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2.0 Billing

2.1

C took out a broadband service with SP. There was a delay in providing this and C later discovered that the line had been taken by another provider. C was advised that a credit would be given however C started to receive letters from a Debt Collection agency.

The case was resolved using mediation. It was agreed by between C and SP that an apology would be offered and a goodwill payment would be made to C.

2.2

C signed a contract with SP for telecom services and noted on the contract the preferred date for Direct Debit payments. This date was not honoured and C complained. SP was unable to change the payment date and C requested compensation. SP failed to respond initially to C's complaint. SP then made a goodwill offer in full and final settlement which C rejected. C complained to Otelo.

The Ombudsman considered that C was responsible for ensuring payment was made by the due date and that SP was not responsible for bank charges incurred by C. The requested payment date was a preference and not an essential term of the contract.

The Ombudsman considered that SP had made a generous goodwill offer which should be maintained.

2.3

The complainant received a Sales Call from the Service Provider and agreed to a minimum term contract for two mobile phones. The complainant later disputed charges applied to the account by the Service Provider and claimed that they were in excess of the agreement. The Service Provider maintained the charges and the complainant complained to the Ombudsman.

The Service Provider was unable to provide the Ombudsman with the call recording of the agreement. The Ombudsman commented that because the Service Provider could not provide conclusive evidence of the contract and comments that the complainant had made tended to support the complainant's claims then the complainant should be allowed to cancel the contract mid-term without an early termination fee being applied to the account, and the Ombudsman directed the Service Provider to do this.

2.4

C has complained that a letter cancelling the mobile phone contract, and requesting a PAC code was sent to the SP. SP provided the PAC code but C did not use this and obtained a new sim card. SP claim that the request for a PAC code overrides C's cancellation request. SP has continued to bill C as it claims the account is still active. C's file was passed to a debt collection agency. C paid the balance to avoid adverse credit rating.

The Ombudsman considers C cancelled the contract in good faith, and SP has not provided sufficient evidence to suggest C would have been aware of implications of not using the PAC code. SP has been asked to review activity from sim card after the cancellation notice ended. If no activity has taken place then SP will correctly bill C, refund the difference, and provide C with an apology. If activity has taken place then C is responsible for charges.

2.5

C received a bill for SP containing charges made to 0844 and 0845 number from some time ago. C queried why these calls had only just appeared on his bill. SP explained that it had not been able to bill C for these calls until now due to a fault at the exchange. C disputed this advising that these charges should not have been made on the correct bill. SP informed C that a letter was sent to customers explaining this but C had failed to receive the letter. C had a list of numbers that would receive discounts if used. C complained that an internet dial number had been removed for this list without consent. SP advised that the number had not been altered only that C's internet dial number had been changed. C complained that many promised all backs were not received.

The Ombudsman concluded that C should pay for the calls that had been made but agreed that C had experienced a shortfall in customer service and required SP to credit C's account as a goodwill payment for the shortfall in customer service and to offer C a payment plan to pay the remaining balance.

2.6

The complainant obtained mobile phone services from a Service Provider but discovered that incorrect charges had been applied for calls that should have been free of charge. The complainant complained to the Service Provider about this and the Service Provider carried out a complex recalculation of the account. As a result of the recalculation credits were applied to the account and the complainant was sent a bill for the time the account had been in query. The complainant then disputed charges for calls made to non-geographic numbers and complained about this to the Service Provider. The Service Provider maintained the charges so the complainant brought a complaint to the Ombudsman.

The Ombudsman noted from the pricing information available on the Service Provider's web-site that calls to non-geographic numbers did carry a charge. The complainant accepted that such calls had been made and the Ombudsman concluded that the charges were valid and the complainant was responsible for them.

However, the Ombudsman also noted that there had been shortfalls in customer service. It had taken the Service Provider some months to resolve the complainant's billing problem and it had failed to apply the allowance to the account in the first instance. The Ombudsman directed the Service Provider to make a goodwill gesture to C in respect of this and to send C a letter of apology.

2.7

The Service Provider provided a mobile telephone service to the complainant. The mobile phone was stolen while the complainant was abroad and the theft was reported when the complainant returned home some three days later. The complainant subsequently received a large bill which the Service Provider maintained. The complainant contested the charges and claimed that the credit limit should have prevented the charges from being incurred. The Service Provider explained that it was unable to monitor roaming usage against credit limits because of delays in receiving data. The complainant made a complaint to the Ombudsman.

The Ombudsman commented that the complainant was responsible for charges applied to a specific date and accepted the limitations of credit limits against roaming charges but the Ombudsman felt that there had been a shortfall in customer service in the manner in which the Service Provider had managed the account and the Ombudsman directed the Service Provider to allow the complainant to cancel the account early without penalty, which is what the complainant wanted, as a gesture of goodwill.

2.8

The complainant transferred telephony services to another service provider but continued to receive bills from the previous provider. Despite the complainant repeatedly complaining about this, the complainant continued to receive bills from the previous SP, so the complainant brought a complaint to the Ombudsman.

In response to the complaint, the previous provider told the Ombudsman that a process error had failed to disconnect the account. The Ombudsman directed the service provider to ensure that the account was closed and that charges applied to it in error, be removed.

The Ombudsman also recognised that there had been shortfalls in customer service in the failure of the service provider to cancel the account and to appropriately deal with letters of complaint the complainant had sent. In recognition of the inconvenience caused by this the Ombudsman directed the service provider to make a small goodwill gesture to the complainant and to send the complainant a letter of apology.

3.0 Broadband

3.1

C disputed broadband speeds received from SP and when contacting the company did not get a reasonable reply. SP stated that the broadband service was sold as being up to 8MG and this could not be guaranteed for all its customers. SP maintained that a good level of service was experienced. It was found that SP had not breached the terms of its agreement with regards to broadband speeds but had not shown C a good level of customer service.

SP was required to arrange further checks on C's broadband speed, which includes checks at the Exchange, to make a goodwill gesture credit and send a letter of apology for the service shortfalls highlighted in the report.

3.2

C complained that the broadband service SP had provided worked properly. C stated that the connection was lost after a few minutes. C therefore wanted all payments for broadband to be refunded. SP was of the opinion that the problem lay with SP's computer equipment, not the broadband signal. SP pointed out that C had been able to establish long connections on a number of occasions, and therefore questioned C's claim that C was not able to establish a long connection.

The Ombudsman accepted SP's assertion that the problem lay with C's computer equipment. It was also accepted that C had been able to make substantial use of the connection. No further action was required.

3.3

C contacted SP to take a package that included free broadband. However, before the package went live C contacted the SP again and said they wanted to cancel as the welcome pack and modem had not arrived. SP failed to cancel the account, despite repeated requests and attempts to do so by C. SP continued to send final bills and then put the debt out to a debt recovery agency. SP agreed with C to credit the account with all charges as long as C paid the connection fee.

The Ombudsman considered that C had attempted to cancel within SP's terms and had tried on many occasions to do so. For whatever reason SP failed to cancel the account and continued to try to bill C.

3.4

C applied for a broadband service with SP. The provision of this service was delayed and eventually C transferred to another SP. It was found that there had been poor customer service during this dispute. There was also a dispute as to payments taken by SP for arranging the service. It was considered important that this should be clarified for C.

SP was required to provide a letter of apology, to demonstrate that all connection fees paid have been refunded and if it could not be shown that the last payment has been refunded ensure that this payment is returned and to provide a goodwill gesture in the form of a cheque.

3.5

C was contacted by SP who said it was upgrading C's broadband service. However, when this was done C found they could not telephone out. This turned out to be a global network problem and C has been unable to call out for several months. SP gave no date as to when this problem could be fixed.

The Ombudsman recommended that SP had to write to C with some type of possible timescale and giving C the opportunity to exit from C's contract without any early termination penalty. SP also had to reimburse C's monthly charges and mobile costs; and forward a goodwill gesture to C.

5.0 Cancellation

5.1

C placed a broadband order with SP but decided to cancel within the cooling off period. SP cancelled the order but C experienced delays in having markers removed from the telephone line. SP acknowledged delays and credited C with £5 for phone costs.

The Ombudsman agrees that C experienced delays in having markers removed from telephone line. SP has been asked to pay a goodwill gesture of £50 and apologise to C for the delays experienced.

5.2

C asked for a telephone and broadband service with SP. C had problems setting up the broadband and contacted SP to ask it to cancel all services. SP did not warn C that the line would be disconnected if C did not first apply to another SP. SP processed the cancellation and C's line was disconnected. C complained as C claimed that C had not asked for a full disconnection. SP credited a termination fee as a goodwill gesture following C's first letter. However, C sent two further letters without response.

The Ombudsman was of the opinion that C had received a shortfall in customer service and required SP to apologise and make a goodwill payment to C equivalent to any connection fee C incurs, plus an additional goodwill payment.

5.3

C had supply of a mobile phone service with Supplier. The C cancelled the contract and returned the handset but received a new bill from C. The C took the bill into a store and was told by an SP employee that the problem was the fault of SP and to ignore the bills. The case was passed by SP to a debt collection agency and C's credit file was affected.

The Ombudsman considered that the bill was correct as SP had charged for calls, not line rental. However, it considered that poor advice from SP had led to the debt collection follow up. It required that the SP make a goodwill payment and written apology to C for the inconvenience caused. It also required that credit rating of C would not be negatively impacted. The C was considered to be liable for payment of the bill.

8.0 Customer Service

8.1

C's mobile phone was stolen and C reported its theft. C claimed for replacement costs from an insurance company and asked SP to provide a letter giving prices for a replacement. C's handset was not in stock and C asked for the next model up. SP refused to quote for the next model up and failed to send a letter detailing the current model prices. C made a number of calls to SP with the insurance company but was unable to get a written quote. C purchased a handset from e-Bay and asked SP to unlock it. SP could not unlock it as the phone was blacklisted. C wrote to complain and asked for compensation for the cost of the handset or for SP to unlock it. SP declined and C complained to Otelo.

However, the Ombudsman considered that C had purchased from e-bay at C's own risk and that a request for a refund was not warranted. The Ombudsman did not consider that SP was unreasonable in not unlocking the phone.

The Ombudsman considered SP had failed to provide written details of replacement phones to C despite repeated requests and that this was a shortfall in customer service. The Ombudsman required SP to provide a goodwill payment in recognition of this.

8.2

C asked SP to provide a service on an agreed date, SP provided it a few days late and only after C had chased provision. C then noted line problems and contacted SP. SP failed to deal with the fault for a number of weeks. C was able to use the service for a short time but then lost all service. SP failed to resolve the fault but still charged C on the account. C was unable to pay the account due to technical issues experienced by SP. C sent written complaints to SP but C did not receive a response.

The Ombudsman was of the opinion that SP had not provided a satisfactory standard of service. SP's notes showed that it had not been able to locate details of the account and therefore the matter had been made worse. SP was required to issue a written apology, contact C to see if C still wanted the service and if so to connect it without charge, to

ensure that C's credit file was not affected by this matter, to remove the charges for the period without service, and to issue a goodwill payment. If the account was in credit the balance was to be refunded to C.

8.3

C ordered a service with SP which included a voicemail service. By mistake SP placed C on a package that was not the one ordered. When changing this back further problems were experienced this resulted in C losing both billing and voicemail services. Further, C was not included in telephone directories which caused C further inconvenience. This had come about due to a mistake made by an employee of SP. To correct matters SP needed to switch C back to a package and then change that to the package that was originally ordered.

SP was required to provide a letter of apology for the poor customer service experienced; to contact C to discuss the changes in his package which would include it being re-registered as a an account in order that it can then be re-provisioned as a the correct type of account. C was to be fully informed as to the timescale that this would take and any short-term effect this may cause to C's service. Further, SP was to provide copy bills for the account from when they were lost onwards. If copies of the bills could not be provided SP was expected to account for all charges to the account (including calls made) and to demonstrate that the account had been appropriately charged and to confirm that C's details had been included in online telephone directories and would be included in the next paper editions to be published, to confirm when the voicemail service would be restored to C's package and to provide a goodwill gesture, in the form of a cheque, to reflect the multiple problems experienced.

8.4

C unhappy that they were omitted from their local directory and says they did not agree to this. This has also happened before. C offered compensation by SP but C unhappy with its offer and also complains of unreturned calls and unanswered correspondence.

SP says that it contacted C and spoke to a colleague of C who advised entry was no longer required. SP considers offer of compensation to be reasonable.

The Ombudsman required SP to retain its offer of goodwill and apologise for shortfalls in customer service and any misunderstanding.

11.0 Disconnection

11.1

C moved to another provider but a short time later moved back to SP. C asked SP to reconnect the line with the old telephone number. There was a delay in connecting the

line and C was given a different number and also started receiving bills for another customer.

After speaking to both the C and SP, the case was closed through mediation. SP agreed to issue an apology, try to reconnect the number free of charge and to offer a goodwill payment for the inconvenience caused.

11.2

The complainant received a bulk credit from the Service Provider which resulted in Direct Debit payment arrangements lying dormant for some time. This caused the complainant's Bank to cancel the arrangements and when the credit was used on the account, the complainant experienced a disconnection of service due to the cancellation of the Direct Debit arrangements. The complainant asked the Service Provider to reinstate the arrangements but twice the Service Provider failed to do this which caused the complainant to experience un-requested disconnections. The complainant decided to cancel the account but the Service Provider refused to withdraw the early termination fee unless the complainant returned the handset. The complainant refused to do this and complained to the Ombudsman.

The Ombudsman understood the frustration and annoyance the complainant must have experienced by two un-requested disconnections. The Ombudsman commented that there had been shortfalls in customer service on the part of the Service Provider which had caused these and to redress the inconvenience caused and directed the Service Provider to make a goodwill gesture to the complainant.

The Ombudsman also commented that an offer the Service Provider had made about the removal of the termination fee on condition that the handset is returned was fair and directed the Service Provider to maintain this.

12.0 Disputed Charges

12.1

The complainant requested a telephone service from the Service Provider, but then the complainant had a change of mind and requested cancellation. Due to technical reasons, the Service Provider failed to appropriately action the cancellation request and the complainant continued to be billed for the service. The complainant complained to the Service Provider about this but the complainant's letters of complaint went unanswered so the complainant brought a complaint to the Ombudsman.

The Service Provider advised the Ombudsman that it had failed to properly deal with the cancellation request and it made an offer of clearing the outstanding balance on the account as a gesture of goodwill for this shortfall. The Ombudsman was satisfied that such a gesture provided adequate redress to the complainant for the delay and for the

Service Provider's failure to respond to the complainant's letters of complaint. The Ombudsman directed the Service Provider to maintain the offer it had made and to send the complainant a letter of apology.

12.2

C contacted SP to enquire about a text message received from the company about a monthly charge. SP explained that a certain amount was being deducted every month for a service that provided additional inclusive calls and texts, but C informed SP that this was not required. SP checked C's account and informed C that this payment had been requested for many years and C had been informed every month by text that a top up was required to cover the cost. C disputed that this was the case and requested a refund from SP, but this was refused. However, SP later offered to refund half the cost.

The Ombudsman concluded that SP's offer should be maintained, as it was fair and reasonable. Therefore, it was suggested to C that the offer be accepted and SP was required to send C a letter of apology for any poor customer service and for any stress and inconvenience caused.

12.3

C disputed calls made to a mobile number that were appearing on his bill. SP checked and tested C's line and found no problems. SP said that the line was not faulty and that they would have expected C to be querying more than one number if it had been. Also, there were undisputed calls made either side of the disputed number. This meant that either C or someone else was in the property making calls.

The Ombudsman found that C was liable for the call charges to the undisputed number. The Ombudsman agreed with the findings of SP. As such, SP was required to take no further action.

12.4

SP provided a telephone service to C. C had been enjoying the service for some time when a bill was received for a significant amount relating to 090 numbers. C complained and SP stated that the account had never had any call charges raised for over 120 days and these were fees not previously charged. It said that it would charge for 90 charges in accordance with regulation but that C remained liable for the other charges as the calls had been made through C's line. C stated that there was no knowledge of the numbers on the bill and SP responded saying that they were for a special interactive service from another SP. C contacted this SP and was told that the service had stopped. SP advised C to contact PhonePay Plus regarding unauthorised use of numbers. C complained that there was a credit limit on the account and this had been exceeded. SP maintained that as the charges had been incurred on C's line then C remained liable. C cancelled the direct debit and SP commenced debt recovery action and charged further fees for non-payment.

The Ombudsman considered that whilst C was liable for all call charges incurred on C's line, irrespective of whether these were to C's knowledge or unauthorised, on this occasion this was to the maximum credit limit. This was because SP had failed to bill in a timely manner. C had notified SP of the dispute charges as soon as they had been raised and they ceased. It was considered that had the charges been raised promptly then the parties would have been alerted to them and action would have been taken to prevent further charges being incurred. SP was to credit the account with all charges raised above the credit limit save for the package fees. It was to review C's credit rating and ensure the complaint had caused no adverse history, and make a written apology for the stress and inconvenience caused in this action.

12.5

C disputed calls made to a particular number. SP stated the charges were correct.

The Ombudsman had no reason to doubt SP's opinion that the itemised call listing shows the line to be recording calls accurately because only the mobile number was being disputed. It was considered that if a bill-affecting fault had occurred; the whole bill would have been affected and not only calls to the disputed number. On the balance of probabilities, it was considered there was no fault.

The Ombudsman required SP to provide C with an apology for poor customer service levels and in recognition provide goodwill payment, to arrange for a home visit, so an engineer could check the telephone line for faults and to provide an itemised copy of a previous bill. C was expected to pay for the disputed calls in the interim period, unless a fault was established by the engineer and this revealed the line to be recording calls incorrectly.

12.6

C claimed to have been told by SP that calls made from a certain location would fall within the free allowance. C later incurred costs and found SP had misadvised C. SP maintained the charges and claimed it had not misadvised C.

The Ombudsman found there was no evidence of SP misadvising C. On this basis there was no justification in requiring SP to clear the charges. However, the Ombudsman required SP to maintain its previous goodwill gesture. C was responsible for the remainder of the outstanding charges.

12.7

C agreed to a contract with SP based on the company being able to provide a specific service. However, SP later advised C that the service was not available and agreed to let C cancel the contract, without applying any early termination fees. C was advised by SP the transfer had been cancelled, but some lines did go live and C was charged for the calls made through SP's service. C complained to SP on several occasions and SP

offered to reduce the amount owed. However, C did not wish to pay for any of the calls routed through SP.

The Ombudsman concluded that SP should maintain its offer to reduce the balance owing and was required to apply a goodwill credit to C's account for any stress and inconvenience caused. SP was also required to send C a cheque for any credit balance.

12.8

C complains of unrecognised calls on their bill during the Christmas period. C also complains of non returned calls and unanswered letters. SP advises that the billing systems have already been checked and C has been billed correctly. SP also advises that as a gesture of goodwill it has offered to credit the cost of the calls.

The Ombudsman found that SP had checked its billing systems but not if there had been any faults that could have affected C's bill. SP was required to check and inform C of its findings. SP was required to maintain the offer of crediting back the cost of the calls.

12.9

C had calls only with SP but was charged for back dated line rental for several months which was taken by direct debit. C complained and SP agreed that it did not provide line rental to C and promised to amend the account. SP failed to do so and continued to charge for line rental. C stopped the direct debit payments. SP agreed to credit the overcharges but failed to do so resulting in C's service being restricted. C complained. SP agreed to credit the overcharges plus an amount as goodwill. SP cleared the outstanding balance. C failed to make any further payments and services were restricted again for non payment. C wrote to complain. SP maintained its position and issued a deadlock letter. C complained to Otelo.

The Ombudsman considered that SP had made a reasonable offer to resolve the complaint. However, SP had failed to respond to C's further letters and had offered a further goodwill gesture in recognition of the shortfall. The Ombudsman considered that SP's further offer should be maintained and that C was responsible for payment of the remaining balance.

12.10

C browsed the internet using a mobile phone and the phone was restricted due to high usage. C complained that SP had advised it was free to browse the internet and asked for the charges to be waived. SP maintained the charges. SP could find no evidence that C had been misinformed and pricing information was available on its website. As goodwill gesture SP offered to credit half of the charges. C declined and complained to Otelo.

The Ombudsman considered that C had been browsing the internet prior to the alleged telephone call and confirmed the pricing information was available on the website. The

Ombudsman considered it was unreasonable to expect a service provider to provide free internet browsing from a handset. The Ombudsman considered that SP had made a generous offer which should be maintained.

12.11

C complained to that SP had billed C incorrectly various charges. Despite C's contacts with SP the matter was not resolved. SP advised the Ombudsman that it had carried out all the actions on the account as requested by C.

The Ombudsman considered SP had carried out all the actions on the account and required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment; to provide an explanation why the auto update service did not work; to confirm all the recent actions that SP had carried on the account relating to the complaint; and to provide a detailed account of what the outstanding balance related.

13.0 Equipment

13.1

C ordered a telephone system for a hotel, but was not happy with it features as C felt that it did not provide what was requested. After complaining to SP, C agreed to a new system, but again C was not happy that his requirements had been met. SP offered C a resolution, but this was rejected by C.

The Ombudsman concluded that C had received a shortfall in customer service from SP and required SP to apply a total goodwill credit to C's account. SP was also required to undertake some additional work free of charge, investigate some technical issues and send C a letter of apology.

14.0 Faults (Equipment)

14.1

C's modem was faulty and they requested a replacement. C had to request several replacement modems as they were not received. The Supplier stated that there was a long gap before C reported they had not received the modem. The Supplier agreed to refund the charges incurred for the period C had no modem. C experienced a poor level of customer service.

The Ombudsman considered the refund made by the Supplier to be reasonable. However, the Ombudsman was of the opinion that a shortfall in customer service had

occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

14.2

C received a mobile phone that operated on SP's network. C complained about the handset. SP informed C that the phone had been sent by a third party retailer. SP agreed to cancel the contract. C subsequently received another mobile phone from another retailer. C complained and SP again cancelled the contract. C wanted SP to compensate C for the inconvenience caused and to guarantee that the same problem would not happen again.

The Ombudsman was of the opinion that SP could not be held responsible for the actions of the third party retailers, and SP's decision to cancel the contract was applauded. SP was required to provide details of the retailers to C so C could make a complaint to Trading Standards.

15.0 Faults (Line)

15.1

C reported a fault to SP. SP arranged for an engineer to repair the fault. SP charged C for the repair of the problem. C complained but SP refused to remove it.

The Ombudsman was of the opinion that SP was responsible for the repair of the fault, which was located on an external cable. SP was required to remove the engineer's fee and to make a payment to C to recognise the inconvenience caused.

15.2

Domestic Customer - Loss of residential line service

The complainant experienced a loss of a residential line service which took the Service Provider some time to rectify. The complainant asked the Service Provider to provide the complainant with compensation for financial loss as the complainant was unable to commence running a business (charity) by using the line. The Service Provider refused to meet the request and pointed out that the line was solely for residential use. However, the Service Provider did agree that the complainant was entitled to some fixed rate compensation as the Service Provider had not achieved its commitment time. The complainant brought a complaint to the Ombudsman.

The Ombudsman commented that while the Terms and Conditions of the Service Provider's residential service clearly stated that the service was solely for residential use the complainant had been considerably inconvenienced by the delays in effecting repair

to the line. The Ombudsman directed the Service Provider to provide compensation for this inconvenience.

15.3

C highlighted to the SP that there were problems with the telephone line and reported these on a number of occasions. The SP investigated the faults and the service was restored on some occasions, however, the fault re-emerged.

The Ombudsman considered that the SP had taken steps to resolve the problem, but ultimately the fault still remains. Therefore, due to the poor service C received, the SP was requested to rectify the fault and provide C with a goodwill payment.

15.4

C contacted SP about some faults with the telephone and broadband service and these were resolved within a reasonable timescale. However, C complained in writing to SP that C had received very poor customer service. SP made C an offer, but this was rejected.

The Ombudsman concluded that there was evidence to show that C had reported some faults, but SP appeared to have resolved these quite quickly. However, there was some evidence of a shortfall in customer care on occasions and SP was required to clear C's account to zero, send C a goodwill payment by cheque and enclosed a letter of apology.

15.5

C lost the broadband service and contacted SP to complain, as there was a fault on the line. However, SP was not C's telephone service provider and C had to report the fault to a third party. As a delay occurred, C cancelled the broadband service through SP and requested some financial recompense and a refund of the service charges. C sent several letters to SP, but only received one reply.

The Ombudsman concluded that there had been a shortfall in customer care and required SP to send C a goodwill payment by cheque. SP was also required to send C a letter of apology and ensure that C's contact details were removed from its data bases.

22.0 Internet Connection

22.1

C agreed to a package with SP for all services and had to have a landline installed to accommodate it. SP was then unable to provide the whole package. C complained to SP which failed to deal with the complaint.

The Ombudsman decided that a goodwill gesture and an apology was appropriate.

22.2

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

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

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

22.3

Domestic Customer - Broadband connectivity issues.

The complainant was unable to obtain a satisfactory broadband connection and the service was very intermittent. The complainant telephoned the Service Provider and went through troubleshooting on many occasions and a number of Engineers visited to try to rectify the fault without success. The complainant sent a letter to the Service Provider, requesting the Service Provider to provide an additional line for an internet dial-up connection because of its failure to provide broadband. The Service Provider did not provide a response to this request so the complainant made a complaint to the Ombudsman.

The Ombudsman came to the conclusion that the issue could be resolved by the Service Provider providing technical support to the complainant and the Ombudsman directed that this be done.

22.4

C had supply of telephone service with a provider but was unable to receive broadband due to distance from the exchange. The SP offered C broadband service if C moved SP. The SP stated that it was able to supply the service. The C did so but SP was unable to supply broadband and C returned to original SP. When C did this, C lost C's original telephone number.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused.

24.0 Mis-selling

24.1

C says that SP mis-sold a tariff. SP did not offer any clear comment on the mis-sell but did cancel the service without penalty. The Ombudsman found that C had been mis-sold the broadband agreement and not shown a level of service expected.

The Ombudsman required SP to make a goodwill gesture payment, by cheque, for being mis-sold, the poor level of service experienced, expenses and time spent chasing the complaint, refund the goodwill credit promised, by cheque, confirm that the broadband service is closed with a nil balance, ensure that no adverse data has been sent to any credit reference agencies as a result of this episode and send a letter of apology for the service shortfalls highlighted in the report.

24.2

C took out a contract with SP however C did not get the features that had been expected. C complained to SP and it eventually agreed to close the account and that a refund would be arranged for postage costs for the mobile phone to be returned.

Following the Ombudsman's request for a case file, through mediation with both C and SP, it was agreed that a further goodwill gesture would be given

24.3

C advises that they took out a broadband and landline service with SP and was promised a wireless router which they never received. C would like both services terminated without penalty and refund of the broadband charges. SP advises a wireless router was not promised at the point of sale. In addition, C was offered to terminate their services with no penalty but declined this on the basis they also wanted the broadband rental refunded which SP declined.

The Ombudsman found that a sales person visited C and it was impossible to determine what was advised during the point of sale. However, shortfalls in customer service were identified and SP was required to apologise and award a gesture of goodwill in recognition of them. In addition, the Ombudsman considered due to shortfalls in service the offer of terminating the service without penalty should be maintained.

25.0 Network Coverage

25.1

C advises they took out a mobile phone contract and found the phone to be faulty. C complains of poor customer service and is looking for compensation for business losses. SP advises in line with their Terms and Conditions they offered to send the phone away to be repaired which C refused.

The Ombudsman found SP has adhered to its Terms and Conditions and offered what was considered reasonable alternatives for C. SP was required to apologise for any inconvenience this matter had caused.

34.0 Service Transfer

34.1

Broadband internet account - transfer to another Internet Service Provider

The complainant agreed to transfer a broadband service to an Internet Service Provider (ISP) and when the complainant specifically enquired about retaining an email account from the existing ISP, the complainant was advised that this would be possible. However, on transfer the existing ISP cancelled the email account and the complainant lost data that was of value to the complainant. The complainant complained about this to the ISP and while the ISP offered to make a goodwill gesture for not advising the complainant to confirm the situation with the existing ISP, the Service Provider refused to meet the sum the complainant wanted.

The Ombudsman commented that while the service provider had not given full information the complainant had contributed in some way to the situation in not contacting the existing ISP about the situation and not storing the data elsewhere where it could be retrieved.

While the Ombudsman agreed with the complainant that there had been a shortfall in customer service, the Ombudsman could see no justification in meeting the amount the complainant requested, albeit directed the Service Provider to increase the goodwill gesture it had already offered.

34.2

C signed up for SP's services after a quotation and took out a lease for the purchase of equipment. SP installed the equipment and C challenged the charges (in excess of quotation). C complained that SP did not respond to the queries. It appeared that SP has acted within terms of contract although it did not secure the lower call charges for C as agreed.

The Ombudsman considered SP's customer service had fallen below an acceptable level and SP was required to make a goodwill gesture.

36.0 Tariffs

36.1

C upgraded two handsets with SP [February] with revised call plans. When C received the bill from SP it had placed each handset on the incorrect call plan. SP agreed to swap these call plans and this led to an incorrect balance for unbilled call charges on one account. SP agreed to put this in dispute so that service could continue whilst it resolved the issue. C's service was restricted as a result of this disputed balance three times. SP made goodwill payments to C's account. SP's action to correct the account made a further error leading to another service restriction. C complained that a great deal of time was spent trying to resolve this matter.

The Ombudsman required SP to terminate C's contract without penalty and to send a written letter of apology.