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1.0 Auto Diallers

1.1

C received a bill with unrecognised calls for an internet dialler. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault.

The Ombudsman required no further action from SP. C was to remain liable for any remaining outstanding balance as there was no evidence that the SP had acted inappropriately.

2.0 Billing

2.1

C agreed to a discounted offer for a line and call plan but SP failed to apply the discount to the account when it sent C bills. C complained about this but the problem was not rectified, so C complained to the Ombudsman.

In response to the complaint, SP told the Ombudsman that it had now corrected the billing error, credited the account for the errors and it had applied a small goodwill gesture to the account in recognition of the inconvenience caused.

The Ombudsman was satisfied with the action SP had decided to take and other than maintaining the action, the Ombudsman decided that SP need not take any further action.

2.2

C complained that SP had taken payments that were not due. SP experienced a system error causing some payments in January 2005 to be allocated three times to an account. SP did not explain this clearly to C and failed to resolve the issue in a timely manner and issue remained outstanding in December 2007. SP made an offer to C to refund the disputed charge and two free month's service.

The Ombudsman requires C to consider accepting SP's offer to refund the disputed amount and to provide two months free service and that SP will issue a letter of apology.

2.3

C complained that the SP failed to apply the correct tariff. The SP stated that there was an error, but it was corrected. The bills provided in evidence by the SP did not however, verify this. C complained and stopped paying. The SP referred C to a debt collector.

The Ombudsman considered the SP had acted reasonably as C was bound by the Terms and Conditions of the contract and it had taken steps to rectify the errors. The SP was required to make an apology for a shortfall in customer service and if C has remained on the wrong tariff, it was to take the appropriate action to correct the tariff and cancel any difference in cost between the two tariffs until successfully completed.

2.4

C received a bill showing a late payment charge. C queried this with SP as the bill had been paid by Direct Debit. C believed that SP had resolved the issue but later received a demand for payment advising that C had not paid. C contacted SP and was advised that this would be investigated. C was later advised that the Direct Debit payment had been cancelled and C set this up again. SP continued to fail to take payments and the account was later passed to a Debt Collection Agency.

Following the Ombudsman's request for a case, SP contacted C offering to cancel the contract and to refund all administration charges incurred. The Ombudsman has confirmation from both parties that the complaint was resolved.

2.5

C had a mobile contract with SP. The handset developed a fault and C returned it to SP. The SP replaced the handset, but set up a duplicate account when it did so, causing the SP to bill C for two contracts.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused. It also required that the SP close the duplicate account and refund the overcharges.

2.6

C agreed to take a contract with SP on the basis that SP could supply the service cheaper than the SP being used at that time. It was later established that SP could not do that and it accepted that it had mis-sold the contract. As C had already cancelled the contract and had been charged an Early Termination Fee SP agreed to waive the Early Termination Fee. A considerable time later C received letters from a debt collection agency. In the investigation SP accepted that the fee had been waived and it was confirmed that the debt collection agency processes had been withdrawn. It was also found that SP had provided poor customer service in that it had not answered letters sent by C and to act promptly enough to prevent the debt collection agency acting.

SP was required to provide a letter of apology for the poor customer service experienced; confirm that the account was cleared and closed and that the account had

been withdrawn from the debt collection agency. SP was also required to provide a goodwill gesture, in the form of a cheque.

2.7

C agreed to take a package with SP over the telephone. C later complained that the package and the associated charges had been misrepresented and that charges were included that had not been expressed during the conversation. On checking the case file supplied by SP it was found to be contradictory and on that basis it was found that there had been poor customer service in that C should have been able to rely on the representations made by SP's agent when arranging the contract. It was also found that it would be unreasonable to require C to remain with the contract as it had been misrepresented. It was felt that the terms that C understood the contract to have included should be applied and that SP should then discuss matters with C to see if it was possible to agree a new contract. If this was not possible C should be allowed to cancel the account without penalty.

SP was required to provide a letter of apology for the poor customer service experienced, to produce a bill for the period since the date of the contract which was to be charged at the agreed package price per month, plus all items not covered by the package charges. Such items would include line rental and call charges that were not specifically covered by the agreed package. SP was also required to credit the installation charges which were not mentioned when the contract was agreed and to provide a goodwill gesture credit of to reflect the poor customer service experienced and to contact C, by telephone, to discuss the requirements for the package with a view to arranging a suitable package. If agreement could not be reached C was to be allowed to cancel the account (including the package agreed on 3 January) without any financial penalty. Whatever agreement was reached was to then be confirmed in writing by SP within 72 hours.

2.8

C moved house and informed C of this but then did not receive a bill from SP for several months, despite having advised SP of the move on subsequent occasions since. C complained to SP about this but received no response.

By the time the case was ready for investigation; SP had contacted C with an offer of resolution but had yet to receive a response from SP. Therefore the case proceeded to investigation and it considered that SP's offer to C was fair and reasonable for the billing error. However, it was clear that C had also received no response to three previous complaint letters. Therefore, apart from ensuring SP now had C's correct details, it was also proposed for SDP to apply a further goodwill credit to the account and provided C with an apology.

2.9

C complained that call charges had been duplicated on two bills from SP. The explanation was given that there had been back billing for some calls due to a fault on the billing service and that customers had been informed of this in a letter. The itemised bills did not reveal any duplication.

It was required that SP should provide copies of the itemised calls on the two bills in question in order that C could check them and establish that there was no duplication.

2.10

C upgraded the package with SP and when C's first bill arrived it was incorrect. SP had experienced issues with migration from one billing system to another. C had been charged under the old tariff. SP issued revised bills. C received large bill and believed that the terms of the upgrade had not been fully explained. SP made a goodwill gesture. SP terminated C's account for non payment and applied a termination fee.

The Ombudsman requires O2 to maintain the call charges and that C should contact SP to arrange a suitable repayment schedule. SP to supply C with the tariff plan and the terms and conditions. SP is required to reinstate the goodwill payment offered to C and to apply it to the outstanding arrears.

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2.11

C contacted SP to arrange cancellation of a Broadband and telephone account because C was moving address. C had arranged for the service to be provided at the new address. C noticed that Direct Debits had continued to be taken for the Broadband service. Despite several phone calls and emails the account was not cancelled and a refund of the overpayment was not provided. C complained to the Ombudsman and asked to be released from the contract at the new address without penalty. SP agreed that there had been failures in the process and to send the cheque and a small goodwill payment.

The Ombudsman decided that the customer service had been poor and that a goodwill gesture was appropriate and an apology. However, it was not felt appropriate to allow the new contract to be cancelled as there was no complaint about the current service being received.

2.12

C complained about charges from SP. SP state there was more than one account open for the same customer, but agreed to cancel the charges that remained on one and verify there were no charges remaining on the others. C accepted that their complaint had been resolved.

2.13

C called SP to request that the account was transferred into a different name. SP agreed to this advising C that the line would need to be disconnected and reconnected in the new name. On receipt of the next bill C had incurred an early termination charge. SP advised that C had still been within the minimum contract period when the disconnection had occurred. C disputed this charge advising SP that it had failed to advise C of the minimum contract term. SP was asked to provide a copy of the contract; this request was not actioned.

The Ombudsman concluded that C would have been informed of the Terms and Conditions when taking out the service but that C should have been informed when requesting the name change that an early termination fee would be applied. The Ombudsman also agreed that C should have been sent a copy of the Terms and Conditions when this was requested. The Ombudsman required SP to offer an apology and clear the early termination charge.

2.14

C arranged an upgraded contract with SP and stated that it arranged to start one month later. There was nothing to support this claim. It was important to C as there was a cashback arrangement in relation to the original contract and in not completing the contract C stood to lose a cashback payment. In any event the arrangement was honoured. It was accepted that it would be unusual to agree to start a contract one month later than arranged. SP offered a goodwill gesture in respect of any confusion but did not accept that it had agreed to start the contract as stated by C.

The offer was viewed as appropriate and was proposed to the Ombudsman.

2.15

C ordered a package of services from SP but SP was unable to connect the broadband that came with the package. C asked for the package to be cancelled but SP refused to do this because C was within a minimum term contract. SP continued to send C billing which C refused to pay. C complained to the Ombudsman.

The Ombudsman commented that C had given SP reasonable time to overcome the connectivity issues and it had been unable to do so. C was therefore entitled to cancel the account without an early termination fee and she directed SP to do this.

However, the Ombudsman noted that C had enjoyed the benefits of the other services in the package and she concluded that C was therefore responsible for the charges this incurred.

2.16

C complained that the SP applied a detrimental default record to their credit reference. C complained but the SP stated there had been a debt and so the default could not be removed as it was correct at the time. C provided further evidence that illustrated the debt was not theirs.

The Ombudsman considered the SP had not provided sufficient evidence to demonstrate that the debt belonged solely to C and that on the balance of probabilities, it had made an error in applying the default. This was required to be removed. An apology and goodwill payment was also required from the SP.

2.17

C was promised a refund of charges by SP but SP only applied part of the refund. C complained about this and SP arranged to have the remainder of the refund applied to the account. However, C received billing showing that a credit had not been applied but the refund amount had been added to the bill. C complained to SP about this but SP maintained that the bills were correct so C brought a complaint to the Ombudsman.

The Ombudsman inspected bills C had supplied in support of the complaint and ascertained that there had been a billing error and SP had incorrectly applied a charge instead of a refund. The Ombudsman directed SP to refund C with the charge that had been incorrectly added to the account.

C had asked the Ombudsman to direct SP to make an award for the inconvenience caused by the error and by shortfalls in customer service. However, the Ombudsman noted that SP had already provided a suitable goodwill gesture for any inconvenience and she directed that the only further action SP was required to take was to send C a letter of apology.

2.18

C ordered a package of services from SP which included a fixed tariff and a Home Hub phone. However, the equipment was not delivered and C found that C was on the wrong billing and being charged for calls that should have been free. C complained to SP about this and despite promises that the problems would be resolved there weren't. C sent letters of complaint to SP but the letters went unanswered. C complained to the Ombudsman.

SP told the Ombudsman that it accepted C had experienced a poor level of customer service. It explained that it had now put things right for C and had made a goodwill offer as a gesture of goodwill. The Ombudsman felt that the goodwill gesture SP had offered C was commensurate with the shortfalls in customer service and other than maintaining this offer, SP need not take any further action.

2.19

C says SP promised to send a welcome pack and details and failed to do this. C believed that Direct Debit details had not been supplied. SP had signed C up over the phone and due to an error held an incorrect house number so the welcome pack went to the wrong house? SP submitted a new request although the request was not actioned. C continued to use SP's service and incur charges. C refused to pay the charges.

The Ombudsman maintained that the call charges were valid and SP should make a goodwill payment to C.

2.20

C says broadband did not work and so cancelled service and requested a refund. C says has sent in letters to SP regarding this. C says has been contacted by SP and offered a goodwill gesture but has not received this. C would like the proposed award made by SP, confirmation their credit rating is not affected and anything else the Ombudsman sees fit in the circumstances. SP states their credit rating is not affected and the proposed award was sent to C. SP acknowledges its error in failing to cancel the account when requested.

The Ombudsman required SP to apologise for shortfalls in customer service and to confirm in writing accounts closed and credit rating not affected. It was found C had already received the award from SP.

2.21

C ordered broadband from SP. There was a delay of five months before C was able to connect and the connection was intermittent and slow. C cancelled, wrote to complain and requested a final bill. SP failed to reply to C's complaint and advised that an early termination fee would be payable on cancellation. C transferred to another provider but still did not receive a final bill. C complained to Otelco.

SP advised that C had not contacted Technical support for help with connection problems and maintained the early termination fee. The Ombudsman considered that SP had failed to advise C to contact Technical Support, failed to respond to C's letters and failed to provide a final bill.

The Ombudsman required SP to provide a goodwill credit for the early termination fee and to send written confirmation that the account was closed with no adverse credit history on payment of the outstanding balance.

2.22

SP applied charges for telephone calls to C's account outside the billing period. SP explained to C that due to a billing error, the charges had not applied on an earlier bill. C complained that the charges were simply duplicates for calls he had already paid for.

The Ombudsman looked through C's bills and found that the charges had not been duplicated. It was clear that the charges had simply been delayed – it was clear that for a period C had not been charged for any calls. The Ombudsman was of the opinion that although it was unfortunate that there had been a delay, SP was still entitled to expect C to pay these charges and did not require any further action.

2.23

C complained that the SP billed them incorrectly and that they suffered various problems. C then decided to cancel their Direct Debits. C complained that the SP referred them to a debt collector. The SP stated that an early termination fee was due, but it offered to reduce this by half. C rejected the offer.

The Ombudsman considered the SP had acted appropriately and that C had been premature in stopping regular payments. The previous goodwill gesture was considered generous and C was recommended to accept it.

3.0 Broadband

3.1

C complained to SP that there were problems with the dial up internet service. However, SP did not provide the service, only the telephone and line rental. C complained to SP in writing on several occasions, but SP failed to fully address C's complaint.

The Ombudsman concluded that SP should have dealt with C's complaint and correspondence in a more professional manner and therefore there had been a shortfall in customer care. However, SP could not be held responsible for C's internet connection problems as there was no fault with the telephone service. SP was required to apply a small goodwill credit to C's account and send C a letter of apology.

3.2

C complained that when C connected to SP's broadband service the connection was intermittent. C reported this to SP who did not assist C and so C employed own engineer. C remained unhappy with the service and so requested cancellation. Since that time C says that C has tried to obtain compensation from SP for the engineer's fee and call costs but SP has maintained that it is not liable.

The Ombudsman said, after review of the information provided, that C did not allow SP to investigate the fault further before cancellation. Therefore its refund of all broadband charges, cancellation without penalty and a refund of the activation fee was viewed as a reasonable response. With regard to the engineer's fee the Ombudsman stated that it was C's own choice to employ the engineer and so therefore C should cover the costs. However, it was noted that SP could have raised a fault to investigate itself but failed to

do this. The Ombudsman therefore required SP to award a goodwill payment towards the engineer's fee.

3.3

C joined SP for broadband services, however C ran into financial difficulties not long after joining. C paid what was initially owed but then cancelled the services, stating that this had been agreed by the SP and that there were to be no further charges. C also said that they had not entered into a 12 month contract with SP. C's local CAB became involved but SP failed to respond to them in a timely manner.

The Ombudsman decided that C had been made aware of the terms and conditions and had not initially complained about the 12 month contract. The Ombudsman required SP to invoice C for the outstanding charges but not for the early contract termination fee and to send a letter of apology for its failure to respond in a timely manner.

3.4

C complains that C has not had a broadband service for a number of months and has contacted SP on many occasions but has not received a response or any remedy. SP acknowledged that it had not responded to C and offered to investigate and restore service.

The Ombudsman considered that SP had demonstrated a variety of customer service failings and requested that it provide a refund for part of C's broadband service and a goodwill payment in recognition of the inconvenience C experienced.

3.5

C entered into an agreement with SP to provide broadband services. C continually had problems with the service which SP was unable to resolve after 9 months. C sought to cancel the agreement. SP issued a MAC code but told C that the remainder of the minimum contract applied. C complained about the standard of customer service and sought release from the contract and compensation for inconvenience caused.

The Ombudsman directed the SP to make a goodwill payment and to refund the cost of subscriptions C paid to SP. Further, the Ombudsman directed the SP to confirm that C's contract had come to an end and to write to C by way of an apology.

3.6

C purchased a broadband package with a connection speed of up to 16 Mbps. C complained to SP about slow connection speeds and conducted a connection speed test. C advised SP that the connection speed was only 4 Mbps, but SP advised C that the line speed was 15.3 Mbps.

After conducting a connection speed test on C's landline, the Ombudsman noted that the maximum connection speed available was 7 Mbps. The Ombudsman requests that the SP charges C for a more appropriate package and refunds the difference in cost. The Ombudsman also requires the SP to provide an apology letter for the shortfall in customer service.

3.7

C experienced problems with their broadband service but received conflicting advice as to what the problem was. C requested to cancel their account and wanted a refund of charges. The SP cancelled the account and refunded some of the broadband charges. C experienced a poor level of customer service. The SP offered to refund all broadband charges.

The Ombudsman was disappointed with the level of service C had received whilst reporting their fault. The Ombudsman required the SP to fulfill its offer to refund all broadband charges. The SP was also required to make a further goodwill payment and write a letter of apology for the shortfall in customer service that had occurred.

3.8

SP offered a call plan to include broadband and caller id/ display. C accepted the plan with a free 30 day service offer. C complained that the phone was not working. Complaints were ongoing and included difficulties with broadband, the caller id/ service and a failure to call back when promised. SP made a goodwill payment into the account for the lack of service and then offered to waive termination fees on the account and a further goodwill payment.

The Ombudsman considered that there had been some failures with customer service. Significantly there was a language barrier which had prevented full understanding and the utilisation of the broadband technical helpline, numerous calls daily which aggravated the problem as advisers could not see what had happened on the account, and a failure by SP to take extra measures to resolve the problem under the circumstance. A team leader was commended for the patience and understanding she had shown whilst dealing with C. SP was to reiterate a previous offer made as this was considered reasonable along with a full written apology for not giving C information it was aware of.

3.9

C claimed to have been mis-sold a broadband agreement and that SP had also delayed the supply of a MAC. SP did not comment on the mis-selling issue, but refuted any wrongdoing with regards to the MAC. It was found that as SP had been approached by C regarding the mis-selling issue within the six months retention period SP should send a copy to C to prove there was no mis-sell. There was no evidence that SP had delayed the MAC.

SP was required to provide a copy of the sales conversation to C to prove conclusively that C was not mis-sold. If SP was unable to do this, the company is required to offer C penalty free cancellation of the broadband service and provide a full refund of broadband charges. If provided, and disproved, C should be held to the full term of the agreement or charged the penalties if leaving early, to offer C a goodwill gesture credit and send a letter of apology for the service shortfall highlighted in the report.

3.10

C agreed to take a contract with SP for a phone line and broadband. The broadband failed and C's computer became infected with a computer virus despite C using anti virus software supplied by SP. After complaint it was agreed that the contract could be cancelled. This was after C had cancelled the Direct Debit to SP and refused to pay SP. Even though SP had agreed that the contract could be cancelled and that the Early Termination Fee would be withdrawn C then received letters from a debt collection agency. This was considered poor customer service.

SP was required to provide a letter of apology for the poor customer service experienced; confirm that the account was cleared and closed and that the account had been withdrawn from the debt collection agency. SP was also required to provide a goodwill gesture, in the form of a cheque.

3.11

C was a customer of SP and had had a second line installed, upon which C was to use a dial-up internet facility. However, C struggled to receive any great connection on this line and then decided to arrange for another SP to provide a broadband service over that line. At this point, that provider advised C there was equipment on the line preventing it from providing the broadband service and therefore, arrangements were made with the network SP to have this removed. Once the equipment was removed, C was then able to utilise the broadband service. However, C then complained to SP about it having had this equipment on the line at the time C was trying to use the dial-up internet service, as C was unhappy that SP had not removed this earlier, which C believed would have allowed C to utilise that service. C sent several letters to SP but received no response.

First, the investigation explained to SP that no comments could be made over the broadband SP's actions or that of the wholesale network provider, who was the only party who could actually remove the equipment from the line. In relation to SP's actions, the investigation could find no evidence to suggest that C had ever reported any faults with the services during the period the equipment was on the line and when a fault was reported, there was nothing to suggest this had anything to do with that equipments, as it had already been removed and C then had a working broadband service. In addition, SP also explained that this specific equipment did not prevent dial-up internet access, only broadband internet access and it was a commercial decision for it to remove this. The investigation was satisfied with SP's explanations and any commercial decision remained outside of the Ombudsman's remit for investigation. Nevertheless, the investigation did find that despite C having sent complaint letters to SP, no responses

were provided. As this was viewed as a shortfall in customer service, it was proposed for SP to provide C with a goodwill credit to the account and an apology.

3.12

C experienced a fault with their broadband service which was not resolved until some weeks later. When the fault was initially discovered C employed an independent engineer to look at the problem and it was found that the fault lay with the line and not the equipment. The engineer charged C for this service. C made many calls to SP and promised call back were not received. C continued to access the internet using dial up during this time. C sent several letters to SP asking for a refund of the engineer's costs, a refund of the dial up and broadband charges during the time without the service, compensation for the possible loss of earnings and compensation for the calls and postage to SP. C failed to receive responses to the letters.

The Ombudsman concluded that SP should not be required to refund the engineers costs as it was C's own choice to use this service. It was also agreed that as C's line was a residential line then SP could not be required to compensate for a loss of earnings however it was acknowledged that there had been a shortfall in customer service. The Ombudsman required SP to issue C with an apology, offer a goodwill payment for the failure to respond to letters and for the inconvenience caused, credit the account with the cost of broadband charges incurred whilst without the service and to refund the charges incurred by using the dial up service.

3.13

C applied for broadband from SP. There were some delays in the provision of broadband but C was kept notified of the delays. C complained that she was charged for broadband before she had received it and SP agreed to credit C's account.

SP failed to credit the account and C cancelled her direct debit. SP failed further to apply promised credits and C sent a cancellation letter. C's telephone account was cancelled as a result of her letter and her broadband account was disconnected as a result of non payment. A cessation fee was added to the account and there were further charges outstanding for service.

C sent letters of complaint which received no response. SP admitted a shortfall in customer service and offered to credit the broadband cessation fee.

The Ombudsman welcomed SP's offer but considered a further credit was appropriate. The Ombudsman required SP to credit the full outstanding balance and send a letter of apology to C.

3.14

C could not connect to broadband. SP advised that a Digital Access Carrier System (DACs) was present on the line and could not provision broadband. It was found that C

was entirely responsible to remove any markers or features present on the telephone line to ensure that broadband could be provisioned. SP offered a goodwill gesture which was reasonable.

SP was required to maintain its goodwill gesture payment, to contact C directly to ensure that the broadband service is functioning correctly and send a letter of apology

3.15

C entered into an agreement of services for a broadband service and could not get the service connected. SP stated that there was an incompatible product on the line preventing provision, but accepted that a system fault prevented the final provision. It was found that C encountered a delay in the provision of broadband and was not shown a level of service normally expected.

SP was required to maintain its offer to clear the account balance to nil, offer penalty free cancellation, confirm in writing that the account is closed and balance zeroed, make a goodwill gesture payment and send a letter of apology for the service shortfalls highlighted in the report.

3.16

C stated that SP had mis-sold the broadband agreement and on this basis signed up to a telephony service. SP stated that there was no mis-sell and that all broadband agreements are subject to survey. It was found that C was not advised accordingly at the point of sale and this led to mis-understanding.

SP was required to make a goodwill gesture award of 50% of the remaining charge (not including the connection charge), against the outstanding balance for any misunderstanding regarding the initial request for a broadband service and service shortfalls and send a letter of apology for the service shortfalls highlighted in the provisional report

3.17

C subscribed to free broadband with the SP but C was unable to get it. The SP confirmed that several errors had occurred with C's account and free broadband was no longer available due to full capacity at the exchange. C experienced a poor level of customer service. The SP made a goodwill payment towards the costs incurred by C.

The Ombudsman was concerned by the actions the SP had taken and the delays this had caused. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The SP was required to make a goodwill payment and write a letter of apology.

3.18

C agreed to SP's broadband service in a package with other services, where the broadband was to be provided to C without a monthly charge. However, when SP attempted to provision the broadband service, it discovered there was a marker on C's line which was preventing SP from doing so. Therefore, C took actions to have the previous SP remove this and then advised SP, but at this point, SP advised C it could no longer offer the broadband service without charge. C was unhappy with this as it was not the package C had originally agreed to. C formally complained to SP but to no avail.

It was explained to both parties that although the Ombudsman had no jurisdiction over the telephone and TV services within the package (in this instance) consideration would be given to the actual package which was agreed to. Although the investigation was satisfied that SP was not responsible for the initial delay, it is considered that C was entitled to be provided with the package at the agreed price, particularly as C had paid for the activation of the broadband service at the point of sale and also the other services had already commenced. The investigation also found that C had received other shortfalls in customer service from SP in relation to its response to the complaint, although it was also clear that SP had already applied various goodwill credits to C's account. It was, therefore, proposed for SP to allow C to be released from the contract without penalty, provide C with a further goodwill credit and apology, credit any administration charges applied and also confirm any remaining balance in writing.

3.19

C claimed that a broadband service had never worked. This was disputed by SP. The documents provided by C did not demonstrate that a fault had existed for the period of time claimed and were not consistent with such a complaint. It was not accepted that there had been a long term problem. It was accepted that SP's service with a landline had failed for a limited period and that there had been poor customer service in that letters had not been responded to.

SP was required to provide a letter of apology for the poor customer service experienced in not responding to letters received, to refund the daily line rental paid whilst the landline service was not working and to credit the account with a small goodwill gesture to reflect the poor customer service experienced.

3.20

SP was unable to provide a broadband service due to a DACS being on the line. SP agreed to install a new line free of charge however due to a system fault it was unable to provision the service. SP then charged C for the installation costs, amended the direct debit without advising C and caused C to incur bank charges. The Ombudsman notes SP credited the costs back to the account however failed to recognise the bank charges incurred. C experienced a shortfall in customer service and complained of business losses however the Ombudsman concluded SP is not contractually obliged to compensate for such a loss.

In summary the Ombudsman required SP to make a goodwill gesture and to issue a formal letter of apology in recognition of the customer service issues raised.

3.21

SP was unable to provide a broadband service due to a DACS being on the line. SP agreed to install a new line free of charge however due to a system fault it was unable to provision the service. SP then charged C for the installation costs, amended the direct debit without advising C and caused C to incur bank charges. The Ombudsman notes SP credited the costs back to the account however failed to recognise the bank charges incurred. C experienced a shortfall in customer service and complained of business losses however the Ombudsman concluded SP is not contractually obliged to compensate for such a loss.

In summary the Ombudsman required SP to make a goodwill gesture and to issue a formal letter of apology in recognition of the customer service issues raised.

3.22

SP had provided a broadband and telephone service for C. C moved house and had no problems moving the phone line but the broadband would not work. C contacted SP and was told to cancel the old contract, and then call up a few days later to reorder. SP told C that this would cost one month's rental. C followed this request and then re-ordered the service. C complained that the service was not being received and so contacted SP. SP advised that there was a fault and to contact another company to test the line. This was done and C went back to SP to notify that no fault was found. C complained that the broadband service could still not be received. Following a couple of attempts at resolving the matter C moved SPs. C then received bills for the remaining term on the cancelled service.

The Ombudsman considered that C had followed SP's advice by cancelling the service and then re-ordering. SP stated it had no record of the re-order and that it was charging for the remaining monthly fee from the old address as per its terms and conditions. C stated that the supply had switched due to frustration that SP was not providing this and there was no resolution on the line fault. The Ombudsman recommended that C was responsible for one month's charges as notified and that this contract would have been renewed for a further period of twelve months but for SP's inability to provide the requested service. It had then lost out on a new contract. It was to send out a written apology for sending debt recovery letters and review C's credit rating for any adverse effects. SP was to make a goodwill payment in recognition of the time, inconvenience and expense incurred by C.

3.23

C was an existing customer of SP but had decided to transfer the services to another SP. However, C noted that C no longer received a previous discount while C was waiting for transfer, who was delayed, and, therefore, contacted SP to advise C would

like to continue with the services. SP therefore tried to re-provision the broadband service but C was then unable to connect. SP requested a Migration Authorisation Code but due to a further delay in SP using this, this expired. SP requested further MACs but again these were invalid. C remained without an active broadband service.

It was explained to C that in the investigation, the ombudsman could make no comments in relation to any other SP. However, in relation to SP it was clear that C had agreed to go back with it and that due to a delay with it, the MAC C had provided had expired. His was viewed as a customer service shortfall but it was also clear that SP had already adequately recompensed C for this. In relation to the ongoing provision of the broadband service, the investigation found that SP was not provided with the correct MACs (for whatever reason) and no blame could be attributed to SP in that regard. Nevertheless, SP proposed to attempt one further provision of the service with one month and if this was still unsuccessful, it would allow C out of the contract without penalty and also provide a further goodwill payment. The investigation welcomed this proposal and considered it to be fair and reasonable to resolve the matter, along with an apology.

3.24

C complained that broadband was faulty and when it was repaired one computer would not connect and kept crashing. C said had made numerous calls to SP and sent letters of complaint but had received no resolution. SP said that the fault had been fixed and it had done all it could to assist C. SP proposed a nominal goodwill payment.

The Ombudsman was concerned that SP said the fault had been repaired when it provided no evidence to substantiate this. The Ombudsman concluded that the fault did still exist and therefore SP's lack of resolution for approximately seven months was viewed as unacceptable and constituted poor customer service. The Ombudsman required SP to arrange a home IT visit free of charge, award a nominal goodwill payment and send a letter of apology.

3.25

C subscribed to SP's TV, telephone and broadband package. SP failed to provide the broadband connection for six months. C telephoned and wrote to complain but was still not provided with broadband and complained to Otelo.

The Ombudsman considered there had been a number of shortfalls in the customer service provided by SP. The Ombudsman required SP to provide a goodwill credit, to give high priority to establishing a broadband connection, and to provide a goodwill credit for the early termination fee in the event SP was unable to provide broadband and C wished to cancel the whole package.

3.26

C received a package of services from SP which included a free broadband service. However, C experienced a problem with an email facility and when C complained about this to SP C felt that SP was not doing enough to resolve the problem. C decided to withhold payment on the account and to request mid-term cancellation of the services without penalty. C sent letters to SP about this but did not receive a response so C complained to the Ombudsman.

In its response to the complaint SP pointed out that C had been receiving the broadband and C's complaint revolved around the problem with the email which SP had tried to resolve. However, given the problem, SP accepted that it would cancel C's account without penalty. Such action provided C with the resolution C wanted and while directing SP to maintain this offer, the Ombudsman pointed out to C that she was satisfied that C was responsible for all other charges that were outstanding on the account.

3.27

C moved home but was unable to connect to both broadband and telephone at the same time at the new address. C reported a fault and a replacement hub was provided. This did not solve the problem but C connected the old modem and was able to connect. C did not complain for a further five months and then requested a refund of the broadband charges. SP sent an engineer to resolve the connection problem and made a goodwill offer which C declined. C complained to Otelco.

SP increased its goodwill offer. The Ombudsman considered that C had been able to use broadband during the period and therefore C's request for a full refund was not warranted. The Ombudsman considered SP had made a generous offer which should be maintained.

3.28

C subscribed to SP's broadband service but faced difficulties connecting to the service.

The Ombudsman requested a case file. The SP agreed to downgrade C's service and refund the service charges incurred. C was happy with the outcome.

3.29

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

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

3.30

C subscribed to SP's broadband service and free security package. The security package expired and C contacted SP to subscribe. C could not then connect to broadband. A fault was reported and a replacement modem issued. C was still unable to connect. Technical Support diagnosed C's computer had crashed. C claimed the costs of replacing the hard drive and reinstalling Microsoft Office. SP made a goodwill offer which C rejected and then complained to Otelo.

The Ombudsman considered that C had left the PC open to virus attack by not updating the security before it had expired. SP also excluded liability for any loss of data. The Ombudsman considered that it was C's responsibility and that SP had made a generous offer. However, SP acknowledged that C had extensive connection problems due to faulty modems. The Ombudsman required SP to provide an additional goodwill credit to reflect this shortfall in customer service.

3.31

C experienced a problem accessing email accounts on a broadband service which subsequently caused a Personal Computer to crash. C repeatedly complained to C about the problem but over a twelve month period SP either failed to make promised call-backs or made them outside of an appointed time. C took time off work to deal with the call-backs so C was considerably inconvenienced when they were not made. C wanted the problems resolved and compensation for loss of work time. SP explained that the terms and conditions specifically stated that compensation would not be made for any financial loss. C complained to the Ombudsman.

While the Ombudsman agreed with SP about compensation for financial loss she commented that there had been shortfalls in customer service and she felt it appropriate that SP should make a goodwill gesture to C in respect of this. She also noted that the service problems had still not been resolved so she directed SP to nominate an appropriate person to make contact with C and to try and resolve them.

3.32

C complained that SP failed to provide C with a web mail username and password. C sent letters to SP but remained dissatisfied. C also complained that C could not make or receive calls. SP said it had resolved the web mail issue which was caused by a profile problem. SP said it had awarded C a nominal goodwill payment.

The Ombudsman was concerned that SP failed to resolve the problem for four months and this was viewed as poor customer service. The Ombudsman required SP to award a further nominal goodwill payment. With regard to the landline problem the Ombudsman advised C that C should raise a fault with landline provider and call provider. The Ombudsman could not comment further as the complaint raised against SP was for broadband only.

3.33

C ordered a broadband service with SP. After being provided with a go live date for the service there were delays in providing the service were experienced as C's local telephone exchange was unable to accept the order as it was fully subscribed and working at capacity. There was nothing that SP could do about this situation. In the meantime SP provided two reasonable goodwill gestures and applied a monthly credit to the account to cover the cost of a dial up service that it arranged until the broadband could be provided.

SP was required to keep C informed of progress in relation to provisioning broadband on a monthly basis and allow C to cancel the service if it was preferred to attempt to obtain a service with an alternative service provider.

3.34

C transferred to a package with SP to include telephone, TV and internet services. Due to an issue with the broadband, SP were never able to activate the service. C asked to cancel the entire package. SP failed to action this request and C continued to receive demands for payment. SP did eventually cancel the services and refunded the activation fee paid for the broadband. SP continued however to ask for payment for charges incurred after C asked to cancel the services.

The Ombudsman concluded that there had been a shortfall in customer service and required SP to issue C with an apology, confirm all service were now cancelled, offer C a goodwill payment, clear all charges incurred after C asked to cancel the services and if nothing further was owed to stop any debt collection proceedings ensuring that this had no adverse affect on C's credit rating.

3.35

C experienced a loss of telephony and broadband service. SP accepted that broadband was not provisioned. It was found that SP had raised charges for a service not received and not shown C a level of service expected. C had made use of the telephony service and those charges and dial up usage was correctly raised.

SP was required to make a credit against the outstanding balance on the account, maintain the offer of a penalty free broadband cancellation and send a letter of apology for the service shortfalls highlighted in the report

3.36

C applied for broadband and telephone service from SP. There was a crackling on the telephone line and broadband did not work. C felt the two problems were related but it transpired that SP had not processed the order for broadband. C contacted SP rarely to

complain about the problem. The fault was not addressed and as C did not follow up it remained. C wrote to SP and it asked her to call it, which C had been having difficulty doing. C wrote again on a number of occasions and SP failed to respond to C's letters.

The Ombudsman considered there was a customer service shortfall in this case and required SP to contact C with regard to the ongoing fault, apply a credit to C's account, apologise and ensure a smooth broadband transfer after C had provided a MAC.

3.37

C entered into an agreement of service with SP for a broadband package and could not get connected. SP stated that a goodwill gesture payment was made in view of the difficulties encountered. It was found that C had been inconvenienced with regards to the lack of service received and that a request to cancel the package had been repeatedly ignored.

SP was required to offer C penalty free cancellation of the broadband service, credit all charges raised for the broadband service against any outstanding balance and refund any amount outstanding by cheque, if any, cancel the call package taking into account the required notice period, and applying the normal cancellation fee, make a goodwill gesture payment, against any outstanding balance, and refund any amount outstanding by cheque, if any, confirm that the account are closed in writing, ensure that any markers are removed and send a letter of apology for the service shortfalls highlighted in the report.

5.0 Cancellation

5.1

C complained that the SP had maintained charges after the service was supposed to be terminated. The SP investigated and found that C had requested cancellation of one but not both services that it provided.

The Ombudsman concurred with the SP that the charges were maintained correctly; C had not specifically requested that both services were to be stopped. The SP was required to provide an account breakdown to show charges and payments made.

5.2

SP provided C with a mobile telephone contract which C requested to be cancelled. SP failed to cancel and upgraded it instead but sent the new handset to a different address unknown to C. C contacted SP, was promised that the matter would be reviewed and a call back would be made. C then wrote letters and emails to SP chasing the matter. C then cancelled the Direct Debit as C claimed charges had been taken from the account. C stated a Direct Debit indemnity had been claimed for the charges. SP acknowledged

that it had made an error and backdated the account disconnection offering to credit the charges. C was told that a charge would be made on asking for a breakdown of the account. C then asked for this to be taken from the account that was in credit. C was chased for further charges, after cancelling the direct debit, and then SP apologised for poor customer service, offering a goodwill payment.

The Ombudsman noted that SP had acknowledged the error and had tried to refund the charges. SP had to review the account and ensure that it had refunded all charges after the disconnection date and send C a final statement showing a nil balance. SP had apologised for poor customer service and this was considered appropriate action. However the Ombudsman required SP to make a goodwill payment to be sent with a supporting letter showing the reason for the payment. SP was to check that C's credit rating had not been affected and review its customer service to ensure that its advisers contact customers as promised.

5.3

C agreed a mobile contract with SP. The C felt that the SP did not supply the package as agreed.

After the Ombudsman contacted SP, it agreed a resolution with the C, which C was happy with. No further action was required by the Ombudsman.

5.4

C contacted SP to terminate the contract and SP continued to charge for the service. SP began to pursue C for the outstanding balance. C contacted SP to complain although SP failed to respond to the correspondence. SP acknowledged that it had failed to process the cancellation and made a goodwill gesture.

The Ombudsman requires SP to issue a letter of apology together with the goodwill gesture and to write to the debt collection agency to amend C's record.

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5.5

C complained that SP had continued to send bills for services after the contract had been cancelled. SP accepted that a technical error had caused the cancellation request to fail. SP explained that credits had been added to C's account, initially by an advisor in acknowledgement of the error but subsequently by mistake. C wanted an apology and reimbursement of the costs incurred as well as compensation for the upset caused. In its submission, SP offered to transfer the amounts shown in C's account to C and to ensure that no adverse information relating to the matter stayed on C's credit file. The Ombudsman decided that the offer made by SP was a reasonable way of resolving the matter and required SP to send a formal apology setting out the proposal to C.

5.6

C wanted to cancel C's services with SP but was experiencing difficulty in contact the dedicated cancellation team helpline. Therefore, C emailed a cancellation request to C but it then requested C to put this in writing. C advised there should be no need for this and requested the email be forwarded on. SP advised it could offer C a call back and although C accepted this and provided SP with a time and number, no further response from SP was received. C then began to receive demands for payment and complained to SP. SP belated attempted to resolve the matter by clearing the balance and providing C with a goodwill payment, but C rejected this.

The investigation found that although there was no reason for C not to have followed the procedure SP had outlined, there was also no reason for SP not to have made more proactive efforts in order to cancel C's account as it was clear this was what C wanted. The investigation also found that SP did not contact C back as requested and had it done so, the account would then have been cancelled. The investigation welcomed SP's belated attempts to resolve the matter and it was clear that not only had it cancelled the outstanding balance, but also offered C a goodwill payment. The investigation was satisfied with this and proposed the offer was retained, along with an apology to C and also confirmation that the account was now closed with a zero balance and C's no information had been passed to C's credit file as a result.

5.7

C complained that SP failed to provide a means to terminate a service and C had to make many requests, incurring additional costs. C wanted considerable compensation from SP for all expenses and inconvenience. SP stated the issues for C were partly of C's making and that the costs that C incurred were as a result of stopping payments and an ill-advised service installation by a competitor, with its own cost implications. SP did not consider compensation was due to C.

The Ombudsman considered there had been an element of poor customer service for which a goodwill payment was required. SP was also required to close the account without applying a penalty fee, but the compensation that C wanted was considered inappropriate and was not imposed on SP.

5.8

C signed up for a telephony service and decided to cancel with the minimum contract period. C disputed the termination charge applied by SP then decided to remain a customer. SP stated that a credit was raised for the termination charge and offered a goodwill gesture payment.

SP was required to send C its normal welcome literature, provide a up to date invoice of the account, make a goodwill gesture credit and send a letter of apology for the service shortfalls highlighted in the report.

5.9

C sent a cancellation request to SP in accordance with the terms of the agreement. SP claims that it did not receive the cancellation request. C has provided no evidence that the cancellation request was received. The SP chased C for payment via its normal credit control procedure. C complained as C felt harassed. SP failed to respond to one letter of complaint.

The Ombudsman was of the opinion that the SP had not received a cancellation request and was only following procedure in chasing payment. The Ombudsman required the SP to send a letter of apology for not responding to one of C's letters.

6.0 Carrier Pre-Select

6.1

C's calls were not routed through SP's carrier pre select service due to a problem with SP's SP. C incurred costs as a result. SP refused to cover the costs as it said it was not at fault.

The Ombudsman was of the opinion that SP should cover the costs as problems it has had with its SP are not C's concern. The Ombudsman also required SP to apologise for advising C to liaise with its SP when C was unable to do so.

8.0 Customer Service

8.1

C was a small business. An employee agreed to cancelling the Home Highway service and changing to broadband. C cancelled the broadband order. However, SP disconnected the Home Highway and did not provide the broadband and C was left without an internet connection for seven days. C claimed for business loss and expenses. SP made a goodwill offer which C rejected. SP sent a deadlock letter and C complained to Otelo.

The Ombudsman considered that SP had made a generous offer. C had cancelled the broadband order, had not explained to the engineer he had done this and had provided no evidence in support of any actual loss.

The Ombudsman required SP to maintain its goodwill offer.

8.2

C found that another service provider had taken over the line. C contacted several providers before contacting SP. SP explained that it had received a transfer request and it was powerless to prevent it. However, C felt that SP was the only service provider that could offer compensation as C was not a customer with the other provider. SP issued a deadlock letter because it was unable to offer any assistance after the line had transferred.

The Ombudsman noted that SP had no choice but to release the line when requested. On that basis it had no responsibility for any costs incurred as a result of the transfer. The Ombudsman recommended that C contact the new service provider. Action was not required of SP in respect of this complaint.

8.3

C ordered a replacement handset from SP and requested this be delivered to C's work address, yet SP tried on two occasions to deliver this to C's home address and C did not successfully receive the handset until over one week later. C complained to SP about this and advised that C had taken time off work in order to have the handset collected from C's home address when this had been arranged. C sent emails and letters to SP to complaint but to no avail.

For investigation, SP acknowledged that the handset delivery had been delayed and also that it had not responded to C's escalated complaint letter. However, it maintained that there was no evidence to suggest C had confirmed C had wanted the handset delivered to C's work address in the first instance. From the evidence provided, the investigation could not say conclusively whether the initial delivery was to be to C's work or home address, but on the balance of probability, it was considered this would be C's home address. The investigation was satisfied that C had received shortfalls in customer service from SP and also experienced a degree of inconvenience, but taking into consideration the goodwill credits already applied, the investigation was also satisfied that SP's proposal for recompense was fair and reasonable. Therefore, it was proposed for SP to provide C with a direct goodwill payment and also an apology.

8.4

C said that SP barred handset and failed to remove it on two occasions. C also disputed the first bill but SP failed to respond. Due to the errors caused by SP C requested cancellation without penalty but SP maintained that C would be charged a penalty fee. SP said that in error the bar was not removed. SP said it had refunded C with line rental whilst the handset was barred and did not see why C should be allowed to cancel without penalty.

The Ombudsman said it was evident that SP had failed to address the dispute with the first bill and had also failed to remove the bar twice. SP had therefore broken the agreement as it had not resolved the problem within 7 days. C therefore had the right to cancel without penalty. The Ombudsman required SP to cancel the contract without penalty and remove the outstanding balance. SP was also required to award a nominal goodwill payment and send a letter of apology.

8.5

C asked to transfer the telephone number to a new address for business. SP was unable to transfer the number as there were no spare lines available at the new address. However SP disconnected the number at the old address and C was unable to receive any calls. SP arranged for a call divert to a new number provided but C was without service for nine days. C requested compensation for business loss. SP excluded liability in its Terms and Conditions but made a goodwill offer which was rejected. C complained to Otelo.

The Ombudsman considered that SP's exclusion clauses were valid but recognised that C had received poor service. The Ombudsman required SP to increase its goodwill offer to include charges for the call divert and expenses incurred.

8.6

C agreed to services with SP but the broadband service was not provided promptly. After some problems, SP provided the service but then C had difficulty with the connection. C asked to cancel the service which SP agreed to do. C paid the final balance but then SP continued to bill for the service, which by then had transferred to another provider. C complained about the continued billing but SP referred the account to debt collection. SP acknowledged its error and later cleared the charges. However, C asked for compensation which SP was not prepared to pay.

The Ombudsman noted that SP had dealt with most of the issues raised by C. However, the Ombudsman was concerned about unwarranted debt collection, particularly as it was due to SP's errors. The Ombudsman required SP to issue an apology, confirmation that the account was closed with a clear balance, to confirm that C's credit file was adversely affected, and to issue a goodwill payment for the shortfall in service and unwarranted debt collection.

8.7

C asked SP to investigate why the location of the pole outside his home was prone to lightning strike. SP investigated the matter and advised accordingly. C complained about the advice given and about SP not responding to C's letters. SP advised that the lightning issue was a matter outside its reasonable control and offered advice.

The Ombudsman considered the first issues was outside the Terms of Reference and therefore no further comments could be made. However, it was discovered that C had received a shortfall in service levels from SP for no response. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide a goodwill gesture.

8.8

C moved abroad but could not use their Pay As You Go handset. The SP explained that it did not have an airtime agreement for PAYG services in the country C had moved to. C experienced a poor level of customer service. The SP offered to unlock C's handset.

The Ombudsman accepted the SP's explanation for why C could not use their handset abroad. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman required the SP to unlock C's handset, make a goodwill payment and write a letter of apology.

8.9

C agreed to a service from SP and then cancelled the service. SP did not process the cancellation after C's first letter or telephone call and C asked C's former SP to take over the service. The new SP took over C's line again as a result of work it had undertaken at C's exchange. SP refunded all charges and offered C a goodwill payment for the inconvenience.

The Ombudsman was of the opinion that there had been a shortfall in customer service in this case. The Ombudsman required SP to maintain its offer to credit all charges and apply a goodwill gesture.

8.10

C requested to cancel their account but the SP failed to take any action. C wrote several letters to the SP but did not receive a response. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The SP was required to cancel the account and refund charges incurred after the initial notice was given. The SP was also required to make a goodwill payment and write a letter of apology.

9.0 Direct Debit

9.1

SP failed to collect payment from C's account because the Direct Debit instruction was repeatedly cancelled at the bank. The account then reverted to quarterly billing. The Ombudsman noted that SP did not alert C to the payment failure. In resolution the Ombudsman required SP to notify C of the outstanding balance on the account; and on receipt of payment of the outstanding balance, set up a Direct Debit instruction to collect on a monthly basis.

KEYWORDS

Billing DD incorrect action taken CS

11.0 Disconnection

11.1

C's sim card was deactivated. The SP explained that C had not used their sim card regularly enough and therefore the service was ceased. The SP explained this was stated in the Terms and Conditions. The SP offered to refund the credit was on C's handset at the time it was deactivated. C experienced a poor level of customer service.

The Ombudsman accepted the SP's explanation for why C lost service and welcomed its offer to refund the lost credit. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The SP was required to make an additional goodwill payment and write a letter of apology.

11.2

C discovered that they were still being charged for a business telephone system which they no longer had. C wants the rental charges refunded and SP's records amended to show they no longer have the system. SP advises that it has amended its systems and is arranging a refund of the rental charges from June to date.

11.3

C's phone line was out of service for six days. C requested compensation and submitted a claim for actual loss. However C did not provide any evidence of loss to SP and SP rejected the claim. C complained to Otelo.

The Ombudsman considered that C had received notice that C would need to provide evidence of loss and had failed to do so. The Ombudsman considered that C's claim was not warranted in the absence of any supporting evidence of actual loss incurred. The Ombudsman required SP to ensure that the appropriate daily rate.

12.0 Disputed Charges

12.1

C disputed fee with SP as C said had not agreed to the business call plan. SP maintained that C had agreed to the plan and sent C a deadlock letter. C remained dissatisfied.

The Ombudsman was concerned that SP had failed to provide a signed contract to prove that C had agreed to the service. With this in mind the Ombudsman required SP to remove the fee and recalculate C's bills as if not on the plan. SP was also required to award a nominal goodwill payment and send C a letter of apology.

12.2

C took out two mobile phone contracts on the basis that calls to 07744 numbers were free. Not long after C had taken out the contracts the SP decided to start charging for these numbers. C felt that the SP should not be able to do this and as such wished to cancel the contracts. The SP said that this was not a price change but a re-categorisation and as such C could not cancel the contracts. The second contract was set up with incorrect account details and SP proposed that C should transfer the contract into C's name after an initial few months.

The Ombudsman was of the opinion that SP's decision to change which calls were free financially disadvantaged the complainant. C had made it clear why C wanted the contracts and had been informed that these types of calls were free. If C had been told they were not going to be free C may not have taken out the contracts. The Ombudsman's decision was to allow C to exit both contracts without an early termination penalty. The Ombudsman also decided that a goodwill gesture should be paid for a shortfall in customer service.

12.3

C took out two mobile phone contracts on the basis that calls to 07744 numbers were free. Not long after C had taken out the contracts the SP decided to start charging for these numbers. C felt that the SP should not be able to do this and as such wished to cancel her contracts. The SP said that this was not a price change but a re-categorisation and as such C could not cancel her contracts. The second contract was set up with incorrect account details and SP proposed that C should transfer the contract into C's name after 4 months.

The Ombudsman found that although this may have been a financial decision, changing the contract financially disadvantaged the complainant. C had made it clear why she wanted the contracts and had been informed that these types of calls were free. If C had been told they were not going to be free C may not have taken out the contracts. The Ombudsman's decision was to allow C to exit both contracts without an early termination penalty. The Ombudsman also decided that a goodwill gesture should be paid for a shortfall in customer service.

12.4

C called an international number on C's mobile phone using an access number operated by a company that advertised discounted calls. When C received C's next telephone bill C discovered that SP had charged C more for calls than the advertised rate. C complained. SP explained that the advertised rate only applied to calls made from a landline. It maintained the charges as accurate. C refused to pay them. Therefore SP cancelled C's account and charged C an early termination fee. C complained that the termination fee had been calculated inaccurately. SP accepted this and reduced the fee.

The Ombudsman decided that SP had charged C incorrectly for the calls in question. C had failed to fully understand the service offered. SP did not operate the discounted call service and therefore could not be held responsible if C was misadvised about how it worked. SP was required to reduce the amount outstanding by a nominal amount to recognise the inconvenience C was caused by the miscalculation of the termination fee and other shortfalls in customer service.

12.5

C is a business and contacted SP to ask it change its business line from one premises to another. SP agreed but failed to process the order. This led to a loss of service and costs for C.

C complained but the complaint did not receive a response. C withheld payment until the complaint received a response and this led to service restrictions. C made part payment but received further service restrictions. C left to go to another service provider but SP applied a termination fee which C did not agree with.

The Ombudsman was of the opinion that there were shortfalls in customer service in this case and required SP to credit costs associated with the transfer, costs associated with calls and the termination fees.

12.6

C incurred a high level of call charges in a short period and exceeded the credit limit. SP restricted service on the line. C rang in to find out why and discovered the level of call charges. A dialler had been making calls every minute for a period of two days. SP maintained the charges. C was promised many call backs by SP and assigned a specific agent. However, when this agent was away from the office SP failed to re-assign the case leaving C chasing for information and failing to receive promised call backs. SP acknowledged the significant shortfall in customer service

The Ombudsman requires to make a goodwill payment and to send a written apology for the shortfall in customer service to C.

12.7

C moved house and incurred an installation charge. C disputed the charge. The SP explained that the installation charge had been raised as a new line had to be installed at the property. C experienced a poor level of customer service.

Although the Ombudsman considered the installation charge had been raised correctly, it appeared a shortfall in customer service had occurred. The SP was required to make a nominal goodwill payment and write a letter of apology.

12.8

C ordered an upgrade to the broadband service. SP failed to provide the upgrade for three months but added charges to the account. C wrote to complain. SP upgraded the service and applied credits for the overcharges on the account. C was informed by telephone but asked for a write reply to letters. SP agreed to send an explanation. C did not receive the reply and refused to pay the account balance. SP suspended the service and C complained to Otelo.

The Ombudsman considered that there had been some shortfall in the customer service provided by SP. However, C had failed to make any payments for services used on the account and the Ombudsman considered that SP had not acted inappropriately in seeking to collect the debt. The Ombudsman required SP to provide a goodwill credit in recognition of the shortfall in customer service.

12.9

C moved out of home for a period and says that C asked SP if line could be reconnected, free of charge when C moved back in. C says SP agreed to this. When the C moved back in, SP charged to reconnect the line.

The Ombudsman did not consider that there was evidence to demonstrate that C had been mis-advised. It required no further action from SP.

12.10

C complained that the SP maintained an account after it was supposed to have been closed. C stated that the minimum term for the contract had ended and C stopped their Direct Debit, assuming the account would automatically close. The SP stated that this was not grounds for an account to close and C continued to accrue charges.

The Ombudsman considered C had not followed the SP's requirements, which were clearly stated in the Terms and Conditions. The SP offered a goodwill payment which was considered generous; no further action was required of the SP.

12.11

C transferred the service to another provider and failed to notify SP. SP applied early termination fee initially believing C to be in a five year contract and then confirmed that C was in a one year contract (following a variation to contract). SP maintained that C had terminated contract period early although no evidence was supplied to confirm the actual start date of the one year contract period. C complained that SP were unable to supply details of the ADR process. SP agreed to suspend recovery of the debt whilst the dispute was investigated, C complained that SP continued with recovery action.

The Ombudsman requires SP to refund C 50% of the termination fee, to review its' training procedures to ensure all staff are fully aware of the ADR process and ensure C's cheque payments have been assigned to the correct account.

12.12

C called SP to advise termination of dial up package. SP continued to invoice C for the service despite C's letters to SP. SP failed to respond to the letters. SP terminated the package five months after the initial request and did not inform C that the termination request had been terminated.

The Ombudsman requires SP to make a goodwill payment.

12.13

C claimed that C had called SP to enquire about call charges to other mobiles under C's tariff and C had been mis-led into believing what the charges would be and was unhappy when billing revealed the true charges for the calls. C complained about this and demanded a refund for calls made to another mobile but SP refused this and maintained that the charges were correct and valid. C complained to the Ombudsman.

In the absence of evidence to support either party about what was said during the enquiry C had made the Ombudsman was unable to reach a sound or reasoned conclusion about whether such a call had been made, and if so what had been discussed. However, from a close inspection of SP's Tariff Booklet, the Ombudsman was satisfied that C had been correctly charged in accordance with C's tariff and was not due any refund. She concluded that SP need not take any further action about this issue.

12.14

C transferred service to SP but continued to receive bills for calls from previous provider. C complained to SP and sent letters. C then received confirmation from previous provider that C was utilising a dialler box to route calls. C requested compensation from SP and for it to compensate C for the bill received from previous provider. SP provided a case file for consideration.

The Ombudsman said that SP was not at fault for the fact that C's calls continued to route through previous provider via a dialler box. The Ombudsman confirmed that when

the service transferred C's previous provider should have informed C how to cancel the account and remove and return equipment. SP could not be blamed for this. The Ombudsman could find no justified reason why SP should compensate C for the bill from previous provider as this was for calls C had made. The Ombudsman said that the proposed goodwill from SP was reasonable in recognition of the service shortfalls received. SP was required to honour its offer of goodwill and to send C a letter of apology for the service shortfalls.

12.15

C had decided to move to a different SP which was offering a better deal on its mobile services. T offered an improved offer when C asked to cancel but C claimed then it had then failed to implement it correctly. C claimed that T had not answered complaint letters and, although it had said that it would, had not provided written details of the new deal or a recording of the telephone conversation during which the details had been agreed. As resolution, C wanted an apology for all the inconvenience caused. T claimed to have implemented the deal as agreed and to have responded to all the letters received. T provided a recording of its adviser's telephone conversation with C which showed that C had recalled the details incorrectly. T accepted that there had been problems initially but said that these had now been corrected and any money taken in error had been re-credited to C's account.

The Ombudsman agreed that C had been mistaken and that the details of the deal had been applied correctly. She required T to send C a copy of the recording and to apologise for not sending this earlier.

12.16

C moved house but their old account was not closed and C continued to incur charges. C experienced a poor level of customer service. The SP closed the account and refunded the overcharges.

The Ombudsman was concerned by the SP's failure to take appropriate action. The Ombudsman considered that a shortfall in customer service had occurred. The SP was required to make a goodwill payment and write a letter of apology.

12.17

C moved house, which was in the same street. C was advised they could keep the same number. C moved and was given a different number. C was then billed for calls for their previous number after they had moved.

The Ombudsman requested a case file. The SP re-billed C's account for calls from their number only and made a goodwill payment. C was satisfied with this.

12.18

Premium rate text message services were subscribed to from C's handset. SP contacted C to advise of the high usage and explain how C could prevent further messages from being received. C says C followed SP's advice but the messages did not stop. SP placed a full bar on C's account but C made large interim payments so that services could be restored. SP offered to block all incoming text messages but C decline the offer. C says C did not ask to be sent the text message and does not believe C is responsible for the charges.

The Ombudsman was of the opinion that the messages were subscribed to from C's handset. The Ombudsman believed that SP had taken all the steps it could to prevent the debt from growing and required it to take no further action in this case.

12.19

C advises they cancelled their service with SP but continued to be billed for the service. C says they started to receive letters from a debt collection agency. C complains of not receiving responses to their letters. SP advises that there was a delay in ceasing C's service and proposes to clear the outstanding balance and apologise for any inconvenience caused.

The Ombudsman found there was a delay of eight months in ceasing C's service; this was considered a shortfall in service. C had continued to be charged line rental. SP was required to clear the outstanding balance. In what was an unwarranted referral to a debt collection agency SP was required to ensure C's credit file was not adversely affected. SP had not responded to C's letters which was considered a further shortfall in service. SP was required to apologise for the shortfalls in service and award a gesture of goodwill in recognition of them.

12.20

C had several billing problems and complained to the SP. The SP investigated C's account and resolved the billing issues. The SP allowed C to downgrade their tariff. C requested to cancel their contract without penalty. The SP made an offer to cancel the account with a reduced termination fee.

The Ombudsman was satisfied that the SP had resolved C's billing issues in a reasonable and timely manner. The Ombudsman could not justify a fee free cancellation and found the SP's offer to be reasonable. The SP was required to maintain its offer of a reduced termination fee.

12.21

C says that they changed broadband packages with SP last year but they are not being charged the correct amount. C also complains of promised call backs not happening and unanswered correspondences.

SP did not provide a case file for investigation.

The Ombudsman required SP to apologise for shortfalls in customer service and an award of goodwill was made in recognition of this. It was also required that SP confirm to C that they are now on the correct package and if not to rectify this and to credit back to C the difference between the two packages to the date when this was supposed to have been changed over.

12.22

C had telephone service with SP. The SP billed C for calls that had been made in previous billing periods. The C requested a written reply to C's complaint but this did not happen.

The Ombudsman considered that the SP was entitled to charge for legitimate calls retrospectively. She required that the SP make a goodwill payment and written apology to C for the failure to provide a written response.

12.23

C disputed charges raised. SP stated that a system fault had initially occurred and C was charged on a later invoice. It was found that C's equipment had made the usage and therefore charges were legitimate.

SP was required to offer C a re-payment plan to help reduce the burden of the debt.

12.24

The customer had a mobile telephone account with SP and was surprised to discover a call bar had been placed on the account. A few days later the customer received a call from SP's Fraud Department about the customer exceeding the call credit limit and charges outstanding on the account. The customer accepted that the customer had made the calls and duly paid the charges. However, the customer was unhappy that the credit limit had not been effective and asked SP to refund part of the charges the customer had incurred. SP refused to do this, so the customer complained to the Ombudsman.

The Ombudsman commented that call credit limits were purely a means for a service provider to monitor and protect it from risks and they should not be used by a customer as a means of managing an account. The Ombudsman noted that the customer did have a call timer facility and this would have been of greater benefit for managing the customer's usage. The Ombudsman was satisfied that the charges were valid and the customer was responsible for them, so the customer's request had to be refused.

However, the Ombudsman noted that SP had not tried to alert the customer about the likelihood of a call bar once the call credit had been exceeded. This was a shortfall in customer service and she directed SP to make a goodwill gesture to the customer in respect of it.

12.25

C complained that SP had recorded a default on a credit reference file after a debt had been paid. C also disputed the debt. It was shown that the debt was some years old and nothing was produced to show that it was not genuine. C was advised that this investigation could not find any reason to alter things but that if C continued to dispute the accuracy of the default a complaint could be made to the Information Commissioners Office.

The Ombudsman required SP to issue an apology. Removed all references of a debt, refund all overpayments and confirm that this had no adverse affect on C' credit rating.

12.26

C received a telephone bill which contained call charges for a seven month period. C telephoned to dispute the charges. C also wrote four letters but did not receive an explanation. C complained to Otelo.

SP confirmed that a system error had caused certain calls to be charged late. The Ombudsman accepted that C had made the calls and that the bill was correct. However, the Ombudsman considered that SP had failed to explain this to C. C had telephoned and written four letters before SP had provided an explanation. The Ombudsman therefore required SP to provide a goodwill payment in recognition of the shortfall in customer service and to send a written apology.

12.27

C complained that the SP had failed to provide the service requested. C complained and requested to cancel the service and transfer away. The SP maintained charges as C was still within the minimum term of the contract. The SP investigated C's complaint and stated that calls had been made to C offering assistance but C had not responded. In C's complaint letters this was mentioned and C stated they decided not to bother as they were disillusioned with the SP and the service.

The Ombudsman considered the lack of response from C was their decision and that on the balance of probabilities, the SP could have resolved the issues. However, there was an element of poor customer service for which an apology and goodwill payment was required.

12.28

C disputes that SP has accurately billed the account in line with the discounts C was entitled to. C was provided with opposing explanations of the application of the discounts to the account and C continued to dispute the charges generated. The Ombudsman considers that the appropriate discounts were applied to the account but

there was clear evidence of poor administration and a failure in customer service. SP offered a goodwill gesture in recognition of errors it believed had been made without fully investigating the charges disputed. This further demonstrated poor administration and a shortfall in customer service.

In summary the Ombudsman requires SP to ensure that the previous goodwill credits were applied to the account; maintain the outstanding balance; and to issue a formal letter of apology in acknowledgement of the customer services issues raised.

The Ombudsman recommends that TalkTalk reviews any training issues and failings in its customer service procedures that C's complaint may have highlighted.

12.29

C complained to SP after receiving a bill containing a number of calls to a Premium Rate Service number. C disputed making the number of calls stated on the bill however SP maintained that C's line was working correctly and that C would be liable for the charges. C later paid the disputed charges. It was decided on the balance of probabilities that the calls were generated from C's telephone line as all indications suggested the line was working correctly since this was the only number on the bill that was being disputed.

The Ombudsman concluded that there was no further action required from SP.

12.30

C signed up to an inclusive tariff with the SP but did not receive a discount. The SP confirmed the discount had not been added. The SP added the discount and made a goodwill payment. C experienced broadband problems which the SP resolved. C's username and password were sent to a third party in error. C experienced a poor level of customer service. The SP made a goodwill offer which C rejected.

The Ombudsman was pleased the SP had resolved C's billing and broadband issues. However, the Ombudsman considered it likely that the SP had breached one of the principles of the Data Protection Act. The Ombudsman required the SP to increase its goodwill payment and write a letter of apology

12.31

C gave SP the required notice for terminating the services in accordance with the contract however SP ceased the services within the stipulated period. C then was charged for the entire period. C missed the opportunity to transfer the services to alternative SPs due to the speed in which SP ceased the services. The Ombudsman concludes C experienced inconvenience by this matter and required the SP to provide a refund of charges generated after the cessation dates of the services; Make a goodwill gesture and to issue a formal letter of apology.

12.32

C used dial up internet services and disputed charges for calls to a 0845 number which appeared on the telephone bill. SP maintained the charges. C asked for a detailed explanation of how the charges had been incurred and who had obtained payment. SP replied and issued a deadlock letter. C complained to Otelco.

The Ombudsman considered that C had inadvertently downloaded an auto dialler for internet access to another company. The Ombudsman considered that SP had responded to C's complaint and was entitled to payment for the calls.

The Ombudsman did not require any further action.

12.33

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

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

12.34

C disputed a refund offered by SP after the account was closed. SP stated that the refund was correct but offered an increase due to an initial poor reply. It was found that the credit refund was correct and that SP had addressed the service shortfall by offering an increased refund.

SP was required to send a letter of apology for the service shortfalls highlighted in the report

12.35

C paired C's mobile phone with C's PC. C set up the phone so it could be used as a modem for the PC. C did not intend to connect to the internet via his mobile phone but the settings on C's computer were changed, I believe inadvertently by an automatic update, and C connected using his mobile phone for six days incurring high charges. After C complained, SP offered to credit the account as a goodwill gesture.

The Ombudsman was of the opinion that it is the end users responsibility to know how they are connecting to the internet but that SP should have identified irregular usage and

put a stop to the activity before it did. The Ombudsman required SP to reinstate its offer to credit the account.

14.0 Faults (Equipment)

14.1

C complained that a handset joystick fell off. When sent to SP for repair C was told that there would be a charge for the physical damage to the handset as this was not covered. This was disputed by C and when SP would not waive the charge C asked to cancel. The Early Termination Fee was quoted and C requested payment in installment. The request was refused. Following this refusal C complained that calls were being dropped and stopped using the handset. C demanded the cancellation of the account on the basis that it could not be used. SP argued that it had never been given the opportunity to investigate this claim. It was considered unreasonable not to allow such an investigation. SP put forward an offer to resolve this matter which was considered both reasonable and appropriate in this matter. It was therefore adopted and required of SP.

SP was required to replace the handset with a similar model and to waive the costs of the line rentals since C stopped using the phone to this resolution being reached.

14.2

C experienced problems with their email and contacted the SP. The SP could not help C and C managed to fix the problem themselves. C requested a refund of the calls to the SP. C experienced a poor level of customer service.

The Ombudsman was disappointed that the SP failed to assist C appropriately. It was without doubt that a shortfall in customer service had occurred. The SP was required to make a goodwill payment, which included the cost of the calls, and write a letter of apology.

14.3

C took out a new broadband package with SP. The C cancelled the package as C said that the modem did not arrive on three occasions. The C was charged for an early termination fee from the SP.

The SP supplied evidence to indicate that the modems were dispatched.

The Ombudsman considered that the C had not allowed sufficient opportunity to supply the service it had agreed to. She required no further action from the SP in respect of the complaint.

14.4

C had initial problems with a mobile phone and reported them to SP the network provider. The handset was exchanged, but problems were ongoing and the new handset was sent for repair. C remained dissatisfied and SP offered further testing and repairs, but C refused. SP held C to the contract Terms and Conditions, but C wanted to cancel without incurring any fees and wrote letters to SP to complain.

The Ombudsman acknowledged that C had had problems with the handsets provided, but these were covered under the manufacturer's warranty. As C failed to allow SP the opportunity to complete the repairs process, it was considered that there was insufficient to require SP to cancel the contract. SP did offer C a new handset and a goodwill credit, but the offer was declined. The Ombudsman considered SP's offer to be fair and reasonable and this was maintained. However, an additional goodwill credit was also awarded for some delay in dealing with C's complaint.

14.5

C reported fault on line to SP and SP attempted to resolve it and sent out four engineers to rectify it. The fault occurred intermittently. SP offered goodwill gesture to C which was rejected. C owed a balance for call charges and did not want to pay it because of the service issues with the fault. C reported issues with SP phone feature and SP supplied no information about this. SP referred C to the debt collection agency.

The Ombudsman considered SP's reinstate its' offer of a goodwill gesture (applied to the outstanding balance of arrears on the account) and to investigate why C's feature is not operating satisfactorily and to put the findings in writing.

LOSS OF SERVICE; CUSTOMER SERVICE

14.6

C complained that after using a handset from SP for three months the signal became unusable. There was no billing provided to demonstrate this and therefore it could not be verified. SP did ask C to take certain steps in an effort to resolve the problem and offered to provide a new handset if this did not work. C refused to take these steps. This was not considered reasonable as it prevented progress being made. C stopped making payment but did eventually make payment in order to avoid debt collection action.

No further steps were required of SP on this occasion due to C's refusal to comply with requests that might have resolved this issue.

15.0 Faults (Line)

15.1

C advises that there landline and broadband were faulty and has requested compensation. SP advises C did not experience total loss of service and so is not due compensation but has already awarded C a gesture of goodwill in recognition of the problems experienced.

The Ombudsman found evidence of shortfalls in customer service but considered the award already made sufficient in addressing this matter. SP was required to apologise for shortfalls in customer service.

15.2

C reported a fault on C's line to SP and this was not fixed until two weeks later, causing C not only to be without a telephone service, but C claimed this also lost C business. C complained to SP about this and wanted to specifically claim for loss of earnings, but SP rejected this claim explaining that C was a residential user of the service and such losses could not be considered. C remained unhappy with this response and continued to complain, but the matter reached deadlock.

It was clear that C had been without the telephone service for two weeks, but it was also clear that SP had already applied a credit which was more than what was owed under its own Terms & Conditions. The investigation was also satisfied that SP was not obliged to compensate C in this regard, as it was clear he was claiming business losses over a residential line. Nevertheless, the investigation also acknowledged the undoubted additional costs and inconvenience this loss of service will have caused C and on this basis, it was proposed for SP to provide C with a further goodwill payment.

15.3

C had a telephone with SP. A fault developed, preventing C from making outgoing calls. This fault endured over a long period and caused C to use mobile phone to make calls. At the time of the complaint, the SP had still not resolved fault.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused. It also required that SP provide C with a point of contact until fault was resolved. In the event that SP was unable to supply a reliable service, it was required to make a further goodwill payment and to close the account without penalty.

15.4

C was on SP's Priority Fault Repair Service due to disabilities. C reported a fault and was given a six day repair time. C provided the priority reference number in an attempt to have the fault repaired sooner but this made no difference. C was without a telephone service for six days, causing distress and anxiety. C wrote to complain. SP responded by telephone by saying that the delay was due to the complexities of the

repair. C wrote again to complain and asked for a written response. SP apologised but C was not satisfied with its response and asked for the complaint to be escalated. C was still unhappy with SP's response and wrote again but did not receive a reply. C complained to Otelo.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP and required SP to provide a goodwill payment in recognition of the shortfalls. The Ombudsman also required SP to send a written apology and an assurance that any future faults would be dealt with as a priority.

15.5

C started to experience problems with the landline service. The problem lasted for some time and during this period C continued to be charged by SP for the service. C also experienced issues with the broadband service and SP later charged C for premium rate calls that C did not believe had been made. C asked SP to terminate the contract and to clear the disputed charges.

Following the Ombudsman's request to SP for a case file, SP agreed with C to clear terminate the contract without penalty and to clear all remaining charges. The Ombudsman had confirmation from both parties that the complaint was resolved.

15.6

C advises they were disconnected for an unknown reason, have experienced faults with their landline and broadband service and complains of poor customer service. C is a business and would like to claim business losses. SP did not provide a case file to the Ombudsman within the required timescales, which meant its views, could not be considered in relation to this complaint.

The Ombudsman required SP to provide C with an explanation why their service had been disconnected and ensure C was not charged rental when they had a landline and broadband fault. SP was required to check under its Terms and Conditions if C could claim business loss and proceed with the claim if they could. Evidence was found of shortfalls in customer service and SP was required to apologise for these shortfalls and award a gesture of goodwill in recognition of them.

15.7

C took out a new telephone package with SP. The line developed a fault and the SP reported it to the network provider, however there was a delay in the repair. The C wanted to claim business losses and left service with SP during a contract.

The SP maintained the terms of the contract but offered to reduce the early termination fee as a goodwill gesture.

The Ombudsman could see no reason why the C should not be liable for the early termination fee as she considered that SP had not broken the agreement. She did not consider the SP to be liable for business losses under the terms of its agreement with C. She required that the SP reduce the early termination fee as it had offered, on receipt of the remainder of the balance from the C.

15.8

C complained that C had not provided adequate advice when C had reported a fault. C also complained that C had reactivated a Direct Debit instruction without authority and had tried to claim a payment. As a result, C had incurred a bank charge. C stated that SP had suspended C's account, even though it was in credit. SP maintained that it had properly advised him when he reported the fault. It also said that he had agreed to set up a Direct Debit to pay off an outstanding debt, and that he had failed to keep up with it, which is why it suspended his services.

The Ombudsman was of the opinion that the advice given by SP when C had reported the problem was mainly reasonable. It was intimated that SP had advised C to purchase a phone, which was not necessary as there was a problem with the line. However, SP had subsequently reimbursed C for this. The Ombudsman also agreed with SP that the evidence suggested C had agreed to set up a Direct Debit to pay the plan that had been set up. SP had agreed to refund the bank charge, which the Ombudsman considered to be generous. It was finally decided that SP was entitled to suspend the customer's service for not keep up with payments. It was identified that C had been sent a blank bill, so SP was required to send a letter to C to confirm the outstanding balance.

15.9

C complained that SP had failed to pay compensation to C after a fault. C had therefore eventually cancelled C's Direct Debit. SP had in consequence suspended C's services. In its submission to Otelo, SP accepted that it had failed to pay compensation to C.

The Ombudsman required SP to pay the compensation C was entitled to receive. As a goodwill gesture, SP was required to remove all charges added to C's account after the service had been suspended.

15.10

C's telephone service developed a fault. C reported the fault to SP and it was resolved after a few days. C wrote to SP to ask for compensation. SP initially failed to respond. Therefore C refused to pay the next bill from SP and SP suspended C's services. C called SP and SP restored the services the same day. C then sent a letter to C offering compensation. C felt it was inadequate and continued to refuse to pay. SP therefore restricted C's services again.

The Ombudsman was of the opinion that SP's initial failure to respond to C's letters constituted poor customer service. However, the offer SP had made was considered

reasonable to recognise both the delay in SP resolving the fault and the poor customer service received. SP stated that the credit had been applied to the account but as the Ombudsman could not confirm this SP was required to confirm this to C.

15.11

C complained when a fault occurred on C's parent's line. C's parent was elderly and registered blind and therefore C explained to SP that the fault needed to be repaired as a priority. C experienced a delay and the fault was not repaired until a few days later. C's father was automatically offered a small credit for the loss of service. C complained to SP asking it to address the issues raised regarding the delay. C also asked SP to correspond via post however SP continued to call C. C wrote several letters, some of which were not responded to by SP. SP did agree to offer C a goodwill payment however C was not happy with this offer.

The Ombudsman concluded that C had experienced a shortfall in customer service and SP was required to maintain its offer of a goodwill payment as this was considered to be fair and reasonable under these circumstances.

15.12

C complained to SP that C was unable to receive any incoming calls and found that when C rang the number, another person answered. It transpired someone else from another provider had been allocated C's number. SP tested the line and found no fault so arranged for an engineer visit. The engineer found the same problem and the matter was fixed, but C was then charged for this visit. C complained to SP but it maintained the charge. C then complained to SP again as this same problem happened for a second time. Again SP tested the line and found no fault and also a further engineer visit did not resolve the matter either. Therefore, SP eventually escalated the matter internally with the network provider, but in the meantime, C was left without a full service.

The investigation considered that C should not be held responsible for the error in this instance as it was clearly outside of C's control. Therefore, it was proposed for SP to remove the engineer charge for this and take the matter up internally with the network provider. It was also clear that C had been without the full use of the service for some time while the second matter was being investigated (again through no fault of C's) and also that C had received elements of poor customer service throughout. Therefore, it was also proposed for SP to continue to liaise with the network provider to try and resolve this matter, apply a goodwill credit to C's account and also provide C with an apology.

15.13

C complained that there had been a number of issues with the package provided by T. Letters had not been answered and, when T had eventually accepted that there had been problems and offered compensation, this had not been received. After C had

submitted the complaint, T had paid the compensation offered but C still wanted a reply to the questions asked in the complaint letters sent.

In its response to the complaint, T explained that it could not trace the letter but offered to respond if C was able to provide another copy. The Ombudsman decided that T should apologise for the failings in customer service so far and make arrangements to enable C to resubmit the letter direct to the person who would respond to it free of charge, and to respond to any as yet unanswered points within 28 days of its receipt. She also required T to review its procedures for receipt, recording and responding to complaint letters as its own records made clear that there had been two letters relating to this complaint where no response had been sent.

15.14

C experienced a delay in the provisioning of services and sought substantial compensation from SP for this. SP explained that it was not responsible for any losses arising from the delay but it was prepared to pursue a claim with the sub-contractors concerned on behalf of C. C was happy with this but sub-contractors refused to award any compensation. C wanted SP to provide the compensation and while SP refused to do so, it did as a gesture of goodwill, offer to make a significant contribution to making good the losses. C refused this offer and complained to the Ombudsman.

The Ombudsman examined SP's Terms and Conditions and she was satisfied that SP could not be held responsible of the losses. She did feel that in the circumstances it was appropriate for SP to make a goodwill gesture and in her opinion, the one SP had made was reasonable and fair.

At the PC stage it was discovered that SP had taken court action against C which resulted in a judgment. As such case was withdrawn.

15.15

C reported a fault to SP and an engineer visit was arranged. The engineer repaired the fault, which was caused by vermin chewing the internal wiring, but C then incurred a charge for the repair. C disputed the charge and also that C had been made aware of it beforehand, but SP maintained it as correct and the matter reached deadlock.

In this instance, the investigation was satisfied that the engineer charge was valid and correct as work had been undertaken within C's premises. In relation to whether or not C was advised about the charges, the evidence provided within the fault report suggested that C had been made aware. On this basis, the investigation was satisfied that SP would have made C aware of the potential charges and no further action was proposed of SP.

15.16

C complained to SP about a billing issue and also that SP had damaged C's land while erecting a new pole to supply C with a landline telephone service. C contacted SP by telephone and in writing, but there was a delay before SP dealt with C's concerns.

The Ombudsman concluded that SP was required to apply a goodwill credit to C's account, send C a letter of apology and refund an incorrect charge. SP was also required to consider a claim for damages from C, once the required evidence and completed forms had been received.

15.17

C reported a fault on C's telephone line to SP. C complained that it took SP an excessive amount of time to resolve the problem. SP explained that it was because of the rural location of the fault, which meant that SP had to obtain permission to access land to carry out the repair. C also complained about some customer service problems C had experienced.

The Ombudsman accepted that there was a valid reason for the delay in SP resolving C's problem. SP was required to refund the payments C had made for the services SP supplied during the period of the fault, as per SP's Terms and Conditions. SP was also required to make a further payment to C as a goodwill gesture to recognise the poor customer service identified.

15.18

C contacted SP and reported the fault on the line. The fault was eventually fixed by SP, but the letters were not responded to. SP advised that it had applied a credit to the account and had made attempts to contact C, but was unable to.

The Ombudsman was of the opinion that although SP made attempts to contact C there were instances where SP took no ownership to address the complaint. The Ombudsman required SP to provide an apology for poor service levels and intermittent faults; to apply a goodwill credit for call costs incurred by C; and to apply a credit equivalent to two months line rental as a goodwill gesture. C was expected to pay SP the remainder of the outstanding balance on the account.

15.19

C had supply of broadband and landline with SP. The C lost both services for a period of time. Once services were restored the C claimed compensation from SP. The SP rejected this but offered a goodwill payment which was rejected by C.

The Ombudsman considered that the goodwill payment offered by C was appropriate in this case. She required that the SP make the goodwill payment it had previously offered together with a written apology.

16.0 Financial Loss

16.1

C was back billed for 0844 calls by SP which they claimed made them go overdrawn. SP stated it had informed all affected customers by letter and on its website. C claims they did not receive this letter. C provided no evidence of bank charges and SP explained it was entitled to back bill for calls up to six years old if necessary. SP also provided a small goodwill payment to take into account inconvenience to C.

The Ombudsman considered that SP had taken reasonable steps to alert customers and as it had made a small goodwill gesture and C had provided no evidence of charges incurred, no further action was proposed of SP

16.2

C's line was disconnected in error by SP for 13 days. C requested compensation but remained unhappy with SP's offer. SP said that it had calculated that C suffered no financial loss. Therefore it offered compensation for mobile usage and as goodwill agreed to pay for an advert.

The Ombudsman said that based on the information provided C had experienced some business loss although it was appreciated this was hard to quantify. As a resolution the Ombudsman required SP to award a large goodwill gesture in recognition of the loss in profit. The Ombudsman was concerned that SP failed to advise what caused the delayed reconnection to either the Ombudsman or C. In recognition of the error and the delayed reconnection the Ombudsman required SP to award a further nominal goodwill payment.

19.0 Installation

19.1

C asked for telephone services to be connected at C's new address and paid a deposit. The line was not connected and SP had no trace of C's deposit payment. SP eventually provided the service and C wrote to complain. C requested credit for line rental for the period without the phone and compensation for the inconvenience. C did not receive a reply to any letters and complained to Otelo.

On receipt of the Otelo complaint SP made a goodwill offer which the Ombudsman considered this was reasonable.

19.2

C signed up for broadband with SP but was unable to connect. C did not complain to SP until 12 months later and asked for a refund of charges. SP refused to refund the charges and sent a deadlock letter, offering a goodwill credit for difficulties encountered in contacting SP, which was declined. C complained to Otelco.

The Ombudsman considered that SP was entitled to payment for the broadband service as C had not made any complaint to SP for a 12 month period. The Ombudsman considered SP had made a reasonable offer but also required SP to accept cancellation of the broadband from the date of C's complaint as this was outside the minimum contract period and to recalculate C's telephone bills in line with the talk plan C had requested.

19.3

C signed up for SP's service and installation took place 2.5 months after the order was placed, C incurred charges with a more expensive provider during this time. C complained that SP had offered free broadband and this was why C had taken up the service. SP had explained (before go live date) that it was not able to offer C free broadband. C complained that SP had put additional features such as answering service on the line that was not required. SP had issued welcome pack including a letter with details of necessary features. C complained about the level of customer service received from SP.

The Ombudsman requires SP to credit cost of eligible Local and National calls that were made via other SP in the affected period; refund cost of mobile call made using other SP; refund cost of half a day's line rental and cost of calls diverted to mobile; make a goodwill payment and send a formal letter of apology.

19.4

C ordered a broadband service with SP. It was noted by SP that the service had not been supplied on a number of occasions but the problem was never dealt with and no progress was ever made. SP investigated matters and accepted that it had not supplied a broadband service and undertook to supply the service as a priority. It was found that there had been repeated instances of poor customer service in this case.

SP was required to provide a letter of apology, account for any payments made by C in relation to its broadband service and refund these, to provide a goodwill gesture, in the form of a cheque and to use its best endeavors to supply a broadband service via its cheapest package as quickly as possible and ensure that all usernames and ancillary services (such as email) are properly provided.

19.5

C noted that a wire had been attached to C's property without permission and complained, asking for the wire to be removed. When the wire was removed C said that it was done by accessing the property without permission and in doing so that damage

was caused. SP said that the wire had been in place for ten years. No support was provided for the claim that damage had been caused and therefore no further consideration was given to that claim. SP had made an offer of a credit by way of a goodwill gesture in an effort to resolve matters amicably. This was seen as being appropriate for the inconvenience caused.

The Ombudsman required SP to issue an apology, to provide a payment in consideration of the repairs and to offer a goodwill payment for the level of customer service received.

19.6

C experienced problems with the service after taking a package for television and broadband services. The broadband service could not start until the television package had started and when the engineer attended he not only failed to connect the digital television but lost the analogue signal as well. This was corrected but the broadband service was heavily delayed as there was a problem at C's local telephone exchange. SP failed to deliver the broadband modem despite repeated calls from C and whilst arranging credits for C as goodwill gestures it also opened a second account which created difficulties in providing the goodwill gestures. In addition to this it charged for a broadband service that should have been provided free of charge. It was found that C had experienced poor customer service in this matter.

SP was required to provide a letter of apology, confirm that a cheque previously supplied was cashed and if not reprovide this cheque, demonstrate and explain each credit that had previously been supplied, confirm that the duplicate account had now been cleared and closed;

stop charging for the broadband package, refund any charges that had been collected for that package and had not yet been accounted for, provide a Direct Debit mandate for C's use and refund any administrative charges caused because payment was not made by Direct Debit;

SP was also required to provide the necessary equipment required to ensure that C was able to connect to the broadband service, provide and connect the broadband service as a priority, provide a goodwill gesture in the form of a cheque to reflect the various areas of poor customer service experienced and the prolonged inconvenience caused; and provide the direct contact details for a member of staff qualified to take ownership of this matter. This person was to be available to discuss any ongoing issues that may be perceived by C whilst this remedy was being provided.

19.7

C ordered a telephone line and was allocated a telephone number. However, SP allocated C a different number. The bills SP sent to C recorded C's number to be the original number C had been allocated, not the number actually allocated. This confusion meant that C was unable to order broadband. C asked SP to investigate the problem. SP failed to conduct such an investigation.

The Ombudsman was of the opinion that SP's failure to conduct an investigation constituted poor customer service, and to recognise this SP was required to make a payment to C as a goodwill gesture. SP was also required to investigate whether C could be allocated the number C had originally been given or to amend its records to allow C to order broadband.

19.8

C requested a line service but SP delayed in provisioning a working line. C complained about this but SP did not respond to the complaint until C had sent in numerous letters. SP then discovered that there was a fault with the line which it repaired on the day it discovered it. C sent letters of complaint to SP about the poor service C had received but SP failed to respond to C's concerns. C complained to the Ombudsman.

The Ombudsman commented that C was entitled to compensation from SP under a Customer Service Guarantee for delays in provisioning a working service and she directed SP to apply this. She also noted that prior to the investigation of the complaint by her SP had offered a goodwill gesture to C for the shortfalls in customer service. The Ombudsman was satisfied that the offer was commensurate to the level of inconvenience caused and she directed SP to maintain it and to send C a letter of apology.

19.9

C complained that the SP failed to provide the full range of services as agreed. C complained that part of the agreement had not been fulfilled and wanted to cancel the contract. The SP told C that there was a technical problem and that they could not cancel as C was outside the cooling-off period, but the SP did offer a goodwill payment.

The Ombudsman considered there had been poor customer service for C and that it was not reasonable to deny C's request to cancel the contract, given the fact that it had been unable to provide the full range of services for many months. The SP was required to allow C to cancel the whole package without incurring a termination fee. It was also required to make a written apology for the poor customer service and provide a goodwill gesture as a contribution towards C's expenses.

19.10

C complained that SP had failed to provide a broadband service as part of the package that was contracted for. The case file provided by SP showed that C had cancelled the Direct Debit arranged to make payment to SP. This action was taken before the delivery of the first bill and before there were any problems with the provision of broadband. It was accepted that there had been technical difficulties in providing the broadband service. No criticism was made of SP as it was found that not only had C contributed to the matters affecting the provision of broadband but SP had also contributed considerable goodwill gestures to C's account in an effort to resolve matters.

No further steps were required of SP.

19.11

C ordered a package which was to include three separate services. After the first was provided SP claimed that it was unable to provide the other two services within the package. This meant that C had to arrange the services at greater cost.

SP contacted C to resolve matters and upgraded the package and provided it for a nominal amount each month for a specified period.

20.0 International Call Charges

20.1

C had a mobile phone and went on holiday. The handset was used by an unauthorised user while C was on holiday and a large bill was produced. C was unaware of this bill until C returned to UK. C disputed the bill with SP and admitted that the unauthorised user was known to C. C stated also that the credit limit should have stopped the charges. SP stated that the unauthorised usage was C's responsibility and that the credit limit does not work effectively when handsets are used abroad due to delays in the billing process and that C would have been advised of this and the charges if C had contacted SP. SP offered C a goodwill gesture. The Ombudsman considered that SP was correct in this case and that C was responsible for the charges. The Ombudsman required SP to take no further action.

20.2

C says that called SP to supply service and was told all would go through within a few days. The C assumed that the transfer had gone through and made International calls on the account thinking the calls would be free.

The SP advised that the service had not been requested and so it had not put this through. The C received a large invoice from the SP that C was still with.

The Ombudsman required no action from SP as there was no evidence that C had contacted SP to change over service and C had no correspondence from SP.

22.0 Internet Connection

22.1

C joined SP taking a package that included TV, telephone and broadband services. C discovered that SP was unable to provide a call divert facility and so C cancelled the telephone service. C had initial problems with the TV service but these were resolved. However, C continued to have problems with the broadband service and was not able to access emails. This problem was not resolved.

As resolution the Ombudsman required SP to provide a letter of apology; provide a goodwill gesture of £50; provide a refund for C's broadband charges and to release C from the full contract. However, C was required to pay for the TV services that had been received.

22.2

C complained to the SP after their business broadband service was disconnected for a period of time. On review the SP acknowledged errors had been made, with an ISDN service provided on an ADSL, and then the service incorrectly cancelled for compatibility reasons. The SP advised that the service was restored shortly after, but as C required the service for their internet business, they complained about the business losses and costs incurred. The SP then attempted to resolve this matter by offering free broadband rental, but the offer was declined with C outlining the losses they wanted considering. The claim was refused in line with Terms and Conditions.

It was concluded that as the losses incurred by C were as a direct result of the SP's errors and poor customer service, that a goodwill gesture should be considered in this case. However, it was noted that C had failed to substantiate the losses and that those being claimed were in excess of the Ombudsman remit. In resolution the SP was required to send a letter of apology and make a goodwill payment.

Broadband, disconnection, incorrect action taken, losses, customer service.
£1000 goodwill.

22.3

C took out a new package with SP for broadband, calls and line rental. SP was unable to supply broadband and refunded all costs. C considered that SP should pay for dial up charges accrued whilst waiting for broadband. C wrote letters of complaint to SP which were not responded to.

The Ombudsman considered that C should be liable for dial up charges. She required that the SP make a goodwill payment and written apology to C for failure to respond to C's correspondence.

22.4

SP provisioned a broadband service but C was unable to access the email facility. C repeatedly complained about this to SP and while SP provided a determined technical response to the problems, the issues were never overcome. C wanted a refund of all

charges made for the service and mid-term cancellation of the contract, without penalty. SP declined this so C complained to the Ombudsman.

The Ombudsman was satisfied that SP had provided as much support as it was able to but the problems had not been overcome. She understood the inconvenience and trouble caused to C not being able to access her email account and while SP had provided the broadband service, she concluded that it would be reasonable and fair, in these circumstances, for SP to allow C to cancel the contract without penalty, and she directed that this be done. However, she commented that C had been receiving the broadband service and she could not accede to C's request for the charges C had already made to be refunded.

22.5

C experienced problems with dial up internet. C's dial internet number changed without C's knowledge causing C to incur costs. C contacted SP but it was unable to fix the problem. C sent several letters to SP and it failed to respond.

The Ombudsman was of the opinion that it was C's responsibility to ensure the number C's modem was dialing was the correct number. The Ombudsman felt there was a shortfall in customer service in this case and required SP to contact C to correct the ongoing problems, apply credits to her account as a goodwill gesture and send a letter of apology.

22.6

C took out a new package with SP for calls, Line Rental and Broadband. The Broadband did not work and the C cancelled the service. The C cancelled the Direct Debit and incurred bank charges, which C requested a refund for. The C also wanted modem charges refunded.

The Ombudsman considered that the Direct Debit charges were legitimate as the C had use of the package. She required that the SP make a refund to C for the modem.

22.7

C requested for broadband service from SP. The C was never able to access Broadband but the SP charged for it. In spite of technical help, the C was never supplied with a broadband service.

The C tried to cancel the service but the SP did not allow this as the C had agreed to a minimum contract term.

The Ombudsman required that the SP release C from the contract and refund all broadband charges. It also required the SP to make a goodwill payment and written apology to C for the inconvenience caused.

24.0 Mis-selling

24.1

C asked SP to accept payment for a third party contract. C provided bank details to set up a Direct Debit as C wished to pay on behalf of a family member. SP processed a change of ownership and C had to pay double the original contract price. C complained and asked to cancel immediately. SP refused to accept cancellation and held C to a new contract. C wrote to complain. SP made a goodwill offer which C rejected. C complained to Otelco.

The Ombudsman considered the Distance Selling Regulations applied to the contract and C had cancelled within the seven day cooling off period. The Ombudsman therefore required SP to accept cancellation of the contract or to honour the original terms if C was prepared to accept the contract under C's name. SP was also required to provide a goodwill credit for payments made on the account by C in recognition of the shortfall in customer service.

24.2

C entered into a contract with SP. C's previous SP charged C a termination fee. C tried to cancel with SP but contract had already commenced. C claimed that the contract was mis-sold. SP offered to allow C to hold the contract until C had fulfilled C's contractual agreements to previous SP. C declined. SP offered to reduce outstanding balance.

The Ombudsman found that C had entered into a binding contract with SP. The Ombudsman felt SP's offers of resolution were fair and instructed the SP to maintain those offers.

24.3

C agreed to a contract with SP via a sales representative but when the service came to switch over, C discovered that the service had become lost and also noticed that some of the information provided by the sales representative, was inaccurate. The fault on C's line lasted for almost one month and C complained to SP about this and also the mis-sell. SP agreed to release C from the service without penalty and also credited C for the some of the fault period, but C remained unhappy with this.

From the evidence provided for investigation, it was apparent that SP had, internally, upheld C's is-sell claim. Although due to the type of sale, a mis-sell is normally difficult to establish, the investigation was satisfied that SP's decision not to levy a termination charge was correct. However, it was further proposed that an additional goodwill payment be provided for the shortfall in customer service. In specific relation to the fault, the investigation found that the fault period was greater than what C had received a credit for. Therefore, it was proposed for SP to apply a credit to cover the whole period.

Although it was clear that SP was not obliged to offer any compensation for loss of business, it was clear this was a business matter and also that the prolonged fault period will have undoubtedly caused C a degree of inconvenience. On this basis, it was proposed for SP to also provide C with a goodwill payment to take this into account, as well as an apology.

24.4

C discovered that they were being charged at a much higher rate than expected for calls to a particular country. C complained to SP that they had been informed that the rate would be lower when taking out the contract. SP agreed to refund the difference but advised that the higher rate was correct. C asked SP to charge at the lower rate but SP was unwilling to do this. SP did offer a goodwill payment for any shortfall in customer service.

The Ombudsman concluded that the offer already made was reasonable and required SP to maintain the offer to refund the difference in call charges, issue the goodwill payment and allow C to cancel the contract if C wished.

24.5

C stated that SP had mis-sold a service of International Roaming. SP refuted C's claim and explained that the advice given was by a third party retailer. It was found that the third party retailer had provided C with the incorrect advice and that SP had no accountability for any third party retailers.

SP was required to maintain its goodwill gesture offer, by cheque

24.6

C took out several mobile phone contracts with SP. C claimed not to have received the terms and conditions of the agreement and was therefore not given the opportunity to cancel the contract within the cooling off period.

The SP said that the terms and conditions are supplied within the mobile phone packaging and are available on the company website.

The Ombudsman considered that the C had received sufficient opportunity to cancel but failed to do so. She required no further action from the SP.

24.7

C stated that a telephony service was set up without authorisation by SP. SP accepted the error and offered to close the account and further goodwill. It was found that C did not receive a level of service expected and was set up on the telephony account without authorisation.

SP was required to confirm that the telephony account is closed with a nil balance, make a goodwill gesture payment and send a letter of apology for the service shortfalls highlighted in the report.

24.8

C received a sales call from SP and agreed to a new contract. However, C had misunderstood the charges and when the first bill arrived, C realised that SP was charging more than the previous service provider. C transferred back, but SP applied a termination fee to C's account, which C disputed.

The Ombudsman concluded that C had been charged correctly and did enter into a new contract. However, as SP had later offered to withdraw the charge, this decision was maintained. The Ombudsman did note some issues of poor customer service, but no further recompense was awarded, as SP's offer was considered generous.

24.9

C purchased a data card from the SP to allow Internet access. The data card had a maximum usage, with any usage over this threshold charged extra. The C incurred a large bill due to high usage.

The SP offered a reduction for goodwill but the C wanted a greater discount.

The Ombudsman considered that the reduction offered by the SP was fair. She required that the SP maintain it.

24.10

C states that SP mis-sold a service package which allegedly included a free broadband service. SP stated that the package did not include free broadband but credited all charges for the service to date. There was no clear evidence to demonstrate that C was mis-sold.

SP was required to offer C penalty free cancellation of the broadband service and send a letter of apology for any misunderstanding.

24.11

C contacted SP to take a mobile phone contract. As C had limited funds, C stated that SP had encouraged C to ask someone else to provide bank account details so C could open an account. C did this, but the account was set up in the other person's name and they cancelled the Direct Debit when they realised that SP may take payments. The account was disconnected for non payment and SP demanded payment. However, C stated that SP had mis-sold the contract.

The Ombudsman requested SP provided the sales recording, but SP was unable to provide this and therefore the contract was considered to be invalid. SP was required to revise C's account and withdraw the early termination fee, apply a goodwill credit and send a letter of apology.

28.0 Payments

28.1

C made a payment to the SP but the SP claimed not to have received it and suspended C's account. C provided proof from their bank that the payment had been made but the SP failed to investigate the matter. C experienced a poor level of customer service.

The Ombudsman considered that it was without doubt C had made the payment to the SP. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The SP was required to cancel the contract, without penalty and refund service charges incurred after the account was suspended. The SP was required to make a goodwill payment and write a letter of apology.

29.0 Premium Rate Services

29.1

C disputed premium rate calls billed by SP. C sent letters but said SP did not reply. SP said it had responded to C's letters and informed C to contact the companies responsible for the premium rate calls and the regulator.

The Ombudsman said that there was no evidence to suggest that a fault had occurred as C was billed for other undisputed calls during the same time period. The Ombudsman advised C that the calls were to quiz TV shows and if C wished to continue to dispute the calls then C must approach the companies responsible. The Ombudsman could find no evidence of poor customer service as SP had responded to C and correctly advised C what action to take. The Ombudsman required no response action from SP.

29.2

C disputed call charges to international and premium rate numbers. C wrote to complain but did not receive a reply and services were restricted. C paid the outstanding balance and wrote a number of further letters and emails. SP maintained the charges. C complained to Otelco.

The Ombudsman considered that C had made the calls and SP was entitled to payment. However, the Ombudsman considered there had been an undue delay in responding to C's letters and required SP to provide a goodwill credit in recognition of the shortfall in customer service.

34.0 Service Transfer

34.1

C moved home and informed SP of the date of the house move and asked to transfer services. SP continued to charge C for the old account. C asked for a refund. SP did not refund and failed to cancel the account. SP then disputed the amount of the refund due to C. C wrote to complain but still did not receive the refund due and referred the complaint to Otelio.

SP acknowledged that there had been shortfalls in customer service and recalculated C's account. SP agreed it owed C further credits on the account and offered an additional goodwill payment in recognition of the shortfall in customer service.

The Ombudsman accepted that SP had made a reasonable offer.

34.2

C was transferred to SP without C's knowledge. C telephoned and wrote to complain but received no reply to letters.

SP advised C had agreed to the transfer and had cancelled within the trial period and was free to transfer at any time. The Ombudsman considered that there was sufficient evidence to question whether SP had complied with the Sales and Marketing Code of Practice and SP had failed to respond to C's letters. The Ombudsman required SP to provide a goodwill refund in recognition of the shortfall in customer service.

34.3

C contacted SP to transfer services from an old address to new premises but was disconnected and encountered repeated delays. SP accepted that C was advised incorrectly regarding the time periods for transfer.

It was concluded that C was repeatedly mis-advised by SP regarding the service transfer, received a poor level of service and a poor reply to contacts made. SP was required to offer C a goodwill gesture payment, which takes account the unsubstantiated call costs and service shortfalls, refund the charges taken for the period without service and send a letter of apology for the service shortfalls

34.4

C was a small business and complained that SP was preventing the transfer to another provider, had failed to provide the service requested and was overcharging. C wrote to complain and refused to pay the bill. C's services were disconnected for non payment. SP restored services pending the outcome of the complaint. C complained to Otelo.

The Ombudsman considered that C had not provided any evidence to support the claims made. SP had made a generous offer to C and the Ombudsman considered that no further action was required.

36.0 Tariffs

36.1

C bought a SIM card from SP and put it into C's mobile phone. C was advised of the costs of Internet charges. When C used the Internet, the charges were much higher than advised. SP said this was because C had not used a handset supplied by SP.

The Ombudsman considered that C had not been given good advice. It required the SP to make a goodwill payment and written apology to C, which covered the Internet charges. The Ombudsman recommended that the SP publish clearer terms of service in its price guide.

36.2

C took a contract with SP that would have free line rental. A credit was provided to the account at the start of the contract that was the equivalent to the total line rental costs for the year. As C had a very large bill in the first month of the contract the credit was used up in one go and C then argued that a charge was being made for line rental. It was accepted that the way the deal had been expressed was not as clear as possible but it was not considered so confusing to cancel a contract.

A small goodwill gesture was required for the poor customer service experienced in this case in that C was caused confusion.

36.3

SP changed C's contract on the direction of a retailer. The Ombudsman accepts changes can be completed without a signed contract and notes SP transferred the contract back to the original tariff plan at C's request. C highlighted several queries about the accounting of the billing and it was considered a shortfall in customer service that SP failed to address the letters of complaint.

In summary the Ombudsman requires SP to recalculate the account on the original tariff plan; provide a letter to accompany the recalculation detailing an explanation of the calculation used, and system used to charge for texts, whether it by length, word or individual texts; make a goodwill gesture in recognition of the customer service issues raised; and to issue a formal letter of apology.

36.4

C upgraded a telephone tariff and maintains that a cashback offer was made to be paid immediately. SP stated that the offer was a redemption offer and would be paid in installments. No call recording was provided for consideration. On the balance of evidence provided, it was accepted that the offer was made as a redemption offer and was not to be paid immediately. C was not shown a good level of customer service.

SP was required to send C full confirmation of the redemption offer, in writing, to ensure that C knows how and when the cash back offer will be received, make a goodwill gesture payment to the telephone account and send a letter of apology for the service shortfall highlighted in the report.