11

C cancelled a service with SP but continued to receive bills for it. This was accepted by SP which said it was due to a system error. SP said it had credited all overpayments to another account held by C. SP's actions in continuing to collect monies on the cancelled service were viewed as poor customer service, as was its failure to respond to correspondence sent.

SP was required to provide a goodwill gesture in respect of its poor customer service and to demonstrate that it had applied any overpayments made by C to the telephone account.

12.12

C contacted SP to cancel an account due to a house move but became aware some months later that the account was still live. It transpired that there had been a fault in the way that the cancellation had been processed. The complaint was accepted by SP which put forward a proposed resolution which was found acceptable.

SP was required to provide a letter of apology; clear charges raised since the failed cancellation and provide a small goodwill gesture in respect of the poor customer service experienced.

12.13

C moved into a new property, contacted the telephone to the socket and started to use the telephone service. However, C began to receive bills from a third party provided that C had not requested the services from. C telephoned and wrote to SP, but SP failed to complete the cancellation process and C continued to receive bills. C complained to SP, but SP failed to fully address C's concerns.

The Ombudsman concluded that SP was required to provide C with a goodwill payment and an assurance that C's credit file had been amended.

12.14

C returned from an overseas trip to find that C's mobile phone service had been suspended due to excessive usage on the account. C realised that the SIM card had been stolen and used fraudulently. However, C received a large bill, which C disputed. C complained to SP, but the charges were maintained.

The Ombudsman concluded that C was liable for the disputed call charges as C was responsible for the SIM card and had not reported it stolen. However, the Ombudsman required SP to provide further information to show when it received call data from the overseas network to determine whether SP had placed a bar on the account within a reasonable time. SP was also required to provide a small credit to C's account for the delay in informing C that the account had been suspended and for the delay in responding to some of C's correspondence.

12.15

C said that C agreed to SP's service as C was advised C would receive the call package free for six months. C says was not informed C would also need to transfer line rental. SP said that its account records showed that C was informed that the line rental would need to be transferred as well to receive the free call package. This was prior to C's calls being transferred to SP.

The Ombudsman said based on the evidence provided that C was aware that line rental also needed to be transferred to be eligible for the free offer. The Ombudsman required no further action from SP.

12.16

C entered into an Agreement nine years previously with a SP for services under a tariff plan. SP merged with another SP and C was sent a letter advising C of the merge and that there was no change to C's contract. C continued to pay billing but sometime later noticed that the tariff had changed for some unexplained reason. C complained to SP about this and wanted a recalculation over the nine years and a refund of overpayments.

The Ombudsman noted from documents that C had supplied to her that C had been on an agreed tariff which had changed. However the documents showed that any change had occurred within the last four years and not nine years previously. The Ombudsman was of the opinion that C may have been overcharged as a result of this tariff change and SP should recalculate C's billing as if C had been on the original agreed tariff. However, the Ombudsman directed that this recalculation should only commence at the point at which C had been able to establish that a change had taken place, which was four years earlier.

12.17

C complained that bill from SP was incorrect. C did not say why. C said had received poor service due to no call backs and no response to written correspondence. SP said that it had applied the relevant credits to C's account. SP said it had called C in response and left messages.

The Ombudsman said that it appeared C had received the relevant refunds. C had received some poor service and so SP was required to award a further goodwill payment and send a letter of apology.

12.18

C contacted SP with issues relating to credit file, disputed charges, loss of earnings, delays and poor customer service. SP maintained that the negative entry placed on C's credit file was justified, but due to the delays in dealing with the complaint offered to clear the balance and remove the entry.

Based on the evidence provided, the Ombudsman was satisfied SP could not be held responsible for loss of earnings as the company had raised the invoices for the outstanding balance correctly and sent the bills and reminders to the address provided by C. The agreement used by C was also a residential agreement. Therefore, the Ombudsman declines C's claim for loss of earnings.

Therefore, SP is required to offer maintain its offer to clear the disputed charge, remove the negative entry on C's Credit File and offer additional goodwill gesture, by cheque for her poor experiences in contacting the company along with a letter of apology.

12.19

C called SP and asked for cancellation of a broadband service. C claimed that SP ignored the request and when C later asked for a telephone service to be cancelled the same situation arose.

The Ombudsman noted that under the terms and conditions of the service agreements, C was obliged to give written notice to SP of cancellation. C had not done this and SP was therefore right to continue to supply and bill C for the service. However, the Ombudsman noted that following representations made by C, SP agreed to cancel the broadband service and clear the charges incurred for this up to the point where C had asked for cancellation.

The Ombudsman decided that the action SP had taken about the broadband service had been a goodwill gesture. It had no obligation to do this. In respect of the telephone service, C had been, and continued to receive, the service; hence C was responsible for the charges applied to the account for it.

12.20

C contacted SP regarding service loss, disputed charges and poor customer service. SP accepted the loss of service but added that the fault could not be rectified as C did not report the fault through the appropriate channels.

It was concluded that although C had a fault on the landline C did not follow the correct process, and therefore SP was unable to rectify the fault. However, C did experience a shortfall in service with regards to not receiving a broadband service and a poor level of customer service with not receiving a reply to correspondence sent.

In full consideration of the facts and issues surrounding C's complaint against SP

SP was required to maintain its offer to cancel the broadband service, without penalty
refund the connection fee as a goodwill gesture
clear the call charges raised as a goodwill gesture
send confirmation that the accounts are closed, in writing
send a letter of apology

12.21

C contacted SP with issues relating to incorrect action taken, Data protection and poor customer service. SP maintains that authorisation was given to change the name on the account, but accepted the case as a poor sale.

It was concluded that C had been inconvenienced with regards to the account name being changed. However, based on the evidence provided there was no clear or conclusive proof to determine if SP was at fault for this change other than what C maintained. SP had also insisted that authorisation was given but cannot clearly demonstrate or provide the authorisation forms to determine exactly that consent was given. However, the company has accepted this as 'poor sale' and closed the account, without penalty and cleared the remaining outstanding balance. This action has been helpful. C had also not received a level of service normally expected in attempting to resolve the complaint and no response to correspondence sent, this is a service shortfall.

In full consideration of the facts and issues surrounding C's complaint against SP:
SP should maintain its offer to close the account, without penalty
clear the remaining outstanding balance to nil
offer a goodwill gesture payment, by cheque
confirm that no adverse data has been sent to any credit reference agency as a result of this episode
send a letter of apology

12.22

C contacted SP with issues relating to disputed charges, Direct Debit, disconnections and poor customer service. SP stated that C did not make payment and therefore the account was disconnected. SP recognised a service shortfall with regards to letters sent not answered and offered a goodwill credit.

It appears that C's payments were rejected causing bars to be placed and ongoing calls. However, there is no clear indication to show that SP was not justified in placing the restrictions due to non payment or that the company was at fault for C's rejected payment attempts. It was clear that C experiences with SP have not been favourable; however the company has addressed this shortfall and offered an appropriate remedy.

In full consideration of the facts and issues surrounding Miss Cain's complaint against SP the company was required to: -

- maintain its offer of a credit to C's account
- send a letter of apology

12.23

C contacted SP with issues relating to broadband disputed charges and poor customer service. SP maintained the charges raised as correct.

It was concluded that although C has not made use of the broadband service, SP is warranted in raising the charges for the service. However, C has not received a level of service normally expected with regards to the attempts to resolve the complaint.

In full consideration of the facts and issues surrounding C's complaint against SP was required to

- C is accountable for any charges raised for the broadband service and once paid
- SP is required to cancel the broadband service without penalty
- send a letter of apology

12.24

C contacted SP with issues relating to payment plans, disputed charges, mis-advise and poor customer service. SP maintain that the charges were correctly raised and that a goodwill gesture was offered to address any service shortfall.

The Ombudsman concluded that C had experienced a poor level of customer service, but could not substantiate any issue of mis-advice by SP.

Therefore, SP was required to offer C a goodwill gesture credit for the overall poor experiences to date, along with a letter of apology. The Ombudsman was satisfied that this offer better reflects C's overall experiences with SP.

12.25

C was receiving a line service from SP when C decided to order a broadband service over the telephone. Following C placing the order over the phone C changed C's mind and sent a letter to SP asking for the order to be cancelled. SP did not act on the letter and continued to process the order. C was sent a letter advising of the broadband go live date so C contacted SP and to remind it that C had cancelled the order and due to this not having been done for his line service to be cancelled. C then went to another SP for line service.

C then discovered that the line service had been re-provisioned back to SP. C complained about this and had to arrange a further transfer back to the new SP. C sent letters of complaint but received a broadband modem and a bill for a connection fee.

The Ombudsman decided that SP should have acted upon C's wishes but had not done so. She believed that the time it took SP to process the order C had made had been the root cause of the problem. She directed SP to ensure that the connection fee was withdrawn and C's accounts were closed. She also concluded that there had been shortfalls in customer service and in recognition of these SP should send C a letter of apology and make a small goodwill gesture.

12.26

C took out a contract with SP for a mobile phone and later noted that the charges on the bill were incorrect. Despite contacting SP about this issue on a number of occasions this was not resolved. SP apologised for the disputed charges error and corrected it. The Ombudsman required SP to provide an apology for the shortfall in customer service levels and in recognition a goodwill gesture payment and to provide a full refund of all the charges relating to the mobile top up fee

12.27

C cancelled broadband contract with SP after four months. Despite this and being advised that no further charges would be incurred SP took one Direct Debit payment. C wanted this refunding. SP advised that it had already cancelled the contract without applying a penalty and refused to refund further amounts. It was noted that although there was correspondence sent to SP this was from a third party. It appeared some of the correspondence was not addressed due to there being confusion in this case. Nevertheless, it was decided that no further action was to be taken by SP.

12.28

C received poor service from C due to SP's error. SP charged C for the periods where telephone and broadband service was restricted and applied a connection fee. SP agreed to refund connection fee. The Ombudsman required SP to provide C an apology for poor service, refund for the periods where telephone and broadband service was restricted and a refund of the connection fees.

12.29

C had been receiving telephone services from SP when C moved house. C did not want SP to connect services to the new property and C went to another service provider who arranged to install them. Shortly before the connection was made one of SP's engineers visited C about connection. C said that C did not agree to the connection and the Engineer left. The other service provider connected services, began to provide them and sent C billing.

C then received billing from SP for the same service and noted that a charge had been applied to the account for connection. C complained to SP and refused to pay the billing. C claimed that SP ignored C's letters of complaint and initiated debt recovery action for charges SP claimed were outstanding on the account.

SP told the Ombudsman that the connection had taken place as a direct result of C's request and was able to produce evidence from the account to show that not only had C asked for the connection, but had also been reminded on more than one occasion of the appointment when the connection would take place

The Ombudsman was satisfied that C was responsible for the connection fee but as SP had not actually provided a service, it should withdraw any charges applied in respect of this.

15.0 Faults (Line)

15.1

C experienced problems with telephone and broadband service. Due to there being a fault with the telephone this affected the broadband service. SP stated that the telephone service was fine and confirmed there had been broadband service usage. The Ombudsman noted that although there was no conclusive evidence of the telephone line being faulty it was considered that the broadband service was as there was evidence that indicated this was the case. The Ombudsman required SP to provide C an apology for poor customer service and in recognition a goodwill payment, to provide assurance that the broadband service account had now been fully closed displaying nil balance.

15.2

C's telephone service went down due to third party contractors which were not linked to C's own SP. After receiving the reported fault call from C, SP reported the matter to the line provider and the lines were working within two days. C was unhappy with the loss of service and requested to cancel the contract with SP. SP informed C that a termination fee would apply, but C transferred the service anyway. When SP invoiced C for the

termination fee, C complained, but SP upheld the fee, as stated in its Terms and Conditions.

The Ombudsman concluded that C was liable to pay SP for the outstanding amount owed to SP. SP was required to provide a goodwill credit to C's account for failing to respond in writing to a fax received from C. The Ombudsman noted that SP had made an offer to C to reduce the amount, in full and final settlement of the complaint and considered the resolution offered to be fair and reasonable. It was suggested that C accept the offer and pay the amount owed to SP.

16.0 Financial Loss

16.1

C complained to the SP after C's company's telephone number was transferred to another company of a similar name. C stated that the SP had acted incorrectly as a result of a fraudulent enquiry, but the SP highlighted it had acted in good faith with the caller being in possession of the relevant security information. C demanded that the number was transferred back, but the SP advised this was not possible. The SP stated it could become involved with the dispute and advised C to seek legal advice.

The Ombudsman concurred with the SP's advice and concluded the company had acted in good faith when transferring the service. She also advised C to seek legal advice, and as C did not own the number, she required no further action on this point. However, the Ombudsman could see that the SP had delayed with its initial response and required it to send a letter of apology and a goodwill cheque payment in consideration of this issue. She also required the SP to provide written confirmation of the actions that led to the service being transferred as this would help C with any pending civil action against the other company.

17.0 Fraud

17.1

C was contacted by a debt collections agency acting on behalf of the SP regarding an outstanding balance. C quickly contacted the SP to provide current residential evidence which confirmed the account was set up at a previous address and must be fraudulent. The SP then passed this matter to its Fraud Department, but then failed to take any further action despite a number of letters and calls being received from C. On review the SP apologised and proposed to make a goodwill payment to C.

It was concluded that the SP had failed to take the necessary corrective action and failed to provide an adequate level of customer service. The SP was required to send a letter of apology and maintain the proposed goodwill award. The SP was also required to

provide written confirmation that the account and full outstanding balance had been cancelled as a gesture of goodwill, whilst ensuring that any adverse credit information was removed.

19.0 Installation

19.1

C complained that the service from SP failed and that the hardware did not work. This was replaced several times by SP, but on the last occasion C wanted to cancel the contract. SP investigated and found there had been various issues and that it had not insisted on as many repairs as it should and offered various incentives to keep C's custom.

The actions taken by SP were largely considered to have been appropriate, but a shortfall in customer service was also identified, for which an apology and small goodwill payment were recommended. The other offers from SP were also required, including closing the account without penalty.

19.2

C specifically requested the installation of a line to the dining room socket. However, following the installation of the line C requested an engineer's visit as the socket was not working. The engineer determined the socket in question was an extension from the main socket and the line was not at fault. A call out fee was raised in accordance with the maintenance agreement with SP. C then cancelled the service stating SP failed to provide the service ordered. The Ombudsman notes a cancellation charge was not applied to the account for terminating the contract however based on the balance of information provided the Ombudsman concludes SP was correct to maintain the call out charge.

The Ombudsman considers SP addressed C using the incorrect name and it failed to address each of C's letters in a timely manner. I consider this a shortfall in customer service.

In summary the Ombudsman requires SP to maintain the visit charge and clear the remainder of the balance in goodwill in recognition of the customer service issues raised.

19.3

C complained that a service was never provided. C complained that the package had been mis-sold. SP firstly did not respond and when it did, it failed to monitor the installation process or subsequent complaint process. Consequently C never did get the service requested. SP investigated the complaint made to Otelo and acknowledged

various issues relating to poor customer service, for which it offered an apology and goodwill gesture.

The Ombudsman agreed with SP that there had been very poor customer service for C, but required additional goodwill gestures to those suggested along with a full written apology for the poor customer service.

19.4

C contacted SP as C was moving premises and wanted new lines installing. C found it difficult to contact SP but eventually agreed a package with SP for a new telephone system and the installation of new lines, ready for a certain date. However, the installation was delayed and C was unable to move into the new premises for a number of weeks. When C did move in, C found that there was also a fault on one of the lines. C complained to SP and although engineer dates were agreed, these failed on three occasions. Once the lines were all running C received a bill and queried a number of charges, such as dial-up internet charges C had incurred as a result of using not having a broadband service. C complained to SP but again experienced delays in its response. Eventually, SP agreed to provide C with credits for the billing issues raised and also offered C a goodwill credit for the poor customer service received but C rejected this and claimed for loss of business. For investigation, SP had accepted there was a delay in the provision of the broadband service which resulted in C not being able to move into the premises at the agreed date of installation. SP's credit refunds for the billing issues were considered to be fair and reasonable, which included a full refund of the dial-up charges C had incurred, and it was also in SP's Terms & Conditions that it could not compensate C for any loss of broadband. However, although SP's added goodwill gesture was welcomed, it was considered that this should be increased in lieu of the overall poor customer service C had received, which too into account the delays C experienced with the actual installation and agreement of the service. In addition it was also proposed that SP extended its liability period for C to claim business loss, as SP had not previously accepted this period and it was considered that C had experienced delays in the agreed service date with SP and that this should be covered so that C could claim business loss.

19.5

C complained that an account was set up for an individual who had never lived at C's address. C complained but SP failed to respond for several months. SP investigated and found that an account had been set up in error, but that there was no record of a complaint by C.

The Ombudsman considered SP had provided poor service for C as C had clearly demonstrated a complaint had been made on several occasions. An apology and goodwill payment was required along with confirmation that the account had been fully closed.

19.6

C complained that a service from SP was not delivered by the expected start date. When it was the payments failed and the service was intermittent. C complained and the service was downgraded which appeared to help, but the Direct Debit was rejected due to an incorrect account number being used. SP offered a refund for bank charges and a goodwill gesture.

The Ombudsman considered the proposed goodwill payments were appropriate and only required an additional apology for the poor customer service over the issues raised.

22.0 Internet Connection

22.1

C ordered broadband from SP but cancelled it a week later. The cancellation was accepted and agreed to but SP kept its marker on C's line. This was accepted as something that should not have happened and SP agreed to remove the marker as a matter of urgency.

SP was required to provide a letter of apology and confirmation that the marker had been removed from the line and a small goodwill gesture in respect of the poor customer service.

22.2

C complained that after the cancellation of a broadband account SP continued to deliver bills for the service. SP indicated that it had been asked to provide a Migration Authority Code which had not been used. As the Migration Authority Code had not been used it had expired and the account continued to be active and attracting charges. SP confirmed that the account had now been cancelled and that all charges had been cleared from the account.

On this basis it was recommended to the Ombudsman that no further steps be required of SP.

24.0 Mis-selling

24.1

C agreed to a mobile phone contract with SP over the phone. When C received the contract, C discovered that the terms offered bore no resemblance to those offered over the telephone. C complained. SP ignored C's complaint.

In its case file, SP accepted C had been mis-sold the contract. The Ombudsman required SP to clear the balance of the account and cancel it without penalty. SP was also required to make a payment to C as a goodwill gesture to recognise the inconvenience caused.

24.2

C agreed to SP's services after a discussion with a sales advisor. C maintained that C agreed a monthly fee for the services and also that C would be able to transfer C's requested number to SP. However, C then found that SP could not transfer that number and C also complained to SP about overcharging. C complained to SP but remained unhappy. The investigation found it difficult to determine if there was any mis-selling. However, from the information provided, it was possible that C may have been incorrectly advised about the number transfer in order to make a sale. On this basis, it was proposed that C be allowed to terminate the contract without penalty should C wish to do so. In relation to C's charges and billing, the investigation was satisfied that SP had not incorrectly charged C for the service and was satisfied that they were, in fact, valid and correct. However, SP was required to apply a goodwill credit to C's account in lieu of the shortfall in customer service that C had received.

24.3

C maintained that C had been mis-sold C's services by SP initially but when C tried to complain to SP about this, C received no response. For investigation, SP acknowledged the poor level of customer service it had provided and advised of its proposed offer to C. SP has made no comments on the actual sale and therefore, a decision was made on the balance of the information provided and it was considered that C may have been mis-sold the package and therefore it was proposed that SP (dependant on C's wishes) either applied a credit to C's account to cover any excess charges C would incur, or, to allow C to terminate the contract without penalty. In addition, it was proposed for SP to also provide C with a goodwill payment and apology for the total shortfall in customer service C received throughout.

27.0 Number Porting

27.1

C moved premises and had C's number transferred, but due to a small delay, C was issued with a temporary number. However, C then experienced a problem as SP had installed C's broadband service onto the temporary number. Therefore C was without a broadband facility but SP then charged C for this service. C complained to SP on numerous occasions but experienced poor customer service. SP eventually credited C's account and although a refund was required for the remaining credit on the account, C never received this. The investigation found that this matter had occurred as a result of SP's error and although its belated actions were welcomed in crediting C, it was clear that C had yet to receive the agreed refund and also that C had experienced poor customer service from S throughout. Therefore, SP was required to provide C with both the agreed refund and a gesture of goodwill, as well as an apology.

28.0 Payments

28.1

C contacted SP with an issue of an advert being placed with the company and not being allowed any time to proof read before print. SP accepted an error had occurred and offered a 50% reduction in the charge raised for the advert.

It was not considered reasonable for C not to be able to proof read an advert for C's company and then for it to be sent to print without any comments or input. The offer made by SP to reduce the charge by 50% is helpful, but is not considered an appropriate remedy in this case. C also was not shown a level of service normally expected in attempting to resolve the complaint.

In full consideration of the facts and issues surrounding C's complaint

SP was required to offer a full refund of the charges raised for placing the advert as a goodwill gesture

send its comments in writing regarding the up front payment

send a letter of apology

29.0 Premium Rate Services

29.1

C received a bill with call charges to a quiz TV line. SP maintained the charges. It was found that there was no faults with the telephone line and the billing charges appeared to be correct. The charges were maintained by the Ombudsman's Office.

29.2

C disputed premium rate calls to Quiz TV dialled by partner's son with SP. C said C received no resolution from SP. SP maintained the calls but offered a payment plan and a goodwill payment. C did not adhere to the payment plan and service became restricted. SP made further payment plans with C but again C did not adhere to them. C disputed the early termination fee. SP said that C had asked for disconnection and C was informed C would be charged an early termination fee.

The ombudsman said that C remained liable to pay SP for the disputed calls. C advised to contact the company responsible if C wished to pursue the complaint. The Ombudsman said that SP had acted in a fair and acceptable manner throughout the complaint by offering payment plans as a resolution. C however did not adhere to these. The Ombudsman found no reason why C was not liable to pay the outstanding balance. The Ombudsman requested no further action from SP other than to send a further itemized copy of the disputed bill to C.

29.3

C disputed premium rate service rogue dialler calls with SP. SP maintained. C remained dissatisfied and requested that SP admit it was at fault.

The Ombudsman said that it appeared that C had been a victim of a rogue dialler. However SP carried all calls in good faith and was not liable. C advised to pursue complaint with ICSTIS. No further action was required by SP.

34.0 Service Transfer

34.1

C complained that Services from SP were not applied correctly and that later the service was cut altogether. C complained but SP maintained the subsequent charges for specialist assistance as C had not reported to it when the faults were cleared. C stated that there was never an expectation that it was a requirement.

The Ombudsman concluded that it was unclear who was principally to blame for the charges being applied as SP had not made it clear that there would be one and C had not reported to SP that the fault had been resolved, negating the need for the specialist assistance and resultant charge being applied. The disputed charge was halved. SP was also required to make an apology for not making the situation clear before hand.

34.2

C was moving house and therefore requested that SP set-up its telephone and broadband service at C's new address. It was agreed that the old accounts would be ceased and new accounts set-up. Everything was actioned accordingly except for C's old broadband account that was not disconnected and therefore C made further incorrect payments to C and further charges were raised. C complained to SP about this and it was agreed for the account to be closed and a refund provided to C. However, none of these were actioned and C continued to receive several demands for the outstanding balance as well as threats to Cs credit status. C complained bitterly to SP on many occasions but to no avail. For investigation, SP accepted its errors in that it had failed to disconnect the account several times, that C had yet to receive the agreed refund, and also that it had not responded to C's formal complaints. SP's admissions were welcomed and it was proposed that it should confirm the closure of the account with a zero balance to C, provide C with the agreed refund and an added goodwill payment, an apology, and also confirm that C's credit status had not been affected as a result.

34.3

C moved house and wanted to transfer SP's services to the new address. SP agreed to this and advised C that there would be an engineer appointment necessary. C enquired if there would be a charge for this, amongst other things, but SP did not respond to this

specific request. Following the work, C then incurred a charge for the engineer call out and complained to SP that C had not been previously advised about it. SP did offer C recompense, but C declined this. The investigation found that the actual engineer charge was valid as work would have been carried out and companies often pass this charge onto its customers. This was classed as a commercial decision. However, in this instance, it was evident that C had specifically requested information from SP in relation to the charges and had received no response. Therefore, it was considered that had C have received this information initially, it may have influenced C's decision to transfer SP's service. On this basis, it was proposed that SP apply a goodwill credit to C's account in lieu of this, as well as an apology for any shortfall in customer service received, and a breakdown of exactly what work was undertaken by the engineer.

34.4

C said had problems with transferring line to new address with SP. C said had had payments taken for a broadband service not provided by SP. C said had received poor customer service. SP said that when it attempted to transfer service the order was rejected as C had already placed an order with another provider. SP said that it had not charged C for broadband and C had been charged by another provider. SP said C did have a mobile service but this was restricted as SP received no payment from C.

The Ombudsman advised C to approach the other provider in relation to the landline and broadband service. The Ombudsman said that as C had not made payment for the mobile service then SP was correct in restricting the service. No further action was required by SP.

34.5

C requested a service from SP, but hardware was delivered late and was later unable to utilise it. SP investigated and found that the hardware was delivered a couple of days late, but had assisted in trying to resolve C's access issues, some advice from which was not followed.

The Ombudsman considered that SP had acted appropriately, but required an apology for the mix up over the delivery date for hardware.

34.6

C arranged to transfer C's telephone services to another company. C's telephone service provider SP cancelled the transfer. SP therefore continued to charge C for the telephone service it was providing. C refused to pay the charges.

The Ombudsman concluded that SP had cancelled the services due to an administrative error. SP was required to clear half the charges it had added to C's account after the service should have been transferred in recognition of this. SP was not required to clear all the charges as the transfer had been cancelled in error, not through any malicious intent, and otherwise C would have not paid for telephone services for several months.

34.7

C complained that a service from SP was not provided. SP agreed that there had been contradictory information and unnecessarily long delays. C complained but got insufficient responses. SP acknowledged that there had been a lack of responses to C.

The Ombudsman agreed with SP, but found the claim for business losses was not justified. However, a goodwill payment and an apology was required. SP was also required to ensure C's credit reference was amended after any outstanding debt was cleared.

34.8

C complained that an incorrect charge was levied by SP for a new transfer. C complained but SP failed to respond. C maintained the complaint via the telephone, but reported that one of the advisers for SP had been rude. SP investigated and agreed that there had been an incorrect charge; a special offer had not been applied. It also agreed that there had been poor customer service for C, but did not address its adviser's rudeness.

The Ombudsman agreed with SP and required it to complete its apology and also to make a goodwill payment.

36.0 Tariffs

36.1

C said had agreed to a cash back scheme with SP which SP did not honour. SP said that the scheme it had agreed to with C was not what C said it was. SP said it had honoured what had been agreed.

The Ombudsman said that without the evidence of a call recording it could not be known what C was advised of at the point of sale. As a resolution the Ombudsman required SP to refund C with three months rental as goodwill, which was part of the deal that C said had agreed to.

36.2

C realised that discount plan had been changed by SP without C's knowledge or consent. C disputed this with SP for approximately ten months but remained dissatisfied with the responses received. SP said that C was better off on the new discount plan but the plan was reverted back.

The Ombudsman said that C had received poor customer service from SP. SP failed to resolve the issue in a timely manner did not adequately respond to C's letters and also changed the discount plan without C's consent. SP to send a letter of apology and award a goodwill payment.

36.3

C contacted SP with issues relating to incorrect tariffs, disputed charges and poor customer service. SP maintained the charge as correctly raised and that it was part of a business contract agreement.

It was concluded that there was no clear indication that SP set up the tariff illegitimately and in fact C had clearly given an acceptance of that agreement. C continued to refute this. However, there is no evidence provided to support C's claims. There is also no evidence of any service shortfall in this case.

In full consideration of the facts and issues surrounding C's complaint against SP it is recommended to the Ombudsman that he requires the following action: -

No further action is required from SP in this case