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1.0 Auto Diallers

1.1

C disputed charges raised on the account by SP. SP stated that the call charges were correctly raised by C's equipment. It was found that C had been the victim of a rogue dialler and was accountable for the call usage made.

No further action is required from SP in this case.

2.0 Billing

2.1

C cancelled account with SP and felt C had paid the final bill. Several months later C received a further bill and contacted SP to query it. SP explained that the bill was correct and had been delayed. It referred to its terms and conditions which advise that on occasion, bills can be delayed due to unforeseen circumstances. C complained to SP as C was not satisfied with the explanation. SP failed to respond to some letters and chased C using debt recovery agents. SP agreed to credit the bill as a goodwill gesture and call off the debt recovery action.

The Ombudsman was of the opinion that the bill was correct but there were some shortfalls in customer service in this case. The Ombudsman required SP to apologise and provide a small goodwill gesture.

2.2

C transferred his telephone service to another provider and sent a letter of termination to SP. C's service transferred in March and SP re-submitted the CPS and took C's service back. C telephoned to complain and transferred his service again to another provider. In August C received a bill from SP as it had re-submitted the CPS again. C telephoned to complain and faxed a letter of complaint and cancellation. SP stated it had no record of C's first letter of cancellation or of his phone call in April and required payment of the bill or it would seek to recover the termination fee. C wrote to complain but did not receive a reply to the letter and complained to Otelo.

C provided a copy of the letter of cancellation and the Ombudsman had no reason to doubt that it had been sent. SP had not provided account details covering this period. The Ombudsman therefore required SP to credit the outstanding balance on the account, waive any termination fee and to provide a goodwill refund to compensate C for the poor customer service.

2.3

The Ombudsman concludes SP charged C twice for internet usage on two separate packages. Whilst the Ombudsman noted C was uncertain why the second package was ordered and that there was an onus for C to check his bank statements were correct, SP admitted its error in that it did not upgrade the package to anytime and it continued to charge for the evening and weekend package.

C has suffered from a shortfall in customer service. The Ombudsman considers this complaint was not handled in a timely manner or with a satisfactory level of service until the case was brought to her attention.

In recognition of the service error and customer service issues raised the Ombudsman directs SP to credit C's account with the charges for the additional package from the date of commencement, in June 2003, as a goodwill payment.

2.4

SP changed C's billing address in error following a call it make with regard to upgrading C's contract. C originally agreed to the upgrade and asked for the handset to be sent to an alternative address. However, C cancelled the upgrade and at no point did C ask for the billing address to be changed. C cancelled the Direct Debit when cancelling the upgrade but was still tied to the original contract for a few more months.

As C cancelled the Direct Debit and was not receiving bills, no payments were made. C was able to view the bills online and on C's handset but still failed to make payment. SP suspended C's services and began chasing C for payment. C refused to pay until he had received replacement paper bills. SP sent replacements free of charge but C claims not to have received them. SP sent further replacements which C did receive and SP also offered to credit the final bill as a goodwill gesture. C refused this offer but did not pay the final bill. SP placed a default on C's credit file as the debt remained unpaid.

The Ombudsman was of the opinion that SP was right to place a default on C's credit file and that the outstanding balance was owed by C. However, there were some customer service shortfalls in this case and the Ombudsman required SP to apply a credit to the outstanding balance, apologise, and confirm to C that the credit reference agencies were aware that the account was settled once C had settled it.

3.0 Broadband

3.1

C agreed to a contract with SP, which includes a call package, line rental and free broadband. However, as C was not in an area where SP could provide free broadband a small charge was applied. C complained to SP that C had not been informed of the charge and requested that the monthly fee be removed.

It was agreed in full and final settlement of C's complaint that SP would withdraw the charge for the full contract period and send C a letter of apology for any shortfall in customer service and for any inconvenience caused.

3.2

C entered into an agreement for broadband service but did not get connected. SP stated that the delay in provision was due to a marker being present from a previous provider. It was found that C had been repeatedly mis-advised and this added to the delays in provision. C was also not shown a level of service normally expected or a timely reply to correspondence.

SP was required to send C a full calculation of the account setting out the credits for the broadband service and charges to date, the credit raised for the broadband service was to be refunded back into C's bank account, SP was to refund a goodwill gesture payment, back into C'S bank account as a goodwill gesture, ensure that the Wireless Modem has be sent, make arrangement to collect the Modem already supplied at a cost to SP and send a letter of apology for the service shortfalls highlighted in the provisional report.

3.3

C agreed to a telephone and broadband service from SP, but requested to cancel the services within the contract term. SP allowed C to transfer the telephone service and provided two MAC codes for C to give to a new broadband supply. However, it appears that these were never used and the service remained with SP. C wrote to SP to complain, but did not receive a reply to one letter.

The Ombudsman concluded that SP was not responsible for the broadband service staying with the company, but there was a small shortfall in customer service. However, as SP had allowed C to transfer away without applying the normal cessation fee, SP was not required to send C a goodwill payment. However, it was considered that SP should send C a letter of apology.

3.4

C enquired about receiving SP's broadband service and was advised that C would require an ADSL telephone line for any supply. C obtained this, at a cost, and then contacted SP to order the service. SP placed the order for C and C made an initial activation payment, but SP then advised C that the order could not progress due to C's line being fibre optic (non-traditional copper line) and also due to the distance of the line from the exchange. C was unhappy at this as C had initially been advised the order would be processed and had also paid for a line to be installed. C complained to SP but remained unhappy with the overall level of customer service received.

The investigation found that C's line was indeed fibre optic and also a great distance from the exchange, which meant that C's ability to receive an adequate broadband service was limited. Although it was a commercial decision for SP not to progress the order on this basis, it was considered a shortfall in customer service that C was provided with incorrect information initially. The investigation was also satisfied that C had received a shortfall in customer service in relation to SP's overall response to the complaint. On this basis, it was proposed for SP to provide C with a goodwill payment and apology. No consideration was given to the charges C had incurred for installing the line, as SP had no control over this.

3.5

C contacted SP as broadband could not get connected. The SP accepted that C had difficulties and offered a resolution under the pre investigation case closure process.

This case was closed as a PICC.

3.6

C ordered broadband from SP and provided a MAC. SP advised the broadband was active and C spent several hours on the phone troubleshooting as C was unable to connect. SP eventually informed C that the service had not migrated over and C had to contact the previous provider to place a cease on the line. After two months delay C was eventually connected. C requested compensation for the inconvenience and telephone calls. SP made a goodwill offer which C rejected. C complained to Otelo.

The Ombudsman considered there had been a number of shortfalls in customer service and required SP to increase its goodwill offer.

3.7

C agreed to SP's highest level broadband service but from the outset was unable to receive a connection, despite contacts with SP's Technical Support. C complained to SP and eventually, a connection was established, but this was less than the standard of SP's lowest broadband package. C continued to complain to SP about this but remained unhappy with the responses that were given, the continually poor level of service C had been receiving and also the poor customer service C had experienced.

For investigation, SP acknowledged that C had been experiencing ongoing technical problems and confirmed that it has since contacted C to resolve some of those issues and also agreed to downgrade C's service to a different package, if C required, at less cost. Although the investigation welcomed SP's belated attempt to try and resolve the matter, it was clear that C had not been able to fully benefit from the service to date and also that C had received poor levels of customer service. SP had also already applied goodwill credits to the account and the investigation was satisfied that this was adequate recompense for the charges C incurred for the broadband service. However, it was proposed for SP to provide C with a further goodwill payment and apology and also

maintain its offer to allow C to reduce the package, should C wish to do so, ensuring that any service charges are also reduced, if so.

3.8

C advises that the provision of broadband was delayed for a number of months. Also complains of poor customer service. SP advises delays could not be avoided and says C has been given rental back for the service that could not be used.

The Ombudsman required SP to apologise for the shortfalls in customer service. Also it was evident that C had experienced shortfalls in the level of service provided and was awarded a further gesture of goodwill in recognition of this.

3.9

C complained that the supplier provided a sub-standard service for several years and business losses were suffered. The supplier investigated and responded to the various letters from C, addressing the issues, but C complained to the Ombudsman because of the time scale. The supplier stated that some charges should not have been applied and it offered to refund these. It offered a goodwill payment.

The Ombudsman considered there had been poor customer service for C particularly as the complaint had been on-going for so long. The supplier was required to make an apology for the shortfall in customer service over the delays or lack of responses and provide a goodwill payment in recognition of the time the complaint was on-going and as a contribution towards C's expenses. C was recommended to make a request for an Actual Financial Loss claim to be considered.

3.10

SP continued to bill C for a broadband service after C moved to another supplier.

SP resolved the complaint prior to investigation. It agreed to recall the debt from the debt collection agency, amend C's credit rating and close the account.

3.11

SP delayed in providing a broadband service and the installation equipment. In the interim C incurred high charges caused by a rogue dialler, when using a dial up service. C claimed SP should provide recompense for these charges and for loss of business. The Ombudsman did not concur with this view and maintains the calls charges were C's responsibility.

In summary the Ombudsman requires SP to make a goodwill gesture in recognition of the customer service issues raised, the delay in provisioning the broadband service and the inconvenience C experienced; and issue a formal letter of apology.

KEYWORDS

BB, DELAY IN ACTIVATION, CS, DISPUTED CHARGES

3.12

C requested a broadband service from SP but when the service was provisioned it was unable to sustain a connection. C complained to SP about this and SP tried to resolve the problem. C wanted SP to provide a second line but SP refused to do this because of the high costs. SP advised C that the line was unable to support the broadband. C was unhappy with this and complained to the Ombudsman that SP's website had originally confirmed that it was able to support the service.

The Ombudsman noted that the information contained on SP's website gave no guarantee that it was able to provision the service and this would be subject to further tests. Further tests revealed that C lived too far away from an Exchange for a line to support the service. The Ombudsman concluded that the information contained in the website confirmed that SP had not mis-led C at the time the order was made that provisioning the service could be guaranteed. The Ombudsman noted that SP had cancelled the account and had refunded C with any payments C had made for it. This was in accordance with the Terms and Conditions of the contract.

However, the Ombudsman also noted that there had been a delay in SP giving C the opportunity to cancel the broadband account earlier than it did. The Ombudsman saw this as a shortfall in customer service and directed SP to make a goodwill gesture to C and to send C a letter of apology in recognition of the inconvenience this had caused.

3.13

C complained that since broadband with SP had been activated C had been unable to connect. C said had called SP and sent letters without response. C requested cancellation without penalty and a refund of all broadband payments made. SP said that C had reported a fault but it had failed to follow up on this. SP proposed to cancel the service without penalty, refund all payments and send C a letter of apology.

The Ombudsman was concerned that C had had no service for such a lengthy period of time. However, SP's proposal was acceptable in these circumstances as a resolution. SP was required to cancel the service without penalty, refund all payments and send a letter of apology.

3.14

SP initially failed to progress C's broadband order due there being a marker on the line. C placed another order however this failed as there was a system error however C was advised this would clear in a matter of days but this was not the case. C incurred dial up costs and claimed SP advised it would provide a refund of these charges. There was no

evidence to support C's claims. The Ombudsman found evidence of delay and poor customer service.

In summary the Ombudsman required SP to make a goodwill gesture by cheque and issue a letter of apology.

KEYWORDS

CS delay BB internet misinformation compensation dial up charges

5.0 Cancellation

5.1

C claimed that SP had renewed a contract without authority. When asked to, SP was not able to produce a copy of this call so it agreed to refund the charges made from the time when the original contract would have ended. Further C claimed that SP had arranged a Direct Debit without authority but as SP would need C to provide banking details this was not accepted.

SP was required to provide a credit to C's account equivalent to the cost of charges raised for broadband after the cancellation date of the original contract.

5.2

C, a small business, wrote to SP cancelling the service and requesting confirmation of the termination date and that there would be no penalty charges. SP terminated the contract but did not provide written confirmation. C's line was disconnected and there was a delay in the new service provider connecting the line. C complained to SP and requested compensation for business loss. SP agreed to credit the outstanding balance as a goodwill gesture. C asked for further compensation for the delay, the cost of reconnecting the line and business loss. SP issued a deadlock letter and C complained to Otelo.

The Ombudsman considered that SP had cancelled as requested by C and there was therefore no liability for business loss or costs incurred. The Ombudsman considered that SP had failed to send the written confirmation but had provided generous compensation for this shortfall. The Ombudsman did not require SP to take any further action.

8.0 Customer Service

8.1

C received a notification from a third party, acting on behalf of SP. The C contacted the SP to find out information about the third party and was promised call-backs, which did not materialise. C's letters were not responded to.

Since the complaint was made, the SP contacted C to impart the requested information.

The Ombudsman required that the SP make a goodwill payment and written apology to C for failing to respond to C's correspondence and the missed call-backs.

8.2

C took out GPRS mobile package with SP. The SP could not provide much information about the tariff and the C ran up a large bill. C wanted the bill waiving as C felt that insufficient information was given about the product.

The SP offered half of the outstanding balance as a gesture of goodwill.

The Ombudsman considered that the SP's offer of 50% of the balance was sufficient to address any customer service shortfall.

8.3

C contacted SP with a query and was advised C had contacted SP the day before too. However, C maintained no such call had been made but SP was adamant one had. This led C to believe another person had use of C's account and C contacted SP again to complain. It transpired that SP had incorrectly read the date on the account and that the contact had been from the previous month. C was unhappy with this error and also that SP had detailed C as having been abusive. C then made numerous calls to SP to try and escalate the complaint. SP gave C a goodwill credit but C remained unhappy.

For investigation, C had provided recordings of calls C had recorded throughout. These were listened to and compared to the case notes provided. The investigation was satisfied that the tone and manner C had used could be considered as rude and aggressive. Although the investigation acknowledged the error SP had made initially, it was satisfied that C had already received a fair and reasonable goodwill credit for this. No further action was required of SP in this instance.

8.4

C was a customer of SP and reported C's handset as faulty. The handset was sent for repair but as C had heard nothing, contacted SP and was then advised it was out of the manufacturer's warranty. SP then advised it could repair the handset for a charge but C declined this. C then received two letters from SP, one quoting the aforementioned charge and another quoting a lower charge. C complained to SP about this and it explained the second letter had been sent in error. C also complained the handset had

been returned in a worse state than when it was sent. C continued to formally complain to SP about these issues.

For investigation, it was clear that SP had erroneously sent Ca second letter with an incorrect quote; this was viewed as a customer service shortfall. However, in relation to the actual repair, it remained a commercial decision for SP to levy such a charge, as the warranty had expired. It was also evident that SP had offered C alternative options such as a refurbished handset or that C would be able to upgrade in a short while where SP would also credit the line rental charges for the period in between. However, C refused these options. Without any substantive evidence, the investigation was also unable to comment on C's claims that the handset was returned to Ca in a worse state. In full consideration of the ensure matter, the investigation was satisfied that SP had acted appropriately, but it was proposed for it to apply a small credit to C's outstanding balance, in lieu of the erroneous quotation.

8.5

C complained that SP had failed to provide an accurate internet account username to C and therefore C was unable to connect to the internet for several weeks. C also complained that SP had suspended C's account for non-payment, even though C was up to date with payments. SP did not refer to the user name problem, but stated that C's account was suspended because C had not made payments as required. Due to the problems, C cancelled SP's services and therefore SP charged a disconnection fee, which C felt they were not liable for.

The Ombudsman required SP to reduce the amount outstanding on the account to recognise the problem with the username. However, it was not considered that this should entitle SP to cancel the contract without penalty. The Ombudsman agreed that SP had been late in making a payment to C's account and therefore agreed SP was entitled to suspend C's services.

8.6

C applied to have C's father's account transferred into C's name. SP agreed to the transfer but changed C's telephone number. C experienced problems when contacting SP and received bills which displayed a new account number but the old inactive telephone number.

SP advised that it would attempt to retrieve the old number, sort out the billing problem and apply a credit to C's account. The Ombudsman considered that a shortfall in customer service had been received but considered SP's offer fair and reasonable.

12.0 Disputed Charges

12.1

C agreed to a mobile phone contract with SP, paid on a yearly basis. However, when the contract was renewed the following year, SP began to charge C monthly. C complained to SP that a refund for the overpayments was due, but only received part of the refund owed.

After contacting C to discuss the complaint further, C advised that a recent invoice from SP had included a further credit and therefore no further action was required.

12.2

C complained to the SP that it had failed to implement a business call plan for their business. However, the SP advised it had no record of the agreement and that the capped calls highlighted by C were not part of the plan anyway. The SP recalculated some of the call charges as a gesture of goodwill, but C remained unhappy as this failed to provide them with the full expected discount.

C's supporting documentation included an email from one of the SP's Sales Team in which the offer described by C was being outlined. Therefore the SP was required to provide a recalculation on this basis up until the date of the Ombudsman's Final Decision. However, C was to choose which plan they wanted to go on from this point, or the SP offer cancellation without penalty as an alternative. The SP was also required to send a letter of apology and provide a full written breakdown of the recalculated charges. In addition the SP was required to ensure any adverse credit information was removed and change an incorrect name being held on the business account.

12.3

C challenged the cost of calls made to mobile phones and premium rate services during two specific periods. One period was whilst C was away from home. The billing showed that calls billed during that period were marked as being made elsewhere. This suggested that C had used a remote billing method. The other calls were consistent with the phone usage that C had made. Nothing was provided that suggested incorrect billing.

SP was required to provide an explanation as to the notation 'dialled elsewhere' on the bill.

12.4

C responded to an advert for telephone services from SP through a third party. On receipt of the written details, C cancelled within the cooling off period as the terms were not the same as those advertised. SP did not process the cancellation and transferred C's telephone service. C transferred away and complained to SP. SP required payment for the minimum term. C wrote to complain. SP referred the account to a debt collection agency and maintained the charges. C complained to Otelo.

SP agreed that C had cancelled within the cooling off period and had now cleared the balance. The Ombudsman was concerned at the repeated shortfalls in customer service and required SP to provide a goodwill payment in recognition of the shortfall in customer service. The Ombudsman also recommended that SP reviewed its internal policies and training needs.

12.5

C, a small business, entered into a mobile phone contract with SP. C was unhappy with the billing and complained about overcharges on the account. C made a number of phone calls without response and then wrote to SP to complain. SP agreed to apply credits to the account for the overcharges. C disputed the amounts and was not satisfied. C requested to terminate the contract. SP provided a contract end date and then amended this to a later date. C complained to Otelo.

The Ombudsman considered that SP had provided poor customer service in the administration of the account and had repeatedly overcharged C. SP had also provided conflicting and confusing information with regard to the contract term and had not answered all C's complaints about the billing issues.

The Ombudsman required SP to allow early termination of the contract without penalty and to refund any overpayments on the account up to the date of termination.

12.6

C had a billing query with SP and complained that the correct tariff had not been applied. SP corrected the error, but there was a short delay. The account was revised and goodwill credits were applied to C's account. C also claimed that SP had failed to apply free line rental for a period of time that had been promised, so C remained dissatisfied.

The Ombudsman concluded that C had received a poor customer service from SP and required a further goodwill credit to be applied to C's account. SP was also required to review C's account and send C clarification as to what credits had already been applied and ensure C was billed correctly in the future. This included making sure that C had received the free line offer.

12.7

C cancelled their account with the Supplier but continued to incur charges. The Supplier confirmed that an error had occurred and C's account had not been cancelled. The Supplier offered to refund the additional charges. C experienced a poor level of customer service and the Supplier made an additional goodwill offer.

The Ombudsman was concerned that the Supplier had failed to take appropriate action. It was without doubt that a shortfall in customer service had occurred. The Supplier was

required to refund the additional payments made by C, fulfill its goodwill offer and write a letter of apology.

12.8

C complained that one of SP's engineers had damaged a connection which meant that a router which should have directed calls via a cheaper network stopped working. C complained that calls had then been routed through SP's network and were more expensive as a result. C claimed that the problem had only come to light when a much higher than usual bill was received from SP. When C continued to dispute and refuse to pay the bill, SP imposed a late payment charge. As resolution, C wanted SP to cancel the call costs and late payment charge and issue an apology. C also asked the Ombudsman to require SP to investigate an intermittent fault with SP's equipment which had not been fixed.

The Ombudsman did not consider that C had produced any evidence to support the claim made that one of SP's employees had been responsible for any equipment failures so decided that the charges on SP's bill were justified. SP had already agreed to cancel its late payment charge before the complaint was considered but the Ombudsman did require SP to investigate C's complaint of intermittent equipment problems as it would any other reported fault.

12.9

C transferred service to another provider. C did not advise SP of the transfer and SP continued to bill for the service. Despite later confirmation from C, SP still billed for the service. C asked SP to cover bank charges incurred as a result of SP taking payment for the service from C. SP agreed but did not take appropriate action. SP then offered to close the account without charge but advised that the cessation fee remained.

The Ombudsman noted that SP had not received any letters from C, but it was clear that SP should have closed the account much earlier. C had not directly asked for the service to be cancelled but it was made via another service provider. The Ombudsman required SP to reimburse the bank charges, issue a letter of apology with confirmation that the account was disconnected, issue a payment to cover bank charges incurred as a result of the shortfall in service, and to issue a goodwill payment in recognition of the unwarranted debt collection activity.

12.10

C received an upgraded handset. C then received the first bill which included repeated call charges to SP's International Directory Enquiries. C disputed the charges. SP investigated and maintained the charges. C received the next bill which again contained disputed charges to SP's International Directory Enquiries. This was a premium rate number. C complained and SP maintained the charges but offered a goodwill credit which C declined. C complained to Otelo.

The Ombudsman was concerned that the handset had been provided with a premium rate number pre-programmed which would be dialled automatically if a digit was pressed. The Ombudsman was satisfied that this had not been done by C. The Ombudsman was also concerned that SP had failed to advise C to lock the handset or remove the number when C first complained.

The Ombudsman required SP to provide a goodwill credit equal to the cost of the calls in recognition of the shortfall in customer service.

12.11

C signed up to telephone and broadband services with SP. C did not use the telephone service and was unable to connect to broadband. C complained and stopped the Direct Debit. After four months C tried the telephone line and found no dial tone. C's service was then restricted for non payment and the fault could not be diagnosed until payment had been made and the services restored. C paid but still had no dial tone and no broadband. C requested a refund of all payments and compensation. C complained to Otelo.

The Ombudsman considered that some of the delays had been caused by C's failure to test the line and report any fault. The Ombudsman therefore did not consider that C's request for a refund was warranted but considered that a goodwill credit was appropriate in view of the delay in repairing the line fault from the date it was reported. SP had provided a telephone service and was entitled to payment even though C had not used it. The Ombudsman required SP to arrange for an engineer to visit to ensure that the line was working and that C was able to connect to broadband.

12.12

C disputed calls to International numbers. SP offered a resolution as a PICC.

12.13

C contacted SP to investigate why unused monthly minutes were not automatically brought forward to the next month. C received no reply and SP appears to have no record of C's original complaint. C's says DD details were changed; DD failed and SP terminated the service. C wrote to SP and received no response. SP had no record of the complaint.

The Ombudsman considered SP's customer service had fallen below an acceptable level. The Ombudsman required SP to make a full written apology to C, investigate whether a refund of call charges is due and to make a goodwill gesture.

12.14

C transferred to another service provider but SP continued to route calls as these were not transferred. C complained and requested a refund of additional payments made and refused to pay the bill. SP maintained the call charges but offered credit for the package fees. C refused and complained to Otelo.

The account records showed that C had only cancelled the broadband service but that SP had then failed to process a further request for disconnection following receipt of the complaint from C.

The Ombudsman considered that C's claim for compensation was excessive and considered that SP had made a generous offer which should be maintained. The Ombudsman considered that C was responsible for the call charges as C had made the calls.

12.15

C disputed charges debited from the account. SP stated that the charges was correctly raised and was for held to term charges. It was found that SP had not proven conclusively that the charges raised were correct. C also did not receive a good reply to contacts made.

SP was required to make a goodwill gesture payment, by cheque, send C a clear breakdown of the held to term charge or a duplicate invoice. If SP could not support the charge then it must correct the charge on C's account and send a letter of apology for the service shortfalls highlighted in the provisional report.

13.0 Equipment

13.1

The Ombudsman found SP replaced C's handset as a gesture of goodwill and is satisfied the level of customer service demonstrated at this stage was satisfactory.

Whilst the Ombudsman notes the terms and conditions state C should have removed the personal data prior to the return of the handset, because the handset froze, it was not possible to do. On the balance of evidence provided the Ombudsman considers it is probable that SP failed to cleanse the refurbished handset of C's data. However, the Ombudsman considers it is C's responsibility for what photos and pictures stored on the handset and to determine if C is using the handset in accordance to the terms and conditions of contract.

SP explained that it had no knowledge of the precise content allegedly remaining on the handset and that it had sought the return of the handset on a number of occasions, but without success. The Ombudsman welcomes SP's offer to send a representative to the third parties address to collect the handset for investigation and the possible consideration of a goodwill payment. However, the Ombudsman emphasizes the

success of the retrieval of the handset is solely dependent on the other customer's cooperation.

The Ombudsman notes that without the evidence it cannot be determined whether SP had broken the Data Protection Act.

The Ombudsman concludes this is an unfortunate incidence the responsibility of which ultimately rests on C's use of the handset. It seems probable SP had not cleansed the refurbished handset and in light of this it offered to retrieve the handset, investigate its content and then consider a goodwill payment. Whilst the Ombudsman welcomes this offer, she notes its success is dependent on a third party. In recognition of this fact and in light of the customer service issues raised on this case the Ombudsman directs SP to make a goodwill payment. The Ombudsman requires SP to take the view it will reconsider this amount if it succeeds in retrieving the handset and completing its investigation.

14.0 Faults (Equipment)

14.1

C had a business line and could not use it for the purpose required. C complains of unreturned calls and unanswered letters. C has never received an invoice. SP did not provide a case file within the required timescales, which meant its views could not be considered.

The Ombudsman required SP to apology for shortfalls in customer service and for the inconvenience this matter had caused and awarded a gesture of goodwill in recognition of this. It was also required SP provided invoices for C.

14.2

C experienced handset problems and after returning the handset for repair on two occasions C cancelled the contract. The Ombudsman considers SP was not responsible for the repair of the handset as it was under warranty however she welcomed SP's actions to try to resolve the complaint.

In summary the Ombudsman required SP to ensure the goodwill credit was applied to the account; send a refurbished handset free of charge; reinstate the service on receipt of payment of the outstanding balance; maintain the remainder of the contract without extension in goodwill; recall the account from recovery action.

The Ombudsman considers if C selects to cancel the account then the early termination fee will be due for payment in full.

14.3

C signed up to a telephony service but could not get connected. SP accepted that C experienced delays and that the service could not get provisioned as requested. SP accepted that C was not shown a level of service normally expected. It was found that C had not been able to get connected or shown a level of service normally expected.

SP was required to write to C to confirm that the account is cancelled without penalty, send the credit left on the account to C, by cheque, make a goodwill gesture payment, to C for time spent, expense and inconvenience and send a letter of apology for the service shortfalls highlighted in the report.

14.4

C took out a new mobile contract with SP. The handset did not work so the C returned it. The SP repaired the handset and sent it back to C. The C says the handset did not work again but C did not inform SP. The C then cancelled the Direct Debit and incurred monthly rental charges. The SP maintained charges accrued but offered to terminate the contract without further penalty to C.

The Ombudsman considered that C was responsible for the contract as C did not advise SP that mobile did not work, or that C had cancelled the Direct Debit. She required that the SP maintain its offer of terminating the contract without further penalty.

15.0 Faults (Line)

15.1

C joined SP to make cheaper international calls. However, C discovered that they were experiencing line quality problems and connection problems. This was reported to SP who said that problem was fixed. However, C says that they continued to experience problems. C cancelled three months later and SP invoiced C for early termination charges. C paid the invoice but came to the Ombudsman's Service as C did not agree with this.

The Ombudsman decided that even though SP did not guarantee C a fault free service they should be able to provide a service fit for purpose. As such the Ombudsman recommended SP to refund the early termination charge.

15.2

C complained about line quality to SP. C had intermittent faults with line speed and disconnections. SP reported the faults but they continued for many months. SP required payment for an engineer to improve the line quality and C objected to charges. C complained to Otelo.

The Ombudsman considered that SP had taken all reasonable steps to improve the quality of C's line. The Ombudsman accepted that SP provided a telephone service and that it was reasonable for SP to pass on any charges incurred in improving the line as no fault was found. SP advised it was still negotiating on behalf of C to improve the line quality.

The Ombudsman did not require SP to take any further action.

15.3

C took a package with SP which included a call divert feature which failed. This fault took a lengthy period of time to resolve. SP explained the sequence of events leading to these delays and this was accepted. SP put forward an offer to resolve the problems and whilst this was accepted in respect of the call divert feature it was also noted that letters had not been answered by SP. This was considered further poor customer service and an additional goodwill gesture was required in that regard.

SP was required to provide a letter of apology in respect of the poor customer service in failing to resolve the call divert feature in a reasonable period of time and in failing to answer letters received, to provide the offered credits to C's bill, over an agreed period of time and to provide a small goodwill gesture credit to C's account to reflect the poor customer service in failing to answer correspondence received.

19.0 Installation

19.1

C requested SP move a business telephone line and an engineer's visit was arranged. When the engineer arrived C said that three residential lines were also supposed to be moved and complained to SP. SP stated that C's account was only for the one business line and the other lines were in someone else's name. Therefore, C would not have been able to arrange the move. C requested financial recompense for business losses and inconvenience, but SP declined. However, SP did offer not to charge C to move the business line, as a gesture of goodwill.

The Ombudsman concluded that the remedy offered by SP was fair and reasonable in this case as SP was not liable for any business losses. Therefore, SP was required to maintain the offer and it was suggested that C accept.

20.0 International Call Charges

20.1

C agreed to a contract with SP in store and asked for information on international roaming. C was advised that this was a function available on C's handset, but was not informed that this had to be activated by its Customer Service department. C went on holiday a short time later and found that the handset would not work. When C contacted SP to complain, C was advised that a large deposit was required before the service would be provided. C had to borrow the money to pay this and complained to SP in writing after returning from abroad.

The Ombudsman concluded that SP was within its rights to request the deposit, but the store should have informed C to contact Customer Services prior to going abroad. This was considered to be poor customer service and SP was required to apply a goodwill credit to C's account and send a letter of apology.

24.0 Mis-selling

24.1

C claimed that SP had mis-sold a call package. SP refuted the claim. It was found that the tariff offered by SP was correct and that its advisor did not mis-sell the agreement. SP had offered C a penalty free cancellation for any misunderstanding.

SP was required to cancel C's service without penalty and confirm this in writing and send a letter of apology for any misunderstanding.

24.2

C complained about the SP entering them into a mobile contract even though they suffer from mental health problems. This matter remained unresolved until a complaint was raised with the Ombudsman. At this stage the SP accepted this matter should have been resolved, and offered to cancel the contract, refund all payments, clear the outstanding balance and stop debt all collection action.

It was proposed that the SP should complete all proposed actions, make a further goodwill payment to C, send a letter of apology, and ensure any adverse credit information was removed.

24.3

C placed an advert in SP's phone book. C was sent the proofs and made amendments but the incorrect advert was placed in SP's phone book. This happened twice. C contacted SP several times to inform it of what C wanted. C's company name was spelt incorrectly on the advert. SP offered a 20% discount on the advertising which the Ombudsman saw as inappropriate in this case.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case. The Ombudsman required SP to provide a full refund of all advertising costs and send C a written apology.

24.4

C was a new customer to SP and agreed to a minimum term contract at a fixed monthly price. However, when C received the first bill, C complained to SP that C had been overcharged and, as a result, mis-sold the service. SP attempted to explain the charge to C but C remained unhappy.

No evidence had been provided for investigation from SP as to what was discussed and/or agreed at the point of sale. The investigation was concerned at this and, as a result, had no reason to doubt C's claims. However, upon examining the billing evidence, the investigation was satisfied that, apart from one credit, SP had applied the applicable credits in line with the promotion that had been agreed to. It was also clear that SP had also applied a further credit as a gesture of goodwill, for any inconvenience C had experienced. Therefore, it was proposed for SP to apply the further credit to C's account, along with an apology and breakdown of C's current monthly charges and payments.

25.0 Network Coverage

25.1

C took out a telephone contract with SP, but was unable to get a signal. C complained to SP, but the company failed to deal adequately with the issues raised by C. As a result, C requested to cancel the contract early without incurring a cessation fee.

It was agreed that C had received a shortfall in customer service and the company agreed to cancel C's account early without applying an early termination fee, clear the account balance to zero, refund an earlier payment and send C a prepaid envelope to return the handset. SP was also required to clear any adverse entries from C's credit file relating to the issues raised in C's complaint.

25.2

C entered into a contract for a mobile phone. C was unable to send text messages to certain international networks and asked to cancel the contract. C was outside the cooling off period and SP maintained the contract. C asked SP to reopen the complaint after 12 months. SP replied and maintained its position. C complained to Otelo.

The Ombudsman considered there was no evidence that C had relied on the seller's skill and judgment in providing a phone service which was capable of sending text messages

to specific international networks. There had also been an unexplained delay in C pursuing the complaint.

The Ombudsman did not consider that C's request for a full refund of rental was warranted and did not require SP to take any further action.

28.0 Payments

28.1

Due to the chivalrous actions of a third party C paid the same bill three times. SP had identified that the bill had been paid and arranged for a refund to C's Bank account. However, the overpayments had actually been made by the third party and SP failed to advise either the third party or C of this. The third party sent letters to SP but these went unanswered so C and the third party complained to the Ombudsman.

The Ombudsman was satisfied from the account record SP had provided that the overpayment refunds had indeed been met. She recognised that the fault lay in SP failing to communicate this to C which had the knock-on effect of the third party sending numerous letters about it which then went unanswered. The Ombudsman concluded that there had been a shortfall in customer service in SP failing to communicate to C and the third party and in recognition of the inconvenience this caused she directed SP to make a goodwill gesture to the parties.

34.0 Service Transfer

34.1

C transferred service to SP. The service was not available for a short period on transfer and a small part of the service was not provided at all. SP explained that it was due to technical difficulties. C was unhappy that the full service was not provided and complained to SP. SP maintained contact with C throughout the complaint and C originally accepted the resolution offered by SP. However, when C could not transfer away again C made a further complaint to SP. SP agreed to allow the transfer without penalty, which C agreed to, but C did not complete the transfer.

The Ombudsman noted that SP had made a generous offer to allow the transfer when the main part of the service had been provided. The Ombudsman also noted that C was on a residential contract but was using the service for business purposes. SP's offer had originally been accepted by C and the Ombudsman did not require any additional action from SP in respect of the same complaint.

36.0 Tariffs

36.1

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

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