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## **1.0 Auto Diallers**

### **1.1**

C received a message from SP warning of call activity to a foreign country. It was said that C was told to challenge these call charges when the invoice was received and that this allowed the calling activity to continue. It was claimed that this was an example of SP failing in its duty of care to C. It was also claimed by C that calls and correspondence had been used to attempt to resolve this dispute. There was no support for this claim. The calls were found to have been made as a result of a rogue dialler being downloaded and causing the call destination to be diverted to the foreign country.

It was found that SP had provided a good level of customer service in this case and no further steps were required of it.

### **1.2**

C complained to the SP about connection problems with a handset. The SP decided to provide a replacement despite never having the opportunity to repair it, although C was unhappy that the SP failed to collect the old one as expected. C then contacted the SP due to malicious calls being received. The SP offered to provide a new SIM card but advised that this would incur an administrative charge. C was unhappy, and the SP it would waive the charge if a crime reference number was provided. C failed to take this action and stopped payments. This led to a large outstanding balance and the dispute being passed to the Ombudsman.

On review it appeared that the SP had acted appropriately through and had in fact gone against procedures by providing a replacement handset as a goodwill gesture. However, the SP was required to explain to C the reason why charges are applied when mobile numbers are changed without crime reference numbers.

### **1.3**

C incurred charges for international, national rate and personal rate numbers. C refused to pay for the charges and blamed this on a rogue dialler activity. SP maintained all charges and expected C to pay. The Ombudsman considered in this case that SP should refund the international rate charges since ICSTIS had advised all phone companies to shut down all international numbers that were related to a dialler. The Ombudsman expected C to pay SP the rest of the charges.

## **2.0 Billing**

### **2.1**

C agreed a new package for telephone and broadband with SP at a reduced rate. SP then billed C incorrectly and C complained. SP confirmed the package charge and then billed correctly for three months before getting it wrong again. C complained and experienced poor customer service. SP failed to respond to a casefile request and provided no information.

The Ombudsman required SP to verify the package and its length and to ensure that C had been correctly billed, to apologise for poor customer service and to pay a small goodwill credit.

## **2.2**

C started to receive bills from SP, but C had not requested the telephone services. C complained to SP by telephone and in writing, but SP failed to deal with the complaint. SP also sent the account to debt collection agencies and C was concerned about the effect this would have on C's credit history.

The Ombudsman concluded that C had received a very poor customer service from SP and required SP to provide a goodwill payment, send a letter of apology, confirm that C's account had been cleared to zero and closed and that C's credit files had been amended.

## **2.3**

C thought that his telephone service with SP had been cancelled. However, this was not the case and SP continued to bill C for call and service charges. C cancelled the Direct Debit and made an indemnity claim through the bank, but SP pursued the debt as C had used the service. C complained to SP, but the charges were maintained.

The Ombudsman concluded that C was liable to pay SP for the service and call charges. However, there was some poor customer service and SP was required to provide a small goodwill credit to C's account.

## **2.4**

C agreed to SP telephone service, but cancelled within the cooling off period. SP continued to bill C for the service, even though it should have been cancelled. Shortly after, C passed away and C's family contacted SP on several occasions to cancel the account, but the requests were not completed successfully. C's family complained in writing to SP, but SP still failed to cancel the account. SP later acknowledged that errors had occurred and offered C's family a goodwill payment and a letter of apology.

The Ombudsman concluded that SP had provided a very poor customer service and increased the goodwill offer made by SP. SP was also required to confirm that the account had been cleared to zero and closed and send C's family a sincere letter of apology for any stress and inconvenience caused at a very difficult time.

## **2.5**

C transferred telephone service from SP. C then started to receive bills from another SP who C had not contracted with and C's calls were not routed through this SP. C complained and SP promised to close the account but failed to do so. C paid the bill under protest but continued to receive invoices each month despite complaints by telephone and letter. SP did not respond to C's letters and C complained to Otelco.

SP accepted that there had been shortfalls in its customer service. SP had taken over C's original SP and a system error continued to issue invoices and then another system error failed to disconnect the account.

The Ombudsman required SP to refund the payment made by C and to refund the credit balance transferred over from original SP. The Ombudsman also required SP to provide a goodwill refund to compensate C for the distress and inconvenience and to send written confirmation that the account is closed. The balance was cleared, together with a written apology.

## **2.6**

C complained to SP about overcharging of C's calls and therefore C requested itemised copy bills SP sent incorrect copy bills and charged C for this. Eventually, SP credited C for this and provided the correct copy bill, and based on this, C complained again to SP as it was clear C had been overcharged. SP then confirmed to C in writing it would provide a credit to the account to cover the incorrect charges and although C was satisfied with this, SP never actioned it. No billing evidence was provided for investigation but SP accepted its shortfalls that it had overcharged C and also that it had not applied the agreed credit. SP proposed to allow C to leave the contract without penalty and with a zero balance and therefore this was proposed. However, in lieu of the poor level of customer service C had also received, it was further proposed that SP provide C with a gesture of goodwill and an apology.

## **2.7**

C cancelled an account but SP continued to deliver bills and eventually referred the matter to a debt collection agency. Following a letter of complaint SP did cancel the account properly and withdrew the account from the debt collection agency but it did not address the issue of compensation that had been requested by C. This was viewed as poor customer service.

SP was required to provide a letter of apology, confirmation that no adverse entries have been made on any credit reference files held in relation to C and a goodwill gesture.

## **2.8**

C claimed that after obtaining a Migration Authority Code it was used properly but the original SP failed to cancel the broadband account thus causing C to be double billed.

No support was provided to support the claim that there was billing from a new SP. The original SP said that it provided a Migration Authority Code which was never used so the account was never cancelled. After investigating matters the original SP found that there had been no use of the broadband service so it cancelled it and waived all charges after the request for the Migration Authority Code had been made.

This was considered to be appropriate and no further steps were required.

## **2.9**

C complained that SP had deducted a Direct Debit payment on the wrong date causing bank charges. SP had changed the date to four days after the original date and provided a credit to cover bank charges. This was seen as appropriate and thereafter no reason could be seen for C not taking steps to safeguard against a repetition of the problem. C also complained that SP provided its own address for Otelo, the correspondence showed that C had been in touch with SP previously and Otelo and therefore there was no reason why C should not have access to the correct address and recognise the one given as SP's.

SP did accept that there had been a short period without service and offered to provide a credit for this along with an apology and a goodwill gesture credit. This was considered appropriate.

## **2.10**

C noticed high charges on a mobile phone bill that C believed had been fraudulently incurred. C complained to SP but SP maintained the charges. C sent further letters of complaint and SP responded with an explanation of the charges. C refused payment and SP referred the account for debt collection.

The Ombudsman noted that SP had responded to letters from C and that the debt collection was for non-payment over a significant period. The charges had been investigated and maintained and the Ombudsman was of the opinion that the charges were valid and payable by C. Action was not required of SP.

## **3.0 Broadband**

### **3.1**

C cancelled broadband with Sp but continued to be billed. C disputed this with SP without resolution. SP admitted that due to an error C continued to be billed. SP also admitted it had not responded to correspondence received.

The Ombudsman said that C had received poor service from SP. Sp to send C a letter of apology, confirm that the account is closed with a zero balance and award a nominal goodwill payment.

### **3.2**

C registered for call and broadband services. Calls were successfully transferred, but C was unable to establish a Broadband connection. C contacted SP but the issue remained unresolved. C wrote to SP several times but failed to receive a response and remained without a broadband service.

The Ombudsman considered that C had taken reasonable steps to resolve the issue and that SP may not have provided an adequate level of support or customer service. SP was required to send a letter of apology, make a payment as a gesture of goodwill, contact C to confirm whether a broadband service could be provisioned and provide C with the opportunity to cancel the contract without penalty.

### **3.3**

C asked SP to provide a broadband service but despite SP's attempts to do this the order was rejected due to a marker being placed on the line by a previous broadband service provider. The Ombudsman was disappointed that SP did not provide a case file. The Ombudsman required SP to provide C a goodwill payment for the inconvenience suffered and poor service and ask SP to advise C in whether the broadband service could still be obtained.

### **3.4**

C ordered a broadband service, but later realised that it did not provide a certain feature. When C cancelled SP advised that it was outside the cooling off period. The Ombudsman maintained SP's position as the Terms and Conditions clearly stated that it didn't offer the specific feature. Furthermore, the Terms and Conditions stated that to cancel the broadband service outside the cooling off period would incur a penalty. The Ombudsman required SP to provide C an apology for not calling C back and provide a goodwill payment.

### **3.5**

C's broadband service did not work for the majority of times. Despite phoning and writing to SP this matter was not resolved. SP acknowledged there had been a shortfall in service levels, but stated it had not received much correspondence from C. The Ombudsman agreed there was not much written correspondence between both parties, but there was evidence from SP call logs that C had contacted SP on a number of occasions about the problems with the broadband service. The Ombudsman required SP to provide C a full refund for the broadband service and an apology for poor service.

### **3.6**

C requested the telephone and broadband service from SP, but only the telephone service was activated. C complained to SP in writing, but SP provided incorrect advice and information on some occasions. C requested to cancel both services and SP actioned the request.

The Ombudsman concluded that C had received a poor customer service from SP and required SP to provide a goodwill payment, a letter of apology, confirmation that the account had been cleared to zero and closed and a refund of charges, if appropriate.

### **3.7**

C agreed to the telephone and broadband service from SP. There was a delay in providing the telephone service, but this was connected. However, C was unable to use the broadband service, as SP had failed to provide the installation pack. C requested to cancel both services, which SP did. However, SP chased C for payment and passed the account to a debt collection agency. C wrote emails and letters to SP, but SP failed to deal adequately with C's queries and complaint.

The Ombudsman concluded that C had received a very poor service from SP and required SP to provide C with a goodwill payment, letter of apology, confirmation that the accounts had been cleared to zero and closed, a MAC code and an assurance that SP had amended C's credit files.

### **3.8**

C complained to SP about a persistent line fault that was causing problems with the broadband service. SP investigated and provided a new piece of equipment for C. However, when SP called to check, the problem had not been resolved. SP provided a number for C to call but C claimed that the number was constantly engaged. SP called C but C failed to return the calls. Therefore further investigation was not possible.

The Ombudsman was of the opinion that SP could have written to C to request further contact, but it was clear that SP had attempted to resolve the fault. SP was required to call C to discuss the problem. If C was not available a written call back request was required of SP. SP was also required to issue a small goodwill credit for the failure to write sooner.

### **3.9**

C took out a broadband and telephone package with SP, but the supplied modem became faulty and SP failed to arrange the delivery of a new one. C complained to SP in writing and although SP responded, C was not satisfied with SP's offer and requested to cancel all services. SP stated that an early termination fee would apply for one of the services, which C disputed, but another fee would be waived.

The Ombudsman concluded that C had received a poor customer service and that C had been without broadband for some months. As there was some poor customer service in this case, SP was required to cancel all services without applying early termination fees and refund the broadband charges, as SP had already offered. However, C was informed that any call charges were payable, as the service had been used. SP was also required to provide C with a MAC code and confirm that all accounts had been cleared to zero and closed, once the final bill had been paid.

### **3.10**

C took out a broadband and telephone package with SP, but the supplied modem became faulty and SP failed to arrange the delivery of a new one. C complained to SP in writing and although SP responded, C was not satisfied with SP's offer and requested to cancel all services. SP stated that an early termination fee would apply for one of the services, which C disputed, but another fee would be waived.

The Ombudsman concluded that C had received a poor customer service and that C had been without broadband for some months. As there was some poor customer service in this case, SP was required to cancel all services without applying early termination fees and refund the broadband charges, as SP had already offered. However, C was informed that any call charges were payable, as the service had been used. SP was also required to provide C with a MAC code and confirm that all accounts had been cleared to zero and closed, once the final bill had been paid.

### **3.11**

C moved house and requested SP to transfer broadband to the new property. SP advised it was unable to do this as a marker existed on the new telephone line. SP advised C to get this removed. C made numerous phone calls and was unable to get the marker removed. SP advised this was C's responsibility. C requested to cancel SP's services. SP charges C an early termination fee. C experienced a poor level of customer service.

The Ombudsman considered that if SP had tried to assist C further, it would have reduced the inconvenience C had been caused and it may have been able to retain C as a customer. The Ombudsman was of the opinion that a shortfall in customer service had occurred. SP was required to apply a goodwill credit equivalent to the early termination fee and write a letter of apology.

### **3.12**

C took a package with SP which included the provision of a free broadband service. To take advantage of this C was required to provide a valid Migration Authority Code. C did not provide a Migration Authority Code at the time of making the order online and later delayed providing it. Migration Authority Codes have a limited 'lifetime' after which they expire. The Migration Authority Code provided by C expired as there was a delay between it being obtained and then notified to SP. C claimed that SP should pay the

cost of the existing broadband agreement C had maintained whilst waiting for SP to provide the free broadband. No support was found for this. C also claimed that a credit had been promised. There was support for this on SP's casefile.

SP was required to clarify whether this credit had ever been provided, if it had not it was required to provide it and if necessary the account should be adjusted and a revised account provided.

### **3.13**

C moved address to an address where SP could not provide a broadband service due to the service already being present on the line. C then moved again and it was not clear if this was known to SP as the casefile did not make this clear. C also complained that no telephone service had been provided since June and required a refund. SP had charged C an Early Termination Fee in respect of the broadband. As the service could not be provided but it was clear that C did want it was felt that it should be cleared from the account.

SP was required to appoint one person to take ownership of these issues and to contact C direct and to provide contact details. This person was to consider all issues individually and assess them.

If it is the case that C had been frustrated in attempts to receive a broadband service the early termination fee should be removed from the account and if possible it should be arranged for C to receive this service at the new address. If this is still not possible assistance should be provided in taking the steps necessary to ensure that it can be. If line rental had been charged when no service was provided this should be refunded.

### **3.14**

C agreed to SP's free broadband offer. C received no contact from Sp and on contacting it was informed that broadband could not be provided free to C. C complained to SP and sent a letter of complaint but received no response. C wished to claim compensation for the purchase of a new laptop and the costs of paying another provider for the service. SP said that its sales representatives do not sell broadband. Sp apologised for any misinformation given.

The Ombudsman was concerned that C had been misinformed at the point of sale and viewed this as poor customer service. The however found no justifiable reason why Sp should compensate C as requested as it was C's choice to purchase a new laptop and subscribe to another more expensive broadband provider. SP to award a nominal goodwill payment for any misinformation provided at the point of sale

### **3.15**

C agreed to a call and broadband service with SP but decided not to accept the services and sent an email to cancel before the activation. SP stated that the charges raised are

correct and for service charges and call usage. SP maintains that no cancellation request was received.

It was concluded that C had sent SP a legitimate cancellation request, prior to the activation date and that the company did not action the request. Therefore, no service charges should be raised for these services. There was no evidence provided to indicate that SP has not replied to C's correspondence, but it is accepted that C has experienced some inconvenience initially by the SP not completing the cancellation request. The evidence provided showed that call usage had been made on the landline account, but as a goodwill gesture SP was required to clear these charges.

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

As a goodwill gesture the company should clear the remaining balance on his account for call usage to nil, SP was further required to ensure that no further invoices are sent to C, confirm in writing that no adverse data has been sent to any credit reference agency as a result of this episode, and send a letter of apology.

### **3.16**

C ordered broadband from SP but then decided it wasn't the service required. C asked to cancel the order almost immediately but SP failed to act on the request. SP later acknowledged its error but still failed to cancel the account. C complained that it was difficult to contact SP and this exacerbated the problem. SP continued to bill for the service.

The Ombudsman was of the opinion that SP had failed to act on a valid cancellation request and that its failure had caused C inconvenience. SP was required to issue a written apology, provide confirmation that the account had been closed with a nil balance, that the matter had not affected C's credit file and issue a small goodwill payment.

### **3.17**

C agreed to a broadband service with SP but experienced problems with connection and data loss. C reported the issue to SP on many occasions but felt that the advice offered was not sufficient. SP did not resolve the issue and later identified that the line was not capable of supporting the speed of service that C had paid for. C complained that SP had not returned calls or offered an appropriate standard of customer service. SP's case file supported C's claim.

The Ombudsman was of the opinion that there had been a shortfall in customer service and that SP had failed to fully resolve the connection issue for C. SP was required to issue an apology, refund the difference in charges between the higher and actual service speeds, and to issue a goodwill credit equivalent to the cost of the service for a short period. In the event that the connection and data loss could not be addressed, SP was required to cancel the service without charge and issue a small goodwill payment to C.

### **3.18**

C ordered broadband from SP but SP failed to provide it. C contacted SP and found that delays were experienced due to third parties involved in the process. SP then advised of a connection date but the service was not provided. C wrote to SP but SP failed to respond.

The Ombudsman was of the opinion that there had been an overall shortfall in customer service and that SP had failed to act in accordance with its own processes. SP was required to issue an apology, confirm the broadband order was to be processed, to keep C updated with progress and to issue a small goodwill credit to the account.

### **3.19**

C agreed to a telephone and broadband package deal and although C's telephone services were activated, there was a massive delay in the broadband provision. C contacted SP on several occasions over the following months to query this and was provided with incorrect information and C also experienced poor customer service, especially with SP's lack of response to C's letter. For investigation, SP acknowledged its failings and the before it was proposed for SP to action the provision of C's broadband as soon as possible, ensure that C was not charged for this, and also provide C with an apology and goodwill payment. In addition, if SP was also unable to provision the broadband account, it was proposed that C be able to leave the contract without penalty.

### **3.20**

C contacted Sp to downgrade broadband. C unhappy that email address would change and that C had to agree to a new contract term. C sent letters of complaint to Sp but received no response. SP said that it had downgraded C but C's email had not been changed. Sp confirmed that a new contract did start. Sp said it had credited the account with a nominal goodwill payment in recognition of the downgrade problems.

The Ombudsman said that the terms and conditions of the broadband service clearly advised that if a C wished to downgrade then a new minimum contract term would start. After review the Ombudsman said that the goodwill already applied by Sp was a reasonable aware for any inconvenience caused to C.

### **3.21**

C reported fault on broadband service to SP. C made numerous calls but received no resolution. C sent letter to SP but received no response. Sp said it was regrettable that C had not had a broadband service and advised that there was a current open fault investigating the issue and that C was being kept informed. SP advised that all rental for the service had been refunded.

The Ombudsman said that C had received poor customer service from SP. SP to award a nominal goodwill payment, refund all rental charged and to keep C informed of progress.

### **3.22**

C complained to SP that the broadband service had not been provided on the agreed date. SP identified a fault on the line and arranged for an engineer to call. The first engineer failed to make the appointment but several days later another engineer called and fixed the line. The broadband service was then available. C had made many calls during the period of the complaint and also sent a letter of complaint, which SP did not respond to. C asked SP to provide the service free of charge for the duration of the contract. SP made a goodwill offer instead, which C declined.

The Ombudsman was of the opinion that as the service requested from SP was part of a package, and the remainder of the package was available, there was no reason for SP to waive all charges for the contract duration. The Ombudsman concluded that SP had addressed the lack of service and that every effort had been made to provide it. However, there had been a shortfall in customer service in respect of an engineer appointment and the lack of response to one letter. SP was required to issue a letter of apology and a goodwill credit for that shortfall.

### **3.23**

C experienced intermittent problems with SP's broadband service. SP attempted to resolve the faults, but further faults occurred. SP made a goodwill payment to credit broadband service charges. The Ombudsman considered that C had received a shortfall in service levels, but recommended C to accept the goodwill credit proposed by SP. Furthermore, SP was required to provide C an option to transfer to another SP without penalty.

### **3.24**

C changed address and asked SP to move services to the new address. SP explained that a new contract term would apply and C agreed. However, C then complained that the service was not working correctly and asked to cancel. SP refused but addressed the issues raised by C. C wrote many letters of complaint to SP but claimed that SP failed to address the complaint. SP provided evidence that all issues brought to its attention had been resolved.

The Ombudsman was of the opinion that there had been a shortfall in service but that SP had addressed the complaint fully. C had not reported any service speed issues and therefore SP was simply required to contact C to determine the problem and provide a repair if necessary.

### **3.25**

C agreed to SP's telephone and broadband service and was provided with expected go live dates for each service. C's telephone service was transferred soon after but C noticed that C was being charged for a service C had not requested. Therefore C contacted SP and this was resolved. However, C also noticed that the go live date for the broadband had passed and it transpired that the original MAC C had provided to SP had expired and SP had not contacted C to inform C of this, resulting in a delay. C was eventually connected to the service some time later. C was unhappy with the level of customer care provided and complained to SP in writing. C remained unhappy with SP's response and the matter reached deadlock. The investigation found that although the go live dates were only estimates, it was considered that due to SP's error, the provision of the service had been unnecessarily delayed through no fault of C's. It was also noted that it was SP's error in adding the incorrect telephone service to C's account. Therefore, it was proposed that SP apply a goodwill credit to C's account in lieu of this and also provide C with an apology for the shortfalls in customer service received.

### **3.26**

C ordered SP's broadband and telephone services. There were long delays in SP providing the service. SP eventually established that C's line could not support a broadband connection. C wanted SP to pay to upgrade C's line to one which would support broadband. SP refused. After several months, C's telephone service developed a fault. It took SP several weeks to arrange for the fault to be repaired.

The Ombudsman was of the opinion that SP was under no obligation to ensure C could use broadband, so did not consider it appropriate to require the company to pay to have C's line upgraded. However, at SP's own admission, SP could have informed C that C could not receive broadband sooner. The Ombudsman also decided that there was an undue delay in C's fault being repaired. Therefore, SP was required to make a payment to SP as a goodwill gesture to recognise the inconvenience and loss of expectation C had suffered. It was also decided that as C could not receive one part of the contract C had agreed to, SP should offer to cancel C's contract without penalty.

### **3.27**

C raised billing and broadband connection problems with SP, but SP failed to address C's queries. C cancelled the broadband service and requested a refund, but this was not forthcoming. C wrote letters of complaint to SP, but only received one reply.

The Ombudsman concluded that C had received a poor customer service from SP and required SP to provide C with a goodwill payment, a refund equal to two months broadband service and written confirmation that the account had been cleared to zero and closed.

### **3.28**

C ordered broadband from SP. Before the service was provided, C cancelled the order. SP accepted the cancellation request. However, it started to take payments from C's account. C complained, and SP agreed to refund the payments taken. There was a long delay in the refund being refunded, and C disputed the amount owed.

The Ombudsman was of the opinion that SP had refunded the amount owed in full. It was also decided that there had been an unnecessary delay in the refund being received, and therefore SP was required to apologise and make a payment to C as a goodwill gesture to recognise the inconvenience caused.

### **3.29**

C ordered a broadband service and discovered that it could not be provided as there was an incompatible product on the line. This is a commercial decision and is therefore not one that the Ombudsman can interfere with. The issue of the customer service experienced during this dispute was considered and was found to have been of a good standard.

No further steps were required of SP.

### **3.30**

C contacted SP and signed up for broadband services, however could not get connected. SP accepted that no service could be supplied and offered a fee free cancellation.

It was concluded that C has received a clear service shortfall with regards to not being able to connect to a usable broadband service and the delays incurred in attempting to resolve the complaint. SP made an offer of a fee free MAC cancellation and this is considered as helpful in the circumstances. However, it is also appropriate to clear any charges raised for the broadband service as it has never been received.

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

SP should refund any charges taken for the broadband service, by cheque  
send written confirmation that her account is closed with a nil balance  
provide a MAC free of charge  
offer a goodwill gesture payment, by cheque for her overall poor experiences and delays  
send a letter of apology

SP was encouraged to ensure that its practices of setting up broadband services are in line with its terms and conditions to reduce any similar occurrences of this nature in the future.

## **5.0 Cancellation**

## **5.1**

C complained that that an account was not closed after a request was made to SP, because it insisted that the contract was for 18 months and not 12 as C had thought. C complained and SP stated that the contract was correct, but that there may have been confusion arising from the retailer not explaining the contract sufficiently well.

The Ombudsman concurred with SP, that there was no major shortfall in customer service and that the contract was for the extended period that SP maintained it was. No further action was required of SP, save for an apology for the lack of a better explanation of the cause for outstanding arrears.

## **5.2**

C requested cancellation of broadband service and subsequently asked SP to provide a MAC. The MAC's SP generated were invalid, preventing C from transferring to another SP. Eventually a valid MAC was provided, but C continued to receive bills for broadband services. C complained, and SP stated account would be closed, but this did not happen.

The Ombudsman acknowledged that in order to generate a MAC an active broadband service was required, which explained why SP did not close C's account immediately. However, it was noted that C had experienced a delay in receiving a valid MAC, which indicated a shortfall in customer care. SP confirmed that due to a system error, it had been unable to disconnect C's account. Therefore, SP was required to send a letter of apology, provide a payment as a gesture of goodwill, provide C with written confirmation that the account had been closed with a zero balance when the system problem had been resolved and to provide a refund for any DD payments SP had taken after C had migrated to another provider.

## **5.3**

C contacted SP with issues relating to cancellation, delays and poor customer service. SP accepted that C had cancelled and this was not actioned and offered to credit the outstanding balance.

It was concluded that C has not been shown a level of service normally expected with regards to contract cancellation, delays and customer service. It was noted that SP has offered to clear the remaining outstanding balance and this is helpful in the circumstances.

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

Maintain the credit to the account to clear the outstanding balance, confirm in writing that the account is closed with a nil balance, offer a goodwill gesture payment, by cheque and send a letter of apology

#### **5.4**

C complained that a service was not cancelled when C had requested and it maintained billing. C did not notice for a couple of months until looking at a bank statement. SP stated that it was not requested to close the account when C stated, but offered to make a goodwill payment. This was considered acceptable, but the Ombudsman also concluded there had been a shortfall in customer service that warranted an additional small goodwill payment and an apology.

#### **5.5**

C complained that when moving address SP failed to update the account and also maintained a charge that should have been cancelled some time before. SP investigated and stated it had no record of the cancellation aspect; it did not however, address the address change aspect fully. SP merely concentrated on the debt aspect without acknowledging the cause. SP did offer goodwill gestures in recompense, but these were rejected by C.

The Ombudsman considered C had had poor customer service and that on the balance of probabilities the cancellation of one of SP's services had been received. However, the goodwill payments offered were considered generous.

#### **5.6**

C said had cancelled SP's service 12 months prior to realizing that payments were still being taken each month. C said had sent a letter to SP by recorded delivery but received no response. C requested a refund of payments. SP said that C had not contacted it to cancel the service. When C did contact it to cancel the service was cancelled immediately. SP said it had no record of receiving a letter from C.

The Ombudsman said there was no evidence to show that C had requested cancellation with SP and so C was liable for the charges and no refund was due. The Ombudsman also concurred with SP in that it had not received C's letter. No further action was required by SP.

#### **5.7**

C contacted SP to cancel a package that was no longer required. However, SP had already charged C, but failed to provide a credit to C's account. C complained to SP by telephone and in writing, but it took SP over three months to correct any errors and SP failed to reply to C's letters.

The Ombudsman concluded that SP had provided C with a poor customer service and required SP to provide a goodwill payment, a letter of apology and confirm C's account had been cleared to zero and closed. SP was also required to contact C to arrange to collect its equipment.

## **5.8**

As SP could not provide its services to C's new address, SP agreed to cancel C's contract without penalty. However, C then received a bill for an early termination fee. C complained. SP was assured the termination fee would be removed. There was a long delay before the charge was removed.

The Ombudsman required SP to confirm to C in writing that the account was closed and the outstanding balance cleared. SP was also required to make a payment to C as a goodwill gesture to recognise the inconvenience caused.

## **5.9**

C cancelled contract with SP via letter. SP wrote to C about the matter as contract had not yet expired. C claimed to have not received this letter. C called SP where it was agreed that the account would be cancelled. SP credited the account with charges due to the advisor mis-advising C. The Ombudsman considered that sufficient credits had already been applied to the case and required no further action from SP.

## **5.10**

C agreed to a call and broadband service with SP but decided not to accept the services and sent an email to cancel before the activation. SP stated that the charges raised are correct and for service charges and call usage. SP maintains that no cancellation request was received.

It was concluded that C had sent SP a legitimate cancellation request, prior to the activation date and that the company did not action the request. Therefore, no service charges should be raised for these services. There was no evidence provided to indicate that SP has not replied to C's correspondence, but it is accepted that C has experienced some inconvenience initially by the company not actioning the cancellation request. The evidence provided showed that call usage had been made on the landline account, but as a goodwill gesture SP was required to clear these charges.

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

As a goodwill gesture the company should clear the remaining balance on his account for call usage to nil, SP was further required to ensure that no further invoices are sent to C, confirm in writing that no adverse data has been sent to any credit reference agency as a result of this episode, and send a letter of apology.

## **8.0 Customer Service**

### **8.1**

SP sent letters to C's property, but the addressee was not known by C. C contacted SP but considered it failed to take any action. C wanted SP to amend its records and stop sending mail.

The Ombudsman noted C had let the property in the past and considered it had been the responsibility of the previous tenants' to notify SP of a change of address. SP was required to amend its records and send a letter of apology for failing to respond to C's correspondence.

## **8.2**

C agreed to a package with SP but then complained that SP had overcharged. SP advised that the charges were valid and payable but did not directly answer C's query about specific charges. C wrote to SP but SP failed to respond to the last letter received. SP requested payment to resume service but C cancelled the Direct Debit. C then asked to cancel the service as C felt that it had been missold. SP cancelled the service but chased payment.

The Ombudsman noted that although C had offered to pay the undisputed charges C had not done so and therefore SP's decision to chase payment was not unreasonable. On provision of the sales recording, it was clear that SP had explained the calls included but not the calls excluded from the package price. Therefore all call charges were valid and payable. However, SP was required to issue a written apology and goodwill credit for the shortfall in service in respect of written correspondence.

## **8.3**

C requested a service from SP but then cancelled before it was installed. SP tried to install the service but access was denied by a third party, of which C was unaware. After a considerable period of time, C found that SP had billed for the service and referred the matter to a debt collection agency. SP eventually gave a refund of the erroneous charges.

The Ombudsman was of the opinion that there had been a shortfall in service and that C had experienced inconvenience as a result. SP was required to confirm that the charges had been refunded, that the debt collection had not affected C's credit file and to issue a payment to cover the cost of a credit report and to include a goodwill element.

## **8.4**

C's landline was disconnected by SP. This action was said to have been after a request made by C and was, according to SP's records, actioned on the day of request. As there was no evidence to support this other than the account logs it was felt that there had been some mistake made. This was because C challenged the disconnection immediately and it was unlikely that such action could be taken on the day it was requested.

SP was required to provide a letter of apology and a goodwill gesture.

### **8.5**

C complained about being unable to get through to the SP in order to make a payment, as well as the SP's systems not working when they managed to get through. C also highlighted that a number of promised call backs failed to be received, outlining their belief that the poor customer service was such that they should be able to cancel the contract without penalty and receive compensation.

It was concluded on the balance of probability that some poor customer service had been received, as the SP admitted that it was having systems problems at that time, although the SP stated it had no records to support many of the points raised by C. However it was still evident from C's supporting documentation that some emails failed to receive a reply. Therefore the SP was required to send a letter of apology, make a goodwill credit to the account and provide a further credit equivalent to the cost of C's calls to the SP.

### **8.6**

C reported a line fault to SP. SP advised C to use test prefixes to troubleshoot the fault. C found that the prefixes allowed calls and continued to use the prefixes without reporting back to SP. C was then unhappy when a bill arrived from the line rental provider which included call charges. C reported this to SP and SP explained that the test codes routed calls through different providers. C complained that SP had not advised of the possible charges and asked it to refund the difference in call charges. SP refused.

The Ombudsman was of the opinion that C had been made aware of the test nature of the prefixes and that any calls made beyond the initial test calls were C's responsibility. SP was required to apologise for failing to notify C of charges for the tests calls and to issue a credit for the cost of one test call for each prefix given.

### **8.7**

As a result of SP's actions, C experienced much damage to C's property. C complained and it was agreed for SP to redecorate the property at its own cost, provide C with a refund and also clear C's outstanding balance. C was satisfied with the redecoration but maintained that C had received no payment and also that C was receiving demands for payment for the outstanding balance. It was clear following the investigation that SP had agreed with C to provide a cheque refund and also clear the outstanding balance, but that neither had been actioned. Therefore, SP was required to provide C with the agreed payment, clear the remaining balance and close the account, provide C with an apology and also confirmation that C's credit status had not been affected as a result.

## **9.0 Direct Debit**

### **9.1**

C's Direct Debit failed on an number of occasions. SP said this was due to incorrect details provided by C. C said that SP had not taken a payment from the bank. It was considered by the Ombudsman's Office that there was insufficient evidence to determine why the Direct Debit failed. However, it was considered that C should have made a payment to SP within the three month period by an alternative method. SP could not be criticised for referring the matter to a Debt Collection Agency. Due to there being a shortfall in customer service levels SP was required to provide C an apology and make a goodwill payment.

## **11.0 Disconnection**

### **11.1**

C went to purchase some equipment and was refused as C's credit score was very bad. However, C was not in debt and later found that SP had not cancelled the services after C had moved. C complained to SP both verbally and in writing and although SP refunded the money owed to C, it failed to deal with C's queries and complaint.

The Ombudsman concluded that there had been very poor customer service in this case and required SP to send a goodwill payment, letter of apology, written confirmation that the account had been cleared to zero and closed, amend C's credit files and provide confirmation of what refunds were made and when.

## **12.0 Disputed Charges**

### **12.1**

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

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

point at which C had been able to establish that a change had taken place, which was four years earlier.

## **12.2**

C contacted SP with issues relating to disputed charges, PRS calls and poor customer service. SP maintained the charges as correctly raised.

It is concluded that although it appears that C did not knowingly make the number of calls itemised, it is accepted that the PRS call charges have been correctly generated on the account. As the account holder, C has sole responsibility for any calls raised by the equipment even if C has not made the calls directly.

However, it has been found that SP has not replied to C's correspondence or shown a level of service normally expected. This is a service shortfall.

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

SP should offer a goodwill gesture payment, by cheque for its poor response to C's contacts and for not advising C more comprehensively when becoming aware of the PRS calls  
send a letter of apology

## **12.3**

C complained that SP had opened a contract without authorisation. SP investigated and cancelled the contract. SP claimed that a third party retailer had set up the account and that the information was taken in good faith. SP refunded the payments taken but C complained that it resulted in a low bank balance. SP responded to C's letters of complaint but advised that the complaint needed to be raised with the retailer and with the police.

The Ombudsman was of the opinion that SP had provided the appropriate advice and that it had responded appropriately to the complaint. However, as payment had been taken from C's account after the cancellation of the service, action was warranted. SP was required to confirm that the account had been closed with a nil balance and a small goodwill payment was to be made to C.

## **12.4**

C used a service which is provided by SP's to allow charging of calls made abroad to appear on the users telephone bill at home. This is not only designed for the convenience of the user but also as it proves more economical because the call is routed through the users own telephone number. In this case C used the service whilst abroad on a mobile phone. Whilst the call charges were accepted C argued that SP should refund 'roaming' charges received on the mobile phone bill. SP refused this request. C argued that SP did not make this matter clear in its publicity, SP said it was

C's responsibility to make proper checks before use. It was made clear that the publicity used and the way it is presented by any SP is a commercial decision and as such is outside the remit of the Ombudsman.

No further steps were required of SP in this case but C was advised that issues relating to advertising could be referred to Trading Standards.

### **12.5**

C paid SP's bill. C's partner then called SP and requested a refund. SP obliged without C's consent. C disputed this with SP but received no resolution. C incurred bank charges. SP said it had refunded the payment to C but was not liable to cover bank charges.

The Ombudsman was concerned that SP had issued a refund to a non-account holder. This was viewed as unacceptable. SP made a nominal goodwill payment to C and sent a letter of apology.

### **12.6**

C complained that SP continued to deduct Direct Debits after an account had been closed for over two years. C complained but SP failed to investigate or call back.

The Ombudsman considered that C had a responsibility over the deductions from a bank account, but as SP was on the balance of probabilities aware of a termination request, it was required to make an apology for the poor customer service and provide a goodwill payment.

### **12.7**

C signed up for SP's mobile phone service. C complained that when C called SP to check if a particular type of call was free under the inclusive minutes SP told C that it was. SP maintained that it had no record of informing C of this. C was charged for making calls to the type of number in question. C wanted SP to refund the cost of these calls.

After considering the available evidence, the Ombudsman decided to accept that SP had informed C that the calls would be free. SP was required to apply a credit to C's account equivalent to the cost of these calls up until the point when C received a bill which showed the calls were being charged for.

### **12.8**

C transferred telephone service from SP. C then started to receive bills from another SP who C had not contracted with and C's calls were not routed through this SP. C complained and SP promised to close the account but failed to do so. C paid the bill

under protest but continued to receive invoices each month despite complaints by telephone and letter. SP did not respond to C's letters and C complained to Otelo.

SP accepted that there had been shortfalls in its customer service. SP had taken over C's original SP and a system error continued to issue invoices and then another system error failed to disconnect the account.

The Ombudsman required SP to refund the payment made by C and to refund the credit balance transferred over from original SP. The Ombudsman also required SP to provide a goodwill refund to compensate C for the distress and inconvenience and to send written confirmation that the account was closed and the balance cleared, together with a written apology.

### **12.9**

C complained to the SP after a reconciliation fee was requested in respect of a business call plan due to a shortfall with agreed annual call expenditure. C disputed the charge stating that it had no record of such an agreement, but the SP confirmed that it was agreed with one of C's relatives. On review the SP upheld the reconciliation charge outlining that although C had cancelled the service mid-term the agreement was for a set amount.

It was concluded that the SP had acted appropriately and in line with the Terms and Conditions of service. Therefore, so long as the SP provided a copy of the contractual agreement to C, no further action was required.

### **12.10**

C agreed to a new service with a retailer but was led to believe that the old service would be cancelled. The two services ran side by side but C only realised when high charges were billed to the old account. The SIM had been stolen and C asked SP to clear the charges. SP explained that it had not received a cancellation request and maintained the charges. C sent many letters of complaint, which SP responded to. However, SP repeatedly directed C to the retailer.

The Ombudsman noted that SP had provided the service as contracted and that it had responded appropriately to all of C's complaints. SP had also offered advice but there was no evidence to suggest that SP was at fault. Action was not required of SP and the charges were maintained.

### **12.11**

C said had not agreed to insurance option with SP and requested it be removed. C received no response from SP. SP said that C had had the insurance option since 2004.

The Ombudsman noted that C had received a shortfall in customer service from SP as it had not addressed C's complaint when it was first brought to its attention. It took no

action to remove the insurance on the account. SP to refund C with insurance costs since C upgraded and to send a letter of apology.

### **12.12**

C contacted SP with issues relating to disputed charges, mis-selling, cancellation and poor customer service. SP maintained the charges as correctly raised and offered to reduce the payment as a goodwill gesture.

The Ombudsman was satisfied with the SP's response and could not find any indication of mis-selling and the charges were correctly raised. Therefore, SP was required to maintain its offer of a re-calculated offer of the charges.

### **12.13**

C complained that SP had lost a broadband account and had cancelled a Direct Debit in its favour. SP clarified that the broadband service had never been supplied but accepted that there may have been some over charging to the account. The reason that the broadband had never activated was because a Migration Authority Code was supplied but not actioned and when provided again it had expired. There followed a delay of C's making for which SP could not be criticised.

SP was required to provide an analysis of payments to the account and to refund any over charging.

### **12.14**

C complained as rental had increased with SP but C received no prior warning. C sent letters to Sp but received no response. C requested disconnection but this did not happen. Sp said that it had responded to C's first letter. SP admitted it had not cancelled the account within the 30 day notice period. SP said it had refunded C with all rental.

The Ombudsman said that the increase in rental was a commercial decision and SP had warned its customers prior to the increase. The Ombudsman could only surmise that C's bill with details of the price increase went missing in the post. The ombudsman noted a shortfall in customer service in relation to the delayed response to a letter received and the fact that the service was not disconnected after 30 days. SP to send C a letter of apology and confirmation that rental has been refunded to when the service should have disconnected. SP to award a nominal goodwill payment in recognition of any poor customer service issues.

### **12.15**

C agreed to SP's telephone package so that C could make free international calls, but C found that due to a bar having been placed onto C's line, C was unable to use the prefix that allowed the calls to be free. Therefore, C incurred charges for the calls C made,

which should have been free. C contacted SP about this but SP did not rectify the matter until one month later. However, following a complaint from C, SP did offer to credit C's account with the charges C incurred and also a goodwill payment. The investigation welcomed this action by SP and found it to be adequate recompense for the extra charges C had received and also in consideration of the inconvenience C had been caused. However, the investigation found that SP had also provided C with other shortfalls in customer service throughout the complaint such as failed call backs and also incorrect responses to C's complaint. On this basis, it was proposed that SP increased its goodwill offer to C, and also provide C with a formal apology.

#### **12.16**

C contacted SP with issues relating to disputed charges and poor customer service. SP stated that C did not cancel an Internet service and therefore no refund was due.

It was concluded that C's claim of cancelling the Internet service with SP could not be substantiated from the evidence provided. Therefore, no refund is due. However, C did not receive a reply to a letter sent to SP and this is a service shortfall.

In full consideration of the facts and issues surrounding C's complaint against SP was required to offer a goodwill gesture payment, by cheque for C's overall poor experiences send a letter of apology

#### **12.17**

C agreed to SP's services, following an unsolicited telephone call from SP. C complained about the first month's charges being more than the package charges and was advised that this was because it included a partial month charge. The next month's bill was also more than expected and C rang to cancel his contract and also wrote a letter of complaint. SP telephoned C and C confirmed a request to cancel. C's phone was then cut off and SP cancelled the services. C wrote two further letters of complaint asking for a reply and an explanation. SP did not reply and C complained to Otelo.

SP agreed that the bills had been incorrect and the agreed discounts had not been applied. SP had cancelled the contract and credited the balance but had not responded to C's letters of complaint as it considered the matter closed.

The Ombudsman considered that the customer service had been poor and required SP to refund the payment C had made as a gesture of goodwill and also to send a written explanation and an apology.

#### **12.18**

C complained to the SP about incorrect international charges being applied as the calls were made using numbers provided by a website offering cheaper calls, with a voicemail number confirming the savings to be made. The SP stated the bills were accurate,

although it acknowledged that some increased charges had been applied, but only after C had been informed of the increase in writing.

It was concluded that the SP had accurately billed the account and provided advance warnings of a price increase. On this basis, it was concluded that the SP could not be held responsible.

### **12.19**

C complained that SP had mis-sold a contract and that the charges were greater than agreed verbally. SP investigated and found that C had not been mis-sold the contract but misunderstood the way that charges had been explained. SP offered to make a goodwill payment in recompense for the misunderstanding.

The Ombudsman agreed with SP, but considered there had been a shortfall in customer service, for which an apology was required along with the credits previously offered.

### **12.20**

C was offered a service by SP. C decided to use a different provider but then SP and another company billed for services in addition to C's actual service provider. C complained to SP and SP promised to resolve the problem. However, SP then blamed the other provider and refused to help. C sent letters of complaint to SP but SP initially addressed C incorrectly and then refused assistance.

The Ombudsman was of the opinion that there had been a shortfall in customer service and that SP had charged incorrectly for its services. SP was required to issue a letter of apology, issue a goodwill credit for the cost of the complaint and the poor service, and to ensure that C's credit file had not been affected by this matter. In addition, all charges incorrectly applied to the account were to be credited back.

### **12.21**

C requested in writing the termination of C's account but SP did not action this, despite C having received an acknowledgement letter from SP. C complained to SP about this and withheld payment, but SP continued to bill C for a further two months and then did not respond accordingly to C's complaint. From the evidence provided, the investigation was satisfied that SP had received C's cancellation request but that this was not actioned. This led to C incurring further invalid charges that C was not prepared to pay for. However, when C complained to SP about this, it did not resolve the matter. Nevertheless, SP confirmed for investigation that it had since cleared the total outstanding amount, some of which was valid. This was considered to be appropriate but PS was also required to provide C with a goodwill payment and apology for the shortfall in customer service required.

### **12.22**

C contacted SP with issues relating to service loss and poor customer service. SP maintained the at the Internet service was not offered and it was received from another service provider.

It was concluded that there is no evidence to show that SP is in any way accountable for C's loss of Internet service and that C should contact the Internet Service Provider, to address the fault. However, a message was clearly showing on C's line and this needed to be looked at. C did not receive a level of service normally expected in attempting to resolve the complaint and this is a service shortfall.

The Ombudsman required the following action: -

SP was required to contact C in an attempt to troubleshoot the issue of the message on the line and explain exactly what it relates to, SP should offer a credit against the outstanding balance and send a letter of apology for the failure to respond in a timely manner to letters sent

### **12.23**

C contacted SP as billing was received for an account that was not requested. SP accepted that an account had been set up fraudulently via the Internet and that no charges should be raised.

It was concluded that SP has set up the account via the Internet in good faith and has now taken action to remedy this fraudulent activity. However, C has not been shown a level of service normally expected as there was a delay in disconnection and correspondence was not answered. These were service shortfalls.

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

SP should confirm in writing that the account is fully closed with a nil balance, ensure that no further invoices are sent to C's address, write to C to confirm that no adverse data has been sent to any credit reference agency as a result of this episode, offer a goodwill gesture and send a written apology

### **12.24**

C contacted SP with issues relating to PRS call charges and poor customer service. SP maintained the charges as correctly raised but accepted that its advisor had mis-advised C.

The Ombudsman was satisfied that C has been billed correctly by SP and that as the account holder C is responsible for any call usage made on the telephone equipment, even if C has not made the calls directly. However, it was clear that C has been misadvised regarding the nature of the calls and not received a level of customer service normally expected.

Therefore, SP was required to offer a goodwill credit against the remaining balance for the overall poor experiences to date along with a written apology. SP was required to maintain its offer of a re-payment plan to C to reduce the burden of the debt.

## **12.25**

C was a registered blind pensioner. During a conference call to the RNIB her telephone cut off and would not work. C reported the fault to SP and was told to test her equipment and that if C required an engineer there may be a call out charge if no fault was found with the line. C explained they could not afford that but was unable to test the equipment herself and was left without a working phone. C reported the fault again and was told the same thing. C wrote to SP and received no reply. RNIB contacted SP as C had been without a telephone for over 10 weeks. SP sent an engineer to repair the fault free of charge. C complained to Otelo because of the length of time C had been without a telephone.

On referral to Otelo SP credited C's account with a goodwill gesture.

The Ombudsman considered that SP's customer service had been very poor and that it had failed to recognise C's age and disability and had caused hardship and inconvenience. The Ombudsman required SP to provide additional credit to cover the cost of lost conference calls and the October bill and to then to issue a cheque refund for any remaining credit on the account to C.

The Ombudsman also recommended that SP reviewed its disability policies and procedures in order to prevent further hardship of this nature.

## **14.0 Faults (Equipment)**

### **14.1**

C complained that since upgrading handset C had not been able to receive MMS messages correctly. C complained that five months later and SP was still investigating. Sp said that it had attempted various resolutions which were all unsuccessful. Sp said it was hopeful a resolution would be provided shortly.

The Ombudsman said it was appreciated that no services provider could provide a fault free service but was concerned that the fault was still not resolved after five months. This was viewed as a shortfall in customer service and so Sp was required to award a nominal goodwill payment. SP to also continue to investigate the fault and keep C updated.

## **15.0 Faults (Line)**

### **15.1**

C had two residential lines which failed. C used one of the lines to carry out a business from home and asked SP for compensation for financial loss pointing out to SP that during the period of loss of service C had changed one of the lines to a business one. SP told C that C was only entitled to fixed rate compensation for the loss of two residential lines and the fact that had changed one of the lines to a business line during the time service had been lost made no difference to C's entitlement to compensation.

The Ombudsman agreed that the loss of service had affected two residential lines and that C was therefore not entitled to any business losses as C had never in fact had a working business line.

C also complained about customer service failures in the way S had dealt with C's claims for compensation. SP offered a goodwill gesture for these, but C refused the offer. The Ombudsman decided that the goodwill gestures offered by SP had been reasonable and appropriate and SP should renew the offer.

### **15.2**

C disputed several calls to Premium Rate Service calls. SP checked C's telephone for faults, but could not find any. Therefore, SP maintained C was liable for the calls.

The Ombudsman was satisfied that SP had taken every precaution to ensure that C had been charged correctly. No further action was required.

### **15.3**

C complained to the SP about a delay repairing a fault on the line. The SP highlighted that this was of quite a complex nature, with the review showing no evidence of avoidable delays occurring. The SP then made a credit to C's account in line with the compensation scheme outlined in the SP's Terms and Conditions. C remained unhappy and did not accept the answers provided by the SP, stating that engineers on site had confirmed errors had been made.

It was concluded that there was no evidence of avoidable delays due to errors made by the SP. However, there was evidence of some poor customer service, although it was concluded that the previous goodwill payment included by the SP in the previous awards made had already fully considered this point. In resolution the Ombudsman was required to send a letter of apology for any poor customer service provided.

### **15.4**

C agreed to a service with SP at a quoted price. However, SP increased its prices to all customers. C complained about the increase and asked for a discount, which SP refused. C then found that not all services were available and there was an intermittent line fault. C reported the matter to SP which eventually addressed the majority of

issues. However, C had experienced significant difficulty in contacting SP and made a further complaint. C also requested to be considered for a special offer that SP was promoting but SP failed to respond.

The Ombudsman was of the opinion that there had been a shortfall in service although it was clear that SP was making efforts to address the complaint. SP had made some offers of a resolution but the Ombudsman required an additional credit to be applied to the account, along with an apology and confirmation that the line fault would be investigated. SP was not required to provide the special offer for C simply because of the delay and the Ombudsman confirmed that C's claim would be considered in the same way as all other customers' claims.

### **15.5**

C reported a fault with the telephone line, but it took SP three weeks to repair. C received compensation, but felt that this was inadequate. C wrote letters to SP, but SP failed to respond to some of C's correspondence.

The Ombudsman concluded that C was due some further compensation for poor customer service, but SP had provided an adequate amount for the delay in repairing the fault. SP was also required to send C a letter of apology.

### **15.6**

C was a small business and had line rental from SP. C reported a fault on the line and requested call divert to another number whilst the fault was repaired. SP took 5 days to repair the fault and failed to provide call divert until the fifth day. SP offered a goodwill gesture credit which C refused. C wrote to SP and asked for appropriate compensation to cover business losses. SP failed to reply to the letter. C then had another fault and again asked for call divert whilst the fault was repaired. SP took 4 days to repair the fault but failed to provide call divert. C complained again and asked for compensation for the business loss. SP offered one month's line rental which C refused. C complained to Otelco.

SP failed to provide any explanation to the Ombudsman or to C for its failure to provide call divert. The Ombudsman would not accept C's claim for business losses as these were unsubstantiated but accepted that the business had suffered some loss. The Ombudsman required SP to provide a goodwill credit to compensate C for the poor customer service.

### **15.7**

C complained that the service from SP was poor, with noise on the line. C complained that it had been on-going for some years, but SP had no record of an issue going back more than a few weeks.

The Ombudsman was not provided with any information from either side to substantiate a long term claim and could see no reason to doubt SP. As SP had already made modest goodwill offers, these were required to be completed instead of C's very high request for damages.

## **17.0 Fraud**

### **17.1**

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

It was concluded that the SP had failed to take the necessary corrective action and failed to provide an adequate level of customer service. The SP was required to send a letter of apology and maintain the proposed goodwill award. The SP was also required to provide written confirmation that the account and full outstanding balance had been cancelled as a gesture of goodwill, whilst ensuring that any adverse credit information was removed.

## **19.0 Installation**

### **19.1**

C upgraded an account with SP to include broadband. C was unable to connect and contacted technical support. C was unable to speak to anyone in technical support, call backs were not made and C telephoned over 30 times and sent a letter but received no reply. C was paying additional charges for the services but was unable to receive them. C complained to Otelo after four months of being unable to connect.

The Ombudsman found that the technical support had been very poor and that it had failed to make the promised call backs. The Ombudsman required SP to credit C's account with charges C had made for each month that C was unable to connect to the broadband service and to make an additional small goodwill gesture for the inconvenience caused.

The Ombudsman also required SP to endeavour to resolve the internet access problems and if it was unable to do so, to release C from the contract without penalty, and refund the connection fee and any outstanding credit on the account.

## **19.2**

C complained that a service from SP was never provided. It supplied the hardware and a go live date, but a connection was never completed. C complained but SP did not respond. SP then investigated the complaint via the Ombudsman and found that there has been a technical fault. It agreed to allow termination without a penalty, offered to refund the connection fee and provide an additional goodwill payment.

The Ombudsman considered this was appropriate, requiring SP to ensure the offers were carried out, along with an apology for poor customer service.

## **22.0 Internet Connection**

### **22.1**

C agreed to be provided with a broadband service by SP but had difficulties connecting. C telephoned SP and was told that the PC was not up to the correct specification. C bought a new PC and contacted SP again as there were continued difficulties with trying to connect. It was agreed that a new set up disc would be sent. On receipt of the disc there were continued problems with connecting to the broadband and C tried contacting SP on numerous occasions to get the service to connect. A connection was made but further problems were experienced. C continued to call SP but had difficulties contacting the technical helpline and call backs were promised which did not occur. Following C sending a letter, further calls call backs were made but C was unavailable and voicemail messages were left. After continued problems connecting SP made investigations into the fault and SP was awaiting the results of these investigations when a complaint was made to the Ombudsman.

The Ombudsman recommended that as C had not received the service agreed the option of awaiting the results of the fault check or cancelling the contract was to be given. The time taken to check the connection was considered unacceptable and in recognition of the time, expense and inconvenience to C a gesture of goodwill was to be made. A letter of apology was to be written as SP had failed to follow up the calls made as C had made considerable attempts to resolve the problem.

## **24.0 Mis-selling**

### **24.1**

C purchased a handset and SIM from SP for C's [elderly] mother. As this was for emergency use only, C purchased a small amount of credit only, on a top-up basis. However, C's mother then found the handset would not work and it transpired that a debt 4 times the amount of the credit accrued on the phone. C's mother paid this immediately. However, C complained to SP that this was incorrect and that it was a

mistake. SP eventually investigated the matter but maintained the charges. SP confirmed for investigation that the SIM used a Pay and Go top-up system but maintained the charges were correct. However, the investigation found it impossible for a Pay and Go system with only the initial amount of credit to have continued to allow calls once that credit had been used. The evidence provided confirmed this is what had happened. On this basis, the SP provided C with a refund of the initial payment and a further goodwill payment for the shortfall in customer service received.

## **24.2**

C agreed to a service from SP after receiving a sales call. However, C later complained that it suggested it was part of another service provider and felt that SP had misled in this matter. C requested terminated of the contract but SP provided a sales recording to highlight that C had been made fully aware of all points.

The Ombudsman reviewed the recording and although all elements of the contract were highlighted by SP, concluded they were done at such speed as to not allow the customer a chance to think about the contract terms. The Ombudsman also concluded that SP should have recorded the full conversation as there was no evidence of what had been previously discussed. In conclusion, the Ombudsman considered C may have been misled and required the contract to be cancelled with all charges waived as a goodwill gesture. The Ombudsman also required SP to send a letter of apology and make a further goodwill payment in consideration of any customer service issues.

## **24.3**

C contacted SP with regards to mis-selling, poor coverage and poor customer service. SP stated that the coverage was listed as standard.

It was concluded that there is no clear indication to show that SP has mis-represented the coverage for disputed area and that the coverage is Standard. SP has also responded to C's contacts and there is no evidence of a service shortfall with regards to this issue.

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

SP was required to contact C via telephone to discuss any technical issues C may have with the current service and offer diagnostic tests if necessary

## **24.4**

C complained that SP had not authorised SP to transfer C's services. SP stated that C had agreed to the transfer.

The Ombudsman concluded that the evidence suggested that C had agreed to SP's services. C had not responded to any of the letters notifying C to the transfer. Also, C had originally complained about another issue, and not mentioned that the service had

been mis-sold. SP was required to make a goodwill payment to C to recognise some poor customer service C had experienced.

#### **24.5**

SP offered C a service for free. C agreed. A few months later, C cancelled C's telephone service, provided by SP. SP started to charge C for the service that had previously been free. C complained that C had never been told that if C cancelled C's telephone service, C would be charged for the "free" service.

In its case file, SP admitted that C had not been told that the free service was dependant on C retaining C's telephone service. The Ombudsman required SP to cancel C's contract without penalty, clear all charges for the free service, refund all charges paid for the free service and to make a payment to C as a goodwill gesture to recognise the inconvenience caused.

#### **24.6**

C brought a complaint to SP regarding mis-information C was provided initially and also C loss of broadband service. C incurred high bills due to this and also was unable to benefit from the service C was paying for. For investigation, SP acknowledged that C may have been given incorrect information that led to higher call charges, but agreed to refund these. In relation to the loss of service, SP also acknowledged this but maintained that it was working to try and resolve this. The investigation welcomed SP's admissions but it was clear that C had received several shortfalls in customer service throughout. Therefore, it was proposed that SP should close C's account without penalty and with a zero balance, provide C with a refund that also included a goodwill payment, an apology and also ensure that it removed any marker it held over C's line.

#### **24.7**

C stated that SP had offered a deal whereby if C transferred C's telephone services to SP, all C's calls would be free for the first month. SP did not submit a case file. C stated that when C had complained, SP agreed to investigate, but never did. C also stated that SP had advised C to cancel C's Direct Debit. As a result, C's telephone services were suspended and the account was referred to a debt collection company.

The Ombudsman examined C's contract and was satisfied that it recorded C was entitled to make free calls for a month. SP was therefore required to clear all call charges that appeared on C's first bill. In recognition of the problems caused, SP was required to allow C to cancel C's account without penalty, ensure C's credit file had not been affected, clear all charges applied to the account after it was suspended and make a payment to C as a goodwill gesture to recognise the inconvenience caused.

## **25.0 Network Coverage**

### **25.1**

C had two mobile phone contracts with SP and agreed to upgrade both at the end of the initial term. However, several months later, C cancelled the contracts and incurred a termination fee. C was happy to pay this as it was applicable, but then found that SP was aware that C had poor coverage in C's area. On this basis, C disputed that the termination fees were valid. It was found that between C upgrading the contracts and cancelling them, C made no contact with SP in order to complain about the level of coverage C was receiving. In addition, it was also confirmed that the level of coverage in C's area was good for making calls and sending text messages. No customer service issues were highlighted or found. Therefore, it was concluded that the termination charges were valid and no further action was required of SP.

## **27.0 Number Porting**

### **27.1**

C said had asked SP to retain number whilst C moved business premises. The line was stopped but within a few hours the number was again active for a rival business. C disputed this with SP but SP said that C had not asked to retain the number. C requested the number be transferred back to C and to receive compensation for business loss.

The Ombudsman said that after listening to a recording of the call that C had not asked to retain the number. The Ombudsman therefore found no justifiable reason why SP should transfer the number back to C or award compensation.

## **28.0 Payments**

### **28.1**

C asked SP if C could pay C's bills by cheque. SP stated that all customers had to pay by Direct Debit. C disputed this. SP suspended C's services for non-payment. C explained why C could not pay by Direct Debit. SP agreed the reason was exceptional, and therefore allowed C to pay by Direct Debit. C failed to keep up with payments and therefore SP cancelled C's contract and referred the amount outstanding to a debt collection company.

The Ombudsman was of the opinion that SP's Terms and Conditions entitled SP to insist that customers pay by Direct Debit. The Ombudsman was pleased that SP had made an exception of C because of C's unusual circumstances. As C did not maintain

payments, it was decided that SP was entitled to cancel the account. No further action was required.

## **28.2**

SP tried to take a Direct Debit payment prior to the date C had been told, resulting in C incurring bank charges. C contacted SP and was advised to provide proof of the bank charges so that a credit could be applied to the account. C considered that there was no outstanding balance on the account if the credit was applied. However, C says SP failed to apply the credit and although C contacted it several times, SP sent payment reminders and subsequently passed the debt to an external collection agency.

SP confirmed that a credit had been requested, but had not been applied to C's account. The Ombudsman considered C had experienced a shortfall in customer service. SP was required to send a letter of apology, refund C for bank charges incurred and apply a credit, as a gesture of goodwill, in respect of the customer service issues identified and any administration charges C had incurred. SP was also required to confirm in writing that C's credit rating had not been affected by the issue.

## **29.0 Premium Rate Services**

### **29.1**

C disputed PRS calls made to a quiz TV line. The SP maintained the charges. The Ombudsman agreed with SP and noted that the undisputed calls were made on the same day as the disputed calls. This indicated that the line was correctly working and charging for the correct calls. On the balance of probabilities the Ombudsman found the calls to be valid. The Ombudsman required no further action from SP and expected C to pay for the disputed charges.

## **32.0 Refunds**

### **32.1**

C said agreed to cheque back offer with SP but SP did not provide the second cheque. C sent letters to SP but received no response. C's service was barred. SP said it had refunded C with the cheque back offer in one cheque rather than two. C had therefore received the agreed cheque back redemption. Sp did respond to one letter it received. SP said that the service was barred as C cancelled direct debit and did not make payment.

The Ombudsman could find no justifiable reason why SP should refund anything further as C had received the full refund agreed. The Ombudsman could also find no justifiable

reason why C stopped paying for a service used. The Ombudsman also noted that SP had responded to C's letter. The Ombudsman was however concerned that C had received a letter and text informing C would receive the second cheque, even though C had already received the refund, and viewed this as a shortfall in customer service. Due to the confusion that this letter caused the Ombudsman required SP to credit the remaining balance with a goodwill payment.

## **34.0 Service Transfer**

### **34.1**

C complained that a short contract was agreed with SP. However, SP tied C into a standard length contract. C complained that they had not agreed to this. SP investigated and found that the contract for C had begun many months before and that there was only a change of address.

The Ombudsman considered that C was responsible for the account but only until the earliest expiry date of the contract as the extension of it was not clearly illustrated.

### **34.2**

C received notification from SP that C's services were to be transferred to another provider and confirmed this in writing to C. However, C did not want this to happen and therefore contacted SP as instructed and confirmed this. SP advised it would then prevent the transfer from progressing. However, C's services were transferred and the account was closed. Therefore, C had to open another account with SP and it confirmed this, but then C was unable to use the account number as it had also been closed. C complained to SP but received poor responses. The investigation found that SP had not provided much evidence or information and therefore weight was given to C's claim. It was found that SP could have enabled the prevention of the transfer and as it did not this was a shortfall in customer service. The investigation also found other elements of poor customer service that C received from SO throughout. Therefore, it was proposed that SP should contact C in order to set up a new Direct Debit, and also provide C with a goodwill payment and apology for the poor customer experience.

### **34.3**

C was moving house and contacted SP to advise and request that SP transferred the service to the new address. SP advised C of a date for this but then took no further action and C's service was never transferred. In addition, C's account at the previous address also remained active, thus incurring further bills and charges. C complained to SP and although C received acknowledgements, C received no formal response and no further action was taken. From the information provided it was found that SP had taken no actions in order to transfer C's service and that that C had received a total shortfall in customer service from SP in relation to both this and also SP's lack of response to C's

complaint. Therefore it was proposed that SP confirmed the closure of C's old account with a zero balance, provide C with an apology and goodwill payment and also any remaining credit balance.

#### **34.4**

C complained that a service from SP was not provided. C complained and an engineer was sent, but the service was not fully installed and C was unable to make use of SP's service. SP stated that it had no record of C's complaint, but C provided copies of acknowledgement letters from SP.

The Ombudsman decided that on the balance of probabilities SP had been informed but that it failed to take all the necessary action needed. An apology and goodwill payment were required along with account termination, without a penalty fee.

#### **34.5**

C subscribed to SP's broadband service. There was a delay in processing the order. SP then asked C to obtain a Migration Authorisation Code (MAC). C tried to give SP the MAC. The representative C spoke to said it was no longer needed. As SP did not accept the MAC the order was not processed. C called SP and SP asked for another MAC. C gave another MAC to SP. SP failed to use it. SP failed to notify C of this. C called SP again. SP asked for another MAC. C obtained one. SP finally arranged the transfer. However, C did not receive a modem, which should have been provided for free.

In view of the poor customer service C had received, SP was required to cancel the service without penalty and to make a payment to C as a goodwill gesture to recognise the inconvenience caused.

#### **34.6**

C moved property and was unhappy with avoidable delays over the transfer of services and subsequent incorrect bills received. The SP acknowledged that an error had been made over the transfer of a broadband service, with the initial service cancelled rather than transferred. However the incorrect services were eventually cancelled, but only after the SP had made matters worse by incorrectly suspending the telephone service for non-payment. C complained about the poor customer service received, whilst demonstrating the incorrect actions taken by the SP and its failure to answer correspondence.

It was concluded that the SP had provided a poor level of customer service and that the company should now review this matter to see where improvements could be made to the service provided. In light of this, as well as the errors made and avoidable delays, it was proposed that the SP should send a letter of apology and make a goodwill credit to the account.

## **36.0 Tariffs**

### **36.1**

C took out two mobile tariffs with SP but could not make use of the service. SP maintained that C should be held to term as C did not contact it within its cooling off period.

It was concluded that although C did not contact SP within the cooling off period, C has clearly been unable to use his service from the outset. SP has maintained that C should be required to be held to term; however this is considered unreasonable, as if C was, C would not have a usable service from the local area. As SP has sold the service directly to C it has responsibility to ensure that the service is usable once it is sold. This is clearly not the case.

Although, there is no evidence of mis-selling in this case, C does not have good use of the service and that the only call made was done under the instruction of a SP advisor and no further calls have been made. This may be for a number of reasons such as such weather, buildings, and tunnels in C's surrounding area. It would have also helped matters if C had contacted SP with its cooling off period to raise the issue of poor coverage in C's area.

C when contacting SP has also encountered repeated service shortfalls over a long period by the company not taking direct ownership or calling back when promised and not had a reply to correspondence sent. These are service shortfalls by SP.

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

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

### **38.1**

C claimed that an oral contract was entered into with SP and by doing this over-rode SP's existing terms and conditions. SP stated that there was no oral contract in place. As there was no indication from SP's call logs to suggest this or that it had received C's letter, there was no conclusive evidence to substantiate there being an oral contract in place. Furthermore, although C claimed they sent this letter to SP via recorded delivery there was no proof supplied. Had there been sufficient evidence of there being an oral contract the Ombudsman agreed this would have been binding and would have over-ridden SP's existing Terms and Conditions.

### **38.2**

C entered into a mobile telephone contract with SP following a previous contract. C stated that an offer of an upgrade on the handset was part of a number of offers made during the resigning telephone call with SP. SP said that the advisor did not recall making this offer, the case notes did not indicate this was part of the offer and that in any event the resign credit would have been made instead. It made an offer to C to forward the handset on return of a proportion of the resigning credit given. C refused the offer and complained that the offer was agreed and that the handset was part of the offer.

The Ombudsman recommended that SP was to forward the handset as C was quite clear that this was offered and the notes fail to show fuller details of the content of the discussion, they simply detail final immediate action. It was recommended that in the future notes were fuller for certainty and to avoid confusion over the content of the discussion against the final action.

### **38.3**

C entered into a mobile phone contract with SP on the understanding that calls to certain numbers were free. Early on in the contract, SP changed the terms and stopped including these numbers as the free element of the package. C complained on the basis that it was a significant change to C's disadvantage. SP referred to its terms and conditions and requested payment of an early termination fee. C wrote several letters to SP. Its replies maintained payment of the termination fee. C complained to Otelo.

The Ombudsman considered that it was a significant change to the disadvantage of C and required SP to accept early termination of the contract without penalty.