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## **2.0 Billing**

### **2.1**

C was in dispute about her bill and complained to SP which agreed to provide a small credit to the account as a goodwill gesture. C delayed in making payment once the agreed invoice had been sent and SP sent the account to a debt collection agents and registered a default on C's file. C paid the disputed amount and later complained about SP's actions and it agreed to remove the default and mark the account as settled. C then received a further letter from the agency and said that the credit file remained affected.

The Ombudsman accepted that the default was legitimately placed but was disappointed that having said that it would be removed it was not. The Ombudsman required SP to apologise to C and confirm that the account was now cleared and make a further small goodwill gesture for the stress and inconvenience caused.

### **2.2**

C contacted SP with issues relating to billing, refunds and poor customer services. SP did not respond to the Ombudsman.

The Ombudsman was satisfied that SP did not supply a full service and therefore, no charges should have been raised.

Therefore, SP was required to refund all charges taken for the telephone services for a 12 month period and offer an additional goodwill gesture payment by cheque for the overall poor experiences to date along with a full written apology. SP should also send confirmation, in writing that the disputed account is now closed with a nil balance and that no adverse data has been sent to any credit reference agency as a result of this episode.

### **2.3**

C cancelled services with SP but continued to receive charges after cancellation. SP maintained that after cancellation, it offered free line rental to keep C as a customer.

It was concluded that C had made a legitimate request to cancel his services and this was accepted by sp. However, SP had incorrectly assumed that C was to remain a customer and continued to invoice for services. It was clear that C has not received a level of service normally expected or a reply to most of the complaint letters and been mis-guided regarding the credit to be received by its advisors. These were service shortfalls.

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

SP was required to write to C to confirm that the account is closed with a nil balance, ensure that no further invoices are sent, to send a clear breakdown of C's account showing the exact period the credit was applied to his account to reduce any further confusion over this particular issue, offer a goodwill gesture payment, by cheque for the overall experiences to date, ensure that no adverse information should remain on record, resulting from the subject matter of the complaint and send a letter of apology.

## **2.4**

C contacted the SP to transfer their telephone, broadband and TV services, and while the transfer went smoothly, the subsequent bills received were incorrect. The SP acknowledged that this was due to an IT, but despite a number of calls the SP failed to rectify the problem.

It was concluded that C was due a refund from the SP, while it was clear they had failed to receive adequate customer service. In resolution the SP was required to send a letter of apology, review the account to ensure C received a full refund, with a full written breakdown showing how this has been calculated. The SP was also required to contact C for further clarification of the required package and the promised discounts, and make further goodwill credit to the account.

## **2.5**

C's phone was barred and SP confirmed that it was because the credit limit had been exceeded. C paid the credit limit total but SP refused to reconnect the service until the full balance was paid. C paid the balance over a period of time and then cancelled the Direct Debit. SP asked for payment to cancel the service. C sent many letters of complaint to SP but claimed that SP failed to respond.

Having reviewed the information provided, the Ombudsman was unable to identify any evidence that SP had failed to provide a less than satisfactory standard of service. C had relied upon information given by an unrelated third party about the cost of usage. The charges had been billed correctly and there was no reason why C should not pay for the outstanding balance. Action was not required of SP.

## **2.6**

C complained that SP had overcharged for services provided. SP checked the bills and refunded the overcharges. However, C continued to dispute every bill and removed the Direct Debit on the account. SP checked later bills but confirmed that they were accurate. C was asked to reinstate the Direct Debit as required by the terms and conditions of service but C refused. SP advised that the service would be suspended if full payment was not made but C withheld payments. SP suspended the service, but reinstated it when payment was received.

The Ombudsman was of the opinion that SP had acted correctly by refunding overpayments and also its decision to offer a goodwill credit. The Ombudsman also considered it reasonable that SP suspended the service when it did not have a valid payment method available to it. SP responded to C's complaint on all occasions and there was no evidence of a further shortfall in customer service other than the initial billing error. Further action was not required of SP.

### **3.0 Broadband**

#### **3.1**

C had broadband connections problems with SP. C sent letters of complaint but remained dissatisfied with the responses received. C had problems calling SP and did not receive call backs. C attempted to transfer landline to another provider but SP stopped this from happening. Sp said that C did have a loss of service due to installation of equipment at C's exchange. SP said that the connection problem was resolved and C has been using the service.

The Ombudsman said that the loss of service due to the exchange equipment was a shortfall in customer service. The Ombudsman was concerned however that C continued to experience connection problems but SP failed to investigate this further or took active action to resolve the issue. This was viewed as poor service. SP was required to allow C to cancel without penalty, allow C to transfer service to another provider and to award a goodwill payment in recognition of the poor service received.

#### **3.2**

C experienced problems getting connected to broadband service. Despite contacting SP on a number of occasions this matter could not be resolved. C did not receive promised call backs from SP and did not receive a response to the letters. When C cancelled the broadband service SP invoked an early termination fee charge despite C not connecting to the service. SP later apologised for its error and cleared the account. The Ombudsman required SP to provide C an apology for poor service, goodwill payment, assurance that the account had been cleared and assurance that no adverse information had been recorded on C's name.

#### **3.3**

C agreed to SP's broadband service but experienced connection problems and also in trying to contact SP in order to rectify the matter. Eventually, C contacted SP to cancel the service without penalty and complained about the service received, but received no response. For the investigation it was clear that C had initially experienced connection problems and contacted PS but due to several issues, there was no resolution. Therefore, in order to try and resolve the matter, it was proposed for SP to contact C with a view to sustaining a successful broadband connection. However, if this was not

successful, C would be allowed to leave the contract penalty free. It was also found that C had received elements of poor customer service from SP and therefore it was proposed for SP to apply a goodwill credit to C's account and also provide C with an apology.

### **3.4**

C contacted SP on a number of occasions about the billing and service problems. SP advised the Ombudsman that the matters were resolved. The Ombudsman noted that SP did not resolve certain issues in an appropriate manner and timescale. SP was required to provide C an apology for poor service, credit refund and a goodwill credit in recognition of the disruption in service.

### **3.5**

C agreed to receive broadband from SP, but later decided to cancel the contract. However, C had agreed to a twelve month contract and SP requested an early termination fee. C complained about being unable to connect, but SP provided evidence to show that C had been able to use the service.

The Ombudsman concluded that there was insufficient reason to request that SP waive the termination fee and therefore C would be required to clear the outstanding balance on the account. However, there was some evidence of poor customer service, as SP had failed to deal adequately with C's correspondence. Therefore, SP was required to apply a goodwill credit to C's account before sending the final bill for payment.

### **3.6**

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 call 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.

### **3.7**

C contacted SP to cancel of Broadband, digital TV and telephone services. However, C then contacted SP to ask if Broadband services could be retained and transferred to a

temporary address. C says SP agreed, and confirmed that transfer would not mean entering into a new contract term, but would be continuation of the existing account.

C moved to temporary address but received bills from SP for all services, including those that had been cancelled. It also became apparent that SP had opened a new broadband account in C's name. C paid incorrect charges as SP agreed that a refund would be sent and that the bills were incorrect. C continued to receive bills and failed to receive promised refund. C was advised that in order to receive a refund both accounts would have to be closed. C agreed. However, SP did not send refund and C received letters from a debt collection agency regarding an outstanding balance on the new Broadband account. SP made an offer to C in full and final settlement of the matter, which C agreed to, but which SP then failed to provide.

The Ombudsman considered that C had received a poor level of customer service and that SP had failed to provide promised refunds and resolutions to the complaint. He required SP to send a letter of apology, send a cheque in respect of the overpayment C had made and a goodwill payment for the customer service issues identified. He also required SP to confirm that any defaults it may have placed on C's credit file had been removed.

### **3.8**

C's business experienced loss of its Broadband service on three occasions, twice for a period of one day and once for a period of eight days. C considered that SP had failed to work proactively to address the fault and that its third party supplier had misappropriated its line. It was C's opinion that SP should be held responsible for the third party supplier's failings and C wanted compensation for business losses.

It was acknowledged that loss of service was no doubt detrimental to C's business. However, the Ombudsman referred to SP's T&C's which stated that it was not liable for any losses and that it could not guarantee to provide a fault free service. It was considered that SP had taken reasonable steps to report the fault and the Ombudsman was satisfied that there had been no shortfall in customer service. SP's offer of an additional period of service free of charge, as a gesture of goodwill, was considered to be reasonable and SP was required to maintain its offer.

### **3.9**

C approached SP and agreed to a broadband service, but has never been able to connect. SP acknowledged the connection problems and offered its apologies.

It was concluded that C has clearly not received a usable broadband service and therefore no charges should be raised by SP. C has also made a genuine attempt to resolve the connection problems with SP and has received repeated service shortfalls with regards to call backs not being actioned and letters not being replied to.

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

SP was required to cancel C's account in full without penalty, confirm in writing that the account is closed with a nil balance, provide a MAC to enable C to contact a new provider, refund all service charges taken, refund the connection fee, offer a goodwill gesture, by cheque for her overall experiences to date, send a letter of apology.

### **3.10**

C contacted SP to cancel the broadband service and received invoices after the cancellation request. SP stated that C would have to contact its customer services to cancel and that this could not be done in writing.

It was concluded that C has received repeated service shortfalls and mis-advice by SP with regards to the cancellation request. C has also not been shown a level of service normally expected or a reply to correspondence sent.

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

Refund any charges taken after the initial cancellation request, offer a goodwill gesture payment for the repeated service shortfalls and delays, confirm in writing that the account is fully closed with a nil balance, 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.

It is recommended that a full training review is undertaken by TalkTalk with regards to its own terms and conditions relating cancellation of the broadband service to reduce any similar occurrences of this nature in the future.

It is further recommended that TalkTalk review its broadband terms and conditions to include a more comprehensive process for cancellation also detailing by what method and which department to send the cancellation request.

### **3.11**

C reported an intermittent broadband service to SP. Sp raised this with network provider who advised that the problem was due to C having a long line that was not capable of providing a reliable broadband service. C also stated that the internet dial up connection was slow.

The ombudsman said that as C appeared to have a long line issue and that broadband was not a service that the SP was obligated to provide then there was nothing further that could be done. Sp required to raise a fault however with network provider in relation to the internet dial up speed.

### **3.12**

C contacted SP and asked it to move the broadband service to another property. SP agreed to do this. C was advised that this would be done at no cost. This was also

stated in the old terms and conditions. C was later advised by SP that a new contract had to be agreed. When C disputed this C was told that the new terms and conditions replaced the old terms. SP advised this was done on website. The Ombudsman noted that SP's new terms and conditions did replace the old ones. C was recommended to contact Ofcom to challenge whether the new clause was potentially unfair or not. The Ombudsman found that C had received a shortfall in service levels and therefore required SP to terminate the contract without penalty as a goodwill gesture.

### **3.13**

C approached SP for a broadband service but experienced connection problems. SP accepted that connection problems occurred and offered a MAC.

It was concluded that C has received service shortfalls with regards to the broadband connection, delays and the attempts to resolve the complaint with SP.

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

SP was required to ensure that any marker is removed from C's line as a matter of urgency

SP should confirm that C's account has been zeroed in writing, and that all charges raised have been cleared

offer a goodwill gesture, by cheque for the overall poor experiences to date

send a letter of apology

### **3.14**

C agreed to a service upgrade with the SP, and this included the provision of a broadband service. C later complained about the broadband service failing to be received, as well as dial-up problems, with the SP's technical testing showing this may be due to C's own equipment. However, C remained unhappy highlighting customer service issues and requesting for the service to be reverted back to the old plan. On review the SP stated it was willing to revert C's account back to the previous plan, but also offered to now investigate the broadband issues and waive the normal reconnection fee as a gesture of goodwill.

It was concluded that C had received poor customer service, but concluded that the SP's offers were appropriate with the technical issues being largely outside of the company's control. In full consideration of all information the SP was required to send a letter of apology, cancel the additional monthly charges incurred so far, and make a further goodwill credit to the account. The SP was also required to contact C to establish if a broadband service was still required. If it was, then the SP was required to provide the service and cancel the one-off connection fee in line with its previous offer. Alternatively, if C no longer required the service or if broadband could not be provisioned, then the SP was required to revert C back to the old plan without penalty.

### **3.15**

C contacted SP to cancel the broadband service, but SP failed to action C's request or allow C to transfer to an alternative service provider. C contacted SP on several occasions by telephone, email and letter, but SP failed to adequately address C's queries and complaint.

The Ombudsman concluded that C had received poor customer service from SP and required SP to provide C with a refund of charges, a goodwill payment and a letter of apology. SP was also required to assist C with the transfer of the broadband service to C's new internet service provider.

### **3.16**

C requested broadband from SP, but it was not provided for several months, as the line could not support the service. When the service was eventually received, the speed was far less than C was paying for. C complained in writing to SP, but no response was received. C wrote again, but there were further delays. SP eventually offered C a goodwill payment, but this was rejected. A further offer was made and C accepted a cheque payment. SP also refunded all broadband payments for the time the service was unavailable.

It was recommended that SP provide an additional credit for failing to deal with C's complaint, a full breakdown of C's account and reduce C's monthly charges to reflect the lower speed.

### **3.17**

C experienced numerous connection problems with SP's broadband service. On each occasion SP diagnosed the fault and took action to resolve the problem. C experienced a poor level of customer service. SP applied a generous credit to C's account to cover the broadband charges.

The Ombudsman found SP's credit for the broadband service charges to be reasonable, but was of the opinion that a shortfall in customer service had occurred. SP was required to write a letter of apology and make a nominal goodwill payment.

### **3.18**

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

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

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

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

### **3.19**

C contacted SP with issuer relating to broadband, faults, poor customer service. SP did not respond with any comments.

Without any comments from SP, it was concluded that C has experienced an intermittent broadband service and technical issues regarding being able to call International numbers. C has also received a service shortfall in the attempts to resolve the issues and has had a poor response from SP.

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

- SP was required to cancel C's broadband and telephone service without penalty, send C a MAC, • offer a goodwill gesture by cheque for the poor experiences, send a written apology

## **5.0 Cancellation**

### **5.1**

C received a telesales call from SP offering telephone and broadband services. C initially agreed but then telephoned to cancel, before the services were activated. SP accepted the cancellation and agreed to close the account. However C continued to receive bills from SP for small amounts. C rang to complain and was told to ignore the bills and that SP would sort it out. C received letters threatening Court action but again was told by SP to ignore the bills. C then applied for a mortgage and was refused due to an adverse credit report from SP. C complained and asked for written confirmation from SP that his account was closed and the balance clear. SP agreed to write but failed to send letter. C wrote to complain but did not receive a reply and complained to Otelo.

The Ombudsman considered that the customer service provided by SP had been very poor which had led to distress and embarrassment for C. SP failed to credit C's account, failed to respond to his complaints and failed to provide written confirmation that C's account was cleared. The Ombudsman therefore awarded a goodwill refund to C to compensate for the poor customer service and required SP to send a written apology together with confirmation that the account was closed and the balance cleared.

## **5.2**

C contacted SP to cancel the telephone service, as C was moving home. SP actioned the request, but due to a system error the account remained active. C complained to SP on several occasions and requested a refund of advance line rental payments. However, SP failed to provide the refund and close the account.

The Ombudsman concluded that SP had provided C with a very poor service and required SP to send C a goodwill payment, the refund due and a letter of apology for any stress and inconvenience caused.

## **5.3**

C wrote to SP to cancel a mobile phone account but SP claimed it did not receive the letter. This was shown to be inaccurate as a response from SP acknowledged the letter. SP failed to provide a clearly labelled Final Account or to confirm to C that it was the final invoice on the account. This was viewed as poor customer service and this was made worse when C called SP for confirmation that an invoice was the final invoice to be delivered. The customer service advisor did not give this confirmation and simply told C that a letter should be sent to the disconnection department. This was again viewed as poor customer service. SP then instructed a debt collection agency to secure payment without confirming that it was the final account.

SP was required to provide a letter of apology for the poor customer service experienced in this matter, provide a goodwill gesture in the form of a cheque, provide written confirmation that C's account was now fully cancelled and provide written confirmation that it had not made any adverse entries on any credit reference file held in relation to C.

## **5.4**

C said had not agreed to service with SP. C called to complain and cancel but received no resolution. C remained dissatisfied with the response received from SP. SP said that C did call to cancel and c was informed to contact the landline provider of his choice to ensure that he did not lose service on his landline. C did not follow up this advice until three months later. Sp said it had offered to remove landline rental but that C was asked to pay for call usage.

The ombudsman said that it could not be known why C did not follow SP's advice for three months. The offer to remove landline rental was however viewed as a reasonable resolution as C was liable for call usage no matter which service provider C had been with.

## **5.5**

C requested cancellation with SP but received no response. C sent letters to SP and called but the account was still not cancelled. Sp did not provide a case file and so its views could not be taken into account.

The ombudsman said that C had received poor customer service from SP. SP required to refund C with payments made, cancel the account and award a nominal goodwill payment.

## **5.6**

C contacted SP with issues of cancellation, disputed charges and poor customer service. SP maintains that the charges raised was correct as C cancelled within the minimum contract period.

It was concluded that as C had cancelled the services within the 12 month minimum contract period, SP is warranted for chasing for the outstanding charges during this period. C did not receive an appropriate level of service when attempting to resolve the complaint with SP; however the company's offer to clear the remaining balance as a goodwill gesture has addressed this.

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

SP should maintain its offer to clear the remaining outstanding balance to nil, send C written confirmation that the account is closed with a nil balance, ensure that no further invoices are sent and send a letter of apology.

## **8.0 Customer Service**

### **8.1**

C's parent died. The telephone account with SP was in credit. C tried to arrange for the credit to be refunded. SP failed to pay the refund for several months, even after being provided with the necessary documentation.

The Ombudsman required SP to make a payment to C as a goodwill gesture to recognise the distress and inconvenience C had been caused.

### **8.2**

C cancelled an account with SP which arranged a time at which it would collect a set top box from C. This appointment was not kept and a further three were also missed. The casefile provided by SP accepted that poor customer service had been experienced and that a goodwill gesture had been promised but not delivered.

SP was required to provide a letter of apology for the poor customer service experienced in this matter, provide a goodwill gesture in respect of the repeated instances of poor

customer service experienced by C, provide any refund due on C's account at the time of cancellation and provide a schedule of charges and payments on the account to demonstrate the balance at the time of cancellation. This balance was also to be explained in plain English to ensure that the way in which the balance has been arrived at could be understood.

### **8.3**

C says he registered for Broadband but did not purchase a computer until some months after the service was activated. However, when C eventually tried to connect to Broadband he experienced problems connecting and contacted SP. C considers that SP failed to try and resolve the connection issues and subsequently ignored his letters of complaint and request for reimbursement of the call charges he had incurred to its premium rate Technical Support service.

The Ombudsman considered that SP could not be held responsible for C's delay in obtaining a computer or making use of the Broadband service. He could find no evidence that SP had failed to respond when C reported connection problems and considered that C may not have set up his computer correctly, for which SP was not responsible. However, he acknowledged SP's failure to reply to C's letters of complaint and agreed that C may have experienced difficulties contacting SP by telephone. Therefore, he required SP to send a letter of apology and provide a small credit as a gesture of goodwill in respect of the customer service issues.

### **8.4**

C requested a handset upgrade, but SP failed to inform C that the upgrade would tie C in to a new minimum contract term. When C became aware of new contract period, C complained. SP offered to refund the cost of the handset and release C from the contract if the handset was returned. C refused the offer.

The Ombudsman acknowledged that SP had failed to notify C of the new contract term and considered this to be reflective of a shortfall in customer service. It was noted that C was happy with the tariff and handset, but did not wish to be tied to a contract. However, as the handset upgrade had been agreed based on C's projected expenditure during the contract term, the Ombudsman accepted that SP could not offer the handset and tariff without a contract term being in place and considered SP's offer to be reasonable.

SP was required to maintain its offer and apply a small credit in respect of the shortfall in customer service C may have experienced.

### **8.5**

It was found that there had been a number of shortfalls in SP's customer service. SP did not provide a service to C within a reasonable time and billed C for services that had not been received and failed to reply to C's letters of complaint.

SP was required to refund the charges collected and to send a cheque for this amount to C. This amount included a refund of the connection charge. SP was also required to supply free broadband to C for the contract period i.e. to credit the monthly charge for the contract period from the date on which C was able to connect to the service, as a gesture of goodwill to compensate C for the poor customer service.

## **8.6**

C agreed to a package with SP but claimed that SP overcharged for that package. On investigation it was identified that the incorrect package had been applied to the account and SP offered to refund the charges. C then complained that one of the services had not been provided until half way through the contract. SP again offered to refund the charges. C's property was then damaged by faulty equipment provided by SP. C requested compensation for the poor service and the damage caused.

The Ombudsman was of the opinion that SP had failed to provide a satisfactory standard of customer service although there was no indication that C had requested the services from SP. SP was required to issue a letter of apology and a goodwill payment for the shortfall in service and for the inconvenience caused. However, SP was not required to take any action in respect of the damaged property or package charges.

## **8.7**

C claimed that SP was supposed to provide information regarding a service but instead took over the line. C complained to SP and SP cancelled the service after a delay. However, SP requested payment of the charges incurred while the service was being provided. C paid some of the charges but asked for a refund. SP refused. C sent several letters of complaint but SP maintained its position, although an offer of a small goodwill payment was made.

The Ombudsman noted that C had agreed to the service with SP but asked to cancel within the cooling off period. However, as SP had failed to cancel the service when first requested there had been a shortfall in customer service. The Ombudsman considered the charges to be valid but SP was required to apologise for the delay in cancelling the account and to issue a small goodwill payment in recognition of that shortfall.

## **8.8**

Following the death of C's wife, C contacted SP in order to process a change of name on the account. SP provided C with a form to complete and C did this and returned the form. However, C continued to receive bills and demands for payment for the balance that was left to pay by C's wife's estate. C complained to SP and although SP eventually advised C corrective action would be taken, this did not happen. The investigation found that SP had not actioned C's request and that SP had also caused C undue inconvenience and stress at a difficult time. It was found that C had received poor customer service from SP. Therefore, SP was required to clear the remaining balance on the account, provide C with an apology and also ensure that C's credit rating

had not been affected. In addition, SP was also required to ensure that the outstanding balance for C's wife's estate was confirmed in writing so that arrangements could be made for this to be paid.

## **8.9**

C ordered and paid for a broadband service that whilst it was provided by SP could not be enjoyed as the 'start up' packs sent were not received twice and the third could not be installed. It was found that SP had provided poor customer service in failing to ensure that C could enjoy the service once it was aware of the problems being experienced.

SP was required to provide a letter of apology, refund all amounts paid by C in respect of the broadband service, cancel the broadband service without any penalty being imposed. This action was to be confirmed in writing. SP was also required to provide a goodwill gesture in respect of the poor customer service experienced.

## **9.0 Direct Debit**

### **9.1**

C arranged a service with SP to be paid by Direct Debit. C claimed that specific payment dates were agreed but SP denied this saying that it did not allow such arrangements as it had a varied collection policy. The sales call was not available for consideration. On the basis of the information made available it was found that as the invoice was delivered and stated when payment would be collected C should have ensured that it was paid or that funds were available for the payment.

### **9.2**

C signed up to a mobile phone contract with SP via an independent retailer. C stated that C had instructed the retailer that C did not want to pay by Direct Debit. However, SP started to take payments by Direct Debit. C cancelled the Direct Debit instruction and claimed the payments back. C complained to SP, and did not make another payment. SP therefore disconnected C's services. C wrote to complaint. SP ignored C's letters.

The Ombudsman decided that SP had acted in good faith in setting the Direct Debit up on the instruction of the retailer. SP was not held responsible for the retailer's apparent mistake. As C had failed to make payments to the account, it was decided that SP was entitled to disconnect C's account. SO was required to make a small payment to C as a goodwill gesture in recognition of some customer service failings identified.

## **11.0 Disconnection**

### **11.1**

C was receiving a broadband service from SP when C decided to change to another service package that included line rental and free broadband services. C cancelled payment arrangements prematurely in respect of C's existing service and this automatically generated bars to the free broadband service C wanted. Although C repeatedly complained about this, due to a system fault, SP was unable to remove the bar. C cancelled the order and refused to pay billing SP sent.

The Ombudsman noted that had C been able to connect to a broadband service no charge would be incurred and noted that the charges that were now outstanding on the account related to the landline services. C had used these services and had a responsibility to pay for them.

SP told the Ombudsman that it was prepared to withdraw an early cessation fee applied to C's account for the cancellation of the order and that it would refund the one off connection fee C had paid. The Ombudsman decided that this would be an appropriate course of action to take. The Ombudsman also commented that there had been shortfalls in customer service which SP accepted and in recognition of these, she directed SP to send a letter of apology and make a small goodwill gesture to C.

## **12.0 Disputed Charges**

### **12.1**

C received a large bill from the SP and realised that his SIM card had been stolen from his handset. C disputed the amount saying that SP had a duty of care to inform him of the high usage. C says that the SP should have notified him. However it emerged that the calls were made abroad and consequently there would be delay in billing. The SP proposed to clear charges that arose after it discovered the high usage and the Ombudsman requires it to maintain this and consider the remaining payment via a proposed payment plan.

### **12.2**

C was receiving services from SP but cancelled one of the services. SP failed to deal with the cancellation and C continued to be charged. C repeatedly complained about the overcharging and felt that SP was ignoring the complaint. SP told the Ombudsman that the account had been cancelled and C had received the overpayments C had made by means of credit to the account which had been used to meet payments that C had not made.

The Ombudsman decided that SP had applied the overpayments to the account but as C had not met payments it had been used to meet other outstanding charges and C was not entitled to any further refund or credit. However, the Ombudsman felt that the situation could have been avoided had SP communicated better with C. She decided that this was a shortfall in customer service and to redress it SP should send C a letter of apology and make a small goodwill gesture.

### **12.3**

C received billing from SP that showed a large number of Premium Rate Service (PRS) calls having been made during the early hours of the morning. C disputed the charges and SP explained that they had come about as a result of a rogue-dialler setting itself on C's computer.

The Ombudsman's investigation revealed that the calls had not been made as a result of a rogue-dialler but by means of calls to a television quiz show. The Ombudsman was satisfied that the calls had been correctly raised and C was responsible for them, but there had been a shortfall on the part of SP in providing incorrect information to C about them. The Ombudsman decided that in recognition of it, SP should send C a letter of apology and make a small goodwill gesture to C.

### **12.4**

C disputed charges on the account and wrote to SP requesting cancellation of the mobile phone contract. C did not receive a reply so wrote again. SP contacted C and asked C to provide a copy of the original letter requesting cancellation. C did this and disputed payment of the outstanding balance on the account. SP passed the debt to a debt collection agency.

It was unclear why SP had not received C's cancellation request, but it was noted that SP may not have followed up C's subsequent request for it to investigate his dispute about charges. SP was required to contact C and clarify the charges C wished to dispute. It was also required to investigate C's dispute and if it was established C had been incorrectly charged, to apply a credit to the account equal to the incorrect charges. A payment as a gesture of goodwill was also required in respect of the shortfall in customer service C may have experienced.

### **12.5**

C complained that there were disputed calls on her and her daughter's accounts. She says SP advised that it did not offer call limiting for customers but C later found that the service had been barred by SP. SP investigated and found no reason to cancel the charges, concluding that all calls had been made by C.

The Ombudsman could find no reason for the complaint to be upheld and agreed with SP's proposals for resolution: to reinstate the account and provide an apology for the way C felt about customer service as well as initiating a payment plan.

## **12.6**

C cancelled services with SP due to a house move. SP disconnected C before the due date and then charged a reconnection fee. SP credited the reconnection fee and disconnected C on the due date. C then received incorrect bills from SP. C wrote to complain but did not get a reply. C received further incorrect bills and wrote again. SP wrote to confirm his account was in credit but C then received a further bill and complained to Otelco.

The Ombudsman considered that the customer service provided by SP had been poor and that it had continued to incorrectly bill C. The Ombudsman therefore required SP to provide a goodwill refund to compensate C for expenses and inconvenience and also required SP to send a written apology and confirmation that the account was closed and the balance clear.

## **12.7**

C complained to SP that the telephone service had been restricted in error and that SP failed to respond to C's letters and complaint.

The Ombudsman concluded that SP was within its rights to restrict C's service, as there was a large outstanding balance owed on the account. However, as SP failed to address new issues of complaint in C's correspondence, SP was required to provide a goodwill credit to C's account.

## **12.8**

C took a contract with SP which provided a preferential rate, especially in relation to text messaging. When C received the first bill this tariff had not been applied and when it was checked SP C was told that the tariff that it was understood had been agreed could not have been offered as it was an online only offer and the contract had been agreed on the telephone. This was disputed by C who asked SP to check the call recording. SP said this was not available. The issue was therefore decided on the balance of probabilities. As C would not have been able to predict that the recording was not available it was decided that C had been offered the online offer by the advisor and that SP should therefore apply this tariff. It was also found that SP had provide poor customer service during this dispute.

SP was required to apply the disputed tariff to C's account, check all bills that have been delivered since the new contract was arranged and adjust them to the rates provided in the disputed tariff, apply the rates of the disputed tariff for 18 months starting at the time that the Final Decision may be accepted, provide a letter of apology and provide a small goodwill gesture to reflect the poor customer service that has been experienced in this case.

## **12.9**

C ran up a high mobile phone bill and arranged with SP to meet the charge over two monthly payments. However, SP took a Direct Debit from C for the full amount which caused C to fall into arrears with C's bank account and cause hardship.

C repeatedly asked SP to refund the DD payment but it took SP some time to do this and not without further accounting problems. C continued to receive services but disconnections came about because C refused to pay any billing that SP sent. Eventually, SP resolved the accounting problems met bank charges that had resulted from the DD payment and made a goodwill gesture to C for the inconvenience caused. C wanted immediate cancellation of the services without incurring an early termination penalty as C was tied into a minimum period. Whilst SP was prepared to reduce the term it was not prepared to agree to immediate cancellation.

The Ombudsman concluded that there clearly accounting problems with C's account and related shortfalls in customer care but the goodwill gestures SP had made were commensurate to the inconvenience caused. SP had provided C with services and there had been no problems with the provision of the service. The problems related solely to the management of the account and on this basis C was unable to immediately cancel the contract. However, the Ombudsman decided that it would be appropriate for SP to maintain the offer it had made about reducing the minimum term.

## **12.10**

C moved house and began to pay for a package of services C was receiving from SP by means of cash to a pay point. C complained that despite paying by this means, SP continued to also take payment by means of Direct Debit arrangements and C wanted a refund for this. SP explained that C had not been paying twice for services because C had two accounts.

The Ombudsman was of the opinion that the history of both accounts was confusing and to resolve the situation SP should look into both accounts and provide C with a breakdown of all charges and payments applied to them. Both parties would then be able to see and ascertain whether C was due a refund or still owed SP for services.

The Ombudsman also noted that there had been a shortfall in customer service in the case as C had repeatedly complained about the problems, but SP had not appropriately dealt with this. C had not received promised call backs and C's letter of complaint went unanswered. The Ombudsman decided that SP should send C a letter of apology and make a small goodwill gesture in respect of this shortcoming.

## **12.11**

C was contacted by the SP to enter into a telephone contract. C says that he agreed to receive literature although the SP says that C agreed to the contract. C says that C only noticed that the telephone had been transferred when C received a bill from the SP. The

SP said that it had a sales recording of the sales although it did not provide this to the Ombudsman's Office.

The Ombudsman concluded that as SP was unable to provide a copy of the sales call, C should be allowed to cancel the contract without incurring any early termination fee.

### **12.12**

C complained that SP had suspended a landline service and requested early payment of the account balance. SP explained that the service was suspended because the limit had been exceeded. C sent written complaints to SP but claimed that SP failed to respond. SP provided evidence of its contact with C. C asked for the charges to be cleared from the account but SP did not consider the action to be warranted. C refused payment of the final bill and SP referred the matter to a debt collection agency.

The Ombudsman was of the opinion that there had been a small shortfall in customer service because SP had failed to explain the reason for the early payment request. However, the remaining issues were clearly indicated in the terms and conditions of service and C was able to confirm the details. SP was required to issue a goodwill payment for the shortfall in customer service. Once the credit was applied the remaining charges were considered to be valid and payable by C.

### **12.13**

C requested a broadband and telephone package from SP but due to confusion over charges C asked to cancel. SP agreed to cancel but C disputed the outstanding balance on the account. SP explained the charges but C felt that the service should not have been charged for. SP offered to refund the disputed charges but then failed to do so. C sent letters of complaint to SP but claimed that often responses were not received.

The Ombudsman was of the opinion that SP had failed to advise C correctly of the services to be provided and the charges for those services. C had clearly made a cancellation request that SP had failed to act on and as a result billing continued in error. SP was required to issue a letter of apology for the shortfall in customer service and for the failure to act on the request. All broadband charges were to be credited back to the account and SP was required to issue a small goodwill payment to C for the inconvenience caused.

### **12.14**

C disputed call charges to a premium rate services number, but SP maintained the charges.

The Ombudsman concluded that C was liable to pay the disputed call charges, but as there was some evidence of poor customer service, SP was required to apply a goodwill credit to the account.

### **12.15**

C disputed telephone calls SP had charged C for. C therefore refused to pay for the calls. SP suspended C's services.

The Ombudsman could find no evidence that C had informed SP that C disputed any charges. Therefore, it was considered reasonable for SP to expect C to pay all charges on the account. As C had not done so, it was decided that SP was entitled to suspend the account. SP was required to make a goodwill credit to C's account to recognise the fact it had not responded to some of these C's letters (to clarify, these letters did not mention the disputed call charges).

### **12.16**

C cancelled an account with SP and whilst it removed the marker from C's line it did not cancel the account. Despite numerous requests to cancel this account SP failed to note that the marker had already been removed from the line and therefore continued to reapply on a number of occasions without investigating why its requests were being rejected time after time. This was accepted as being poor customer service.

SP was required to cancel C's account immediately, refund all monies paid by C in relation to the account and any monies collected since the time that the cancellation should have been processed, confirm that it has not caused any adverse entries to be entered on any credit reference files held in relation to C and provide a goodwill gesture in respect of poor customer service experienced over an extended period.

### **12.17**

C's account was acquired by SP which delivered two invoices, the second of which contained some duplicated charges. Complaints failed to gain any response until C threatened to close the account. At this time SP offered to waive all charges for a five month period. Whilst C was considering this offer SP restricted its services which led to further complaint. The complaint was not addressed and the account was passed to a debt collection agency.

It was found that C had experienced poor customer service and SP was required to: provide a letter of apology, waive all charges from C's account and close it and ensure that no damage has been caused to any credit reference files relating to C and confirm this in writing.

### **12.18**

C received a high bill from SP that contained an extremely high charge for just one call. C disputed this with SP but it maintained the charges. The investigation focuses on whether or not SP could have alerted C to the high usage. The billing evidence was examined and it was found that SP was not in a position to have alerted C to the call charge on the bill. The charge was considered to be valid and correct. However, it was

found that upon complaining to SP, it provided C with incorrect information about who to complain to about the call. On this basis, SP was required to provide C with an apology. C was advised to contact the individual company concerned in order to obtain a refund of the charge.

### **12.19**

C complained that SP maintained a charge after an account should have been closed. This was after a complaint against a third party, related to the account with SP, was upheld in C's favour. SP investigated and found it had done nothing incorrectly, but that the third party had failed to act, even after it was contacted on C's behalf by SP.

The Ombudsman considered that SP had done nothing inappropriate, but requested that SP suspend debt collection pending C pursuing the third party again.

### **12.20**

C cancelled an account with SP but charges continued to build as the account was in arrears. After payments had been made to cover the original outstanding charges C refused to make any further payment. Payment had been claimed for charges such as late payment as the account had not been paid promptly. To resolve matters SP fully cancelled the account and cleared these outstanding charges.

No further action was required of SP.

### **12.21**

C was unable to connect to a new broadband service and used SP's dial up service in the meantime. However, after several weeks, C stopped payment of the broadband charges because C felt that double charges were being incurred. C complained to SP but did claim that SP failed to return calls or reply to emails. SP suspended the service due to non-payment. However, SP commented that C had not reported any connection issues and therefore it was unaware that C was unable to use the broadband service.

The Ombudsman noted that the service did become available to C without repair by SP and therefore it appeared to have been a user fault. However, as SP did not question the problems that C was experiencing there was some indication that there had been a shortfall in service. There was also evidence that SP had failed to respond to all contact from C. The Ombudsman required SP to issue a written apology and a small goodwill credit for the failure to respond to contact from C.

### **12.22**

C placed an order with SP for services but that same day C had a change of mind and asked SP to cancel the order. C believed that the order had been cancelled but then received billing from SP. C complained and SP said that it would investigate the matter.

C was sent further billing and experienced a disconnection of service. C continued to complain and SP's response was that an investigation was being made. C complained to the Ombudsman.

SP told the Ombudsman that it had now established that C had cancelled the order. The Ombudsman noted that it had taken SP ten months to establish this and in the meantime much inconvenience had been caused to C. SP should not have gone ahead with the transfer and to redress the problems this caused to C, SP should send C a letter of apology and as a gesture of goodwill withdraw any charges that were applied to the account.

### **12.23**

C contacted SP with issues relating to disputed charges and SIM cards. SP maintained the call charges as correctly raised, but offered a refund for charges it could not substantiate for.

It was concluded that although the charges have been raised via C's SIM, it is not acceptable for SP not to make any attempts to contact C to alert C to the unusual activity on the account.

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

SP should clear 50% of the charges raised, as a goodwill gesture before C's contact, clear all charges raised after C's contact, send a breakdown of the charges raised and cleared, SP should then also offer a re-payment plan to reduce the burden of the remaining debt

## **14.0 Faults (Equipment)**

### **14.1**

C had a faulty handset with SP. C sent this for repair but received a second hand handset which was also faulty. C complained to Sp but received no resolution.

The Ombudsman was concerned that C had received a second hand handset that was also faulty and was also concerned that SP did not take ownership of the problem and offer a resolution within a more timely manner. The ombudsman said that SP should cancel the contract without penalty, refund 50% of the rental paid and send a reconditioned handset.

### **14.2**

C contacted SP with issues regarding connection problems, technical issues with a handset and poor customer service. SP maintained that it had not been given the opportunity to respond to the issues raised.

It was concluded that C has encountered repeated service shortfalls with regards to SP failing to take ownership of the complaint upon the initial contacts and failing to reply to correspondence sent. SP has also failed to advise C regarding its ADR process and has mis-advised C regarding being able to run diagnostic tests on a lost handset.

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

If C was willing to remain a customer of SP:-

SP should clear any service charges raised after the last usage made on her account for the overall poor experiences to date, maintain its offer of a lower a contract tariff, send out a new SIM free of charge, send a letter of apology

## **15.0 Faults (Line)**

### **15.1**

C complained to the SP about a number of calls being received from people suggesting a call had been received from C. C denied making the calls, with the SP logging a fault with the line provider. However this failed to resolve the problem and the SP advised there was no record of any of these calls being made from the line. C then disputed the SP's decision to charge for the engineer's visit, with the SP highlighted it was explained to C that the charge would not be refunded if there was any fault on C's apparatus.

It was concluded that the SP had acted correctly throughout and had followed normal procedures. However, as the engineer's visit had failed to establish any fault with C's equipment then it was concluded the charge should be credited to C's account. In resolution the SP was also required to continue working with the line provider to establish if this matter could be resolved. Contact C with a progress update, also offering to change the telephone number and place a number withheld option on the line.

### **15.2**

The Ombudsman concludes C alleges that due DACS on the lines SP was unable to provide a ADSL service. The Ombudsman accepts that ADSL cannot be provided on a DACS line however, in this case it was provided on a third line. The Ombudsman noted that the ADSL service was not a new provide, but was taken over from another service provider. A fault then occurred in an underground cable that affected C's telephone services. SP diverted C's calls and reported the fault without delay.

C repeatedly requested that DACS be removed. SP forwarded the requests to the network provider who rejected them. The Ombudsman accepts SP cannot dictate how

the service is provided by the network supplier. Furthermore, the Ombudsman notes that C requested advice on feature line services however SP was unable to advise C as it is not a service it provides. The Ombudsman accepts this as a reasonable response.

C transferred the services to another service provider during the minimum term of the contract with SP. SP applied early termination fees in accordance with the agreement with C. In an attempt to resolve this issue SP offered to clear the fees if C returned to its provision. This offer was rejected. In a final settlement SP offered to reduce the early termination fees. The Ombudsman considers this offer was a reasonable settlement to the dispute.

The Ombudsman notes that SP provided timely responses to C's enquiries and considers the customer service demonstrated on this case was satisfactory.

In summary the Ombudsman requires SP to:

- maintain the broadband termination fee and clear the cancellation fee for the cost of the lines in goodwill;
- on receipt of the balance of the account recall the account from the debt recovery agency.

### **15.3**

C has fault on line for ten days. C was not happy at the response times of SP and requested compensation. SP advised C that it was not liable to pay compensation and C remained dissatisfied. Sp said it had offered to release C from contract without penalty, which C had already done. SP confirmed it was not liable to pay C compensation.

The ombudsman said that based on the evidence provided SP had done all it could to repair the fault. SP was also not liable to compensate C and so its offer to release C from contract without penalty was viewed as an acceptable resolution.

### **15.4**

C experienced a fault on C's line and this was not fixed for a number of weeks. C complained to SP on numerous occasions both throughout and after the fault. SP had accepted liability for the claimed period and offered C recompense in line with its own process. However, C refused this and claimed more due to mobile phone expenses and poor customer service. For investigation, the main dispute surrounded the level of recompense C was being offered. It was clear that SP had already credited C with a certain amount, and also proposed a total overall amount. Due to C's lack of evidence for costs C's claim could not be validated and although it was accepted the costs were incurred, it was also considered that SP had already offered reasonable recompense for this. However, the investigation found that C had received poor customer service from SP throughout the actual fault and therefore it was proposed for SP to retain its total credit offer in addition to the credit it had already applied.

## **18.0 Information Disclosure**

### **18.1**

The Ombudsman concludes there is no evidence that C made an agreement with SP to allow C to make partial payments or make late payments. The Ombudsman notes C made late payments and as such C's credit history accurately reflects C's payment pattern.

The Ombudsman required no further action by SP on this case.

## **19.0 Installation**

### **19.1**

C complained that a service was not provided as expected. SP investigated and found that there was a fault, attributable to the previous service provider and then a request for account termination from C. This last was due to a house move by C, but C did not request reconnection afterwards.

The Ombudsman concurred with SP, but required an apology and goodwill payment for a shortfall in customer service that was recognised.

### **19.2**

C complained that a service was greatly delayed before provision. C complained but SP failed to respond initially. C later got the service installed, but complained that there was a lack of information provided, SP did not make the expected call backs and failed to respond to any of C's letters.

The Ombudsman considered C had experienced poor customer service, for which an apology and goodwill payment were required.

### **19.3**

C complained that a service from SP was not provided. SP investigated and found that C had experienced technical issues, but these were resolved. C complained that SP had not addressed the issues, had ignored them and did not complete promised refunds.

The Ombudsman considered SP had addressed the issues, but the findings were not relayed in letters as C had expected. A recommendation was made for an apology and small goodwill payment in recognition of the shortfall in customer service.

## **22.0 Internet Connection**

### **22.1**

C agreed to a broadband service from the SP, but complained about the slow connection speeds and the subsequent poor customer service received, with a number of emails failing to receive a response and with the SP also failing to provide details of Otelo on request. TalkTalk advised that the connection speed was tested and this showed it to be within acceptable levels, whilst highlighting that details of Otelo are included on its website.

It was concluded from the evidence provided that the SP had failed to provide an adequate level of customer service, and that further testing should have been conducted. In full consideration of all information the SP was required to send a letter of apology, make a goodwill credit to the account, and contact C with further advice on how the connection speeds can be reviewed through the line provider.

### **22.2**

C had two lines with SP and used a dial-up internet service over one of the lines predominantly. However, C experienced a dramatic slowness in the dial-up connection and after experimenting with C's other line, computer equipment and software, C believed it to be a fault with the line. C reported the matter to SP and although the initial tests advised the line was clear, it was found there was a device on the line that was not needed and may be the cause of the problem. Therefore, SP arranged to have this device moved but C the problem remained. C complained to SP and eventually the matter was sorted but C was unhappy with the information provided and also the loss of service. C complained to SP in writing a few times, but received no response. The investigation could not conclude exactly what was the underlying cause of C's poor connection speed but it was possible that it was due to the device that was on C's line. It was clear that the problem was eventually sorted and it was also acknowledged that C's telephony service had not been affected and also that C was able to use the dial-up service on C's second line. However, it was clear that C had been inconvenienced through no fault of C's and also that C had received poor customer service from SP too. Therefore, it was proposed for SP to provide C with a goodwill payment and apology.

## **24.0 Mis-selling**

### **24.1**

C said did not request service with SP and claimed C had been slammed. C contacted SP but received no resolution. SP said that C had agreed to transfer service and had agreed to a new 12 month contract. After three months Sp sent C a letter advising that C could cancel the service without penalty but that it would not refund payments made.

The Ombudsman said that without a recording of the call it could not be known exactly what was discussed between C and Sp and surmised that a misunderstanding may have taken place. C liable for usage of service but in recognition of poor customer service received Sp was required to award a nominal goodwill payment.

## **24.2**

C disputed agreeing to the new tariff which led to a one-off charge being levied and SP maintained this had been agreed several years before. SP also explained that if the tariff were to be reverted, C would owe SP a higher charge than the one-off charge that was levied. C complained to SP and escalated the matter through SP's internal complaints procedure, where deadlock was eventually reached. On the balance of the information provided, it was found that the tariff had been in place for several years and that SP had sent C letters (and presumably) bills about this. It was clear that C had not incurred previous charges due to C having met the required minimum call spend in those previous years, but as C had since transferred away from SP, this was not met. In this instance, no further action was required of SP.

## **24.3**

C was signed up for SP's telephone service but C disputed ever having agreed to this and that C had no knowledge of the transfer, until C's previous provider wrote to confirm the transfer away from it. C complained to SP and it investigated and maintained that C was aware of the service transfer and had agreed to it. SP provided a copy of the initial sales recording for investigation. This was examined and it was found that C had provided SP with the necessary details for the provision of a transfer of the telephone service to SP and it was also clear that C was aware of this and that SP had provided C with the correct and necessary information so that if C did not wish to proceed, C could cancel. C did not cancel and therefore the transfer went ahead and C was found to be liable for the charges incurred as a result. In this instance, no further action was required of SP.

## **24.4**

SP took over the customer base of another company and C then complained to SP that C had been mis-sold the contract that was in place, originally. As C had taken over from the original company SP did not have any of the specific documents as to what was agreed or a copy of the call recording. SP simply maintained to C that the contract was valid and the matter reached deadlock. Again, for investigation, no call recording was available but in light of the regulator's stance and due to the time frame passed, it was accepted that SP may not have the call recording at this point. However, SP did provide copies of its sales and verification script, welcome booklet and Terms & Conditions. It was also noted that C did not complain to SP about this until several months after the agreement had been made. In this instance the investigation found that the contract was valid and also that SP had not provided C with any shortfalls in customer service in relation to C's complaint. On that basis, no further action was proposed of SP.

## **24.5**

C contacted SP with an issue of mis-selling of a promotional offer. SP refuted C's allegation but made an offer of free line rental for one month and to clear a late payment charge as a goodwill gesture.

It was concluded that C's claims of being mis-advised regarding the SP promotional offer could not be verified due to the lack of information provided. It is noted however that this issue would be very difficult for C to prove. SP had offered numerous remedies to C which are considered reasonable in the circumstances and reflects C's overall experiences to date.

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

Onetel should maintain its offer of an extra month of line rental credit along with a credit as a goodwill gesture, send a letter of apology.

## **24.6**

C contacted SP with issues of mis-selling, disputed charges, credit file and poor customer service. SP stated that all charges raised were correct and that the contract was sold by a third party retailer.

It was concluded that C has been correctly charged by SP, and that if C considers C has been mis-sold the package then C should contacted the retailer, or alternatively Trading Standards, directly and raise a complaint. However, SP has not responded in full to C's correspondence and has not advised him correctly regarding its ADR scheme. These are service shortfalls.

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

SP should accept cancellation of the contracts taking into account the required 30 days notice and the termination fees, send C written confirmation of the cancellation, offer a credit, against his remaining outstanding balance, send a letter of apology.

It is recommended to SP that it addresses the issue of its advisors being fully aware of its ADR scheme to reduce any similar occurrences of this nature in the future.

## **25.0 Network Coverage**

### **25.1**

C entered into a mobile phone contract with SP. After several months C complained about the network coverage and wanted to terminate early. SP required payment of the early termination fee. C continued with the contract for the minimum contract period and then wrote to ask for a refund of a proportion of the charges on the basis that only a

proportion of inclusive minutes had been used due to poor coverage. SP refused to refund the payments and required a payment to unlock the phone.

It was agreed that coverage in C's area could be patchy and that C's usage had been low during the contract period. However the Ombudsman was unable to agree to C's claim for a refund on the basis that C did not report any problems with coverage for several months and the Ombudsman considered that this was an acceptance of the contract and that C was too late to cancel. The Ombudsman also considered that SP had provided a good level of customer service in that it responded promptly in writing and by telephone to C's complaint. However, as it was agreed that C did experience some problems with coverage the Ombudsman required SP to credit a small administration charge as a gesture of goodwill.

## **29.0 Premium Rate Services**

### **29.1**

C disputed PRS calls. The SP maintained the charges. The Ombudsman agreed with SP. He 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. He required no further action from SP and expected C to pay for the disputed charges.

### **29.2**

C received a high bill due to many Premium Rate Service (PRS) numbers having been made on C's line. C believed the calls may have been the result of a fault on the line. C disputed the charges. SP maintained the charges, but did provide C with information about the disputed numbers. C contacted the premium rate regulator, ICSTIS, for further advice on this matter, but without success. C continued to complain to SP but SP maintained its position. The investigation concluded that SP could not be held responsible for the disputed PRS calls and that it would not have been in a position to alert C to the calls. It was considered that SP had also responded accordingly to C's complaint and also provided C with the necessary and correct information. However, as SP had proposed a goodwill credit to C, this was required to be implemented. C was urged to contact the company responsible for the calls.

## **34.0 Service Transfer**

### **34.1**

C arranged for C's telephone service to be transferred to SP. SP failed to complete the transfer, but did not notify C. C therefore thought C could make free calls under the tariff

SP had offered. However, as the transfer had failed C was charged for these calls by C's previous provider. C asked SP to reimburse C for these calls. Although SP indicated it was willing to do this, it did not.

The Ombudsman decided that as SP had failed to complete the transfer, SP should be required to apply a credit to C equivalent to the cost of calls which should have been free under its tariff, which C had been charged for. SP was required to apply a further credit as a goodwill gesture to recognise its failure to respond to C's complaint.

### **34.2**

C was contacted by SP on several occasions requesting it transferred C's line rental service to it. C refused this but found that the service was subsequently transferred anyway. C complained to SP about this and eventually the service was restored, but C remained unhappy. From the evidence and information provided for investigation, it was considered reasonable to assume that SP had transferred C's line rental service without C's express permission which led to difficulties with C and much inconvenience. Therefore, it was proposed for SP to provide C with a goodwill payment and apology.

### **34.3**

C requested the transfer of their telephone lines through another SP and complained that the current SP had blocked the transfer. However the lines were successfully transferred shortly after the contractual end date and there was no evidence to suggest the SP had acted incorrectly. C also complained about the charges that were applied by the SP after the end of the contract, but as the SP continued to carry calls until the transfer was complete, this also appeared reasonable.

No further action was required to be taken by the SP.

### **34.4**

C received an unsolicited sales call from SP and subsequently found that his landline services had been transferred without authorisation. C migrated back to original SP but continued to receive bills from SP even though full payment of the bills had been made.

The Ombudsman considered that SP may have transferred C's services without C's permission. He accepted that C was liable for charges during the brief period SP provided services and did not consider that a refund was due. However, he noted that SP had failed to respond to C's letters of complaint or record receipt of payment from C which had resulted in the debt being passed to a debt collection agency. The Ombudsman considered that C had received a poor level of customer service and required SP to send a letter of apology, provide a payment as a gesture of goodwill and send written confirmation that C's account had been closed with a zero balance.

### **34.5**

C complained that services from SP were not provided. C also later complained that services were taken over by SP without permission. C complained too that promised call backs were not made. SP investigated and found that calls were made, but often after the day C expected, or that when it did call C was not available. SP also stated that C had refused to call for technical help, which could have resolved the issues sooner.

The Ombudsman decided that there had been occasions when calls were late and that there had been a shortfall in customer service, but C had also failed to assist SP in resolving the problems. SP was required to cancel service charges, for the time that C was unable to make use of the services and issue an apology.

### **34.6**

C agreed to transfer C's telephone services to a new provider, SP. However, C subsequently changed C's mind and contacted SP to cancel. After the transfer was cancelled SP continued to send bills to C and took payments from C's account for services it was not providing.

The Ombudsman required SP to ensure C's account was closed, refund the payments taken and make a payment to C as a goodwill gesture to recognise the inconvenience caused.

## **36.0 Tariffs**

### **36.1**

C disputed the cash back deal agreed with dealer. C complained to SP who advised her to raise complaint with dealer and Trading Standards. C remained dissatisfied with SP's response and complained of poor customer service. C requested that the contract be cancelled without penalty.

The Ombudsman said that C must pursue the complaint about the cash back deal with the dealer as this was not agreed between C and SP. There was no evidence of poor customer service and so the Ombudsman found no justifiable reason why SP should release C from the contract without penalty. SP required to send C copies of bills free of charge and a letter of apology for any misunderstanding.

### **36.2**

C requested cancellation of the SP's account, but following an upgrade offer agreed to a new tariff. C subsequently complained that this should have included double the amount of free texts received, but the SP reviewed its notes stating this was never agreed. C

maintained the offer made by the SP and continued to dispute this point. C then received a resign credit from the SP, and C was unhappy that to discover that this had been done with a new term agreement. C then requested cancellation stating that a short notice period was only required, with the SP maintaining C was tied to a contract. In resolution C requested immediate cancellation of the contract without penalty, also asking for compensation. On review the SP offered to cancel the contract without penalty, but advised that this would only be considered if C returned the resign credit.

It was concluded that there was no evidence to support the comments made by C, with the information received suggesting that the SP had acted appropriately throughout. The SP's offer appeared reasonable and C was advised to now consider this and inform the SP of their decision. No further action was required to be taken by the SP.

### **36.3**

C requested a tariff downgrade and was told 'saved minutes' could be carried forward. C received a bill and noted that the saved minutes had not been applied so contacted SP to dispute this. SP failed to respond to C's complaint and passed the debt to a debt collection agency. C also complained that promotional points had not been applied to the account.

SP confirmed C had not been informed that saved minutes could not be carried forward to the new tariff. It stated it was experiencing difficulties applying promotional points to customers' accounts and could not confirm when the issue would be resolved.

The Ombudsman considered that SP's failure to correctly notify C about the saved minutes was reflective of a shortfall in customer care. He also noted that SP had failed to reply to C's letters or provide promised call backs. The Ombudsman accepted that SP was working to correct the issue regarding the promotional points, but acknowledged the inconvenience this had caused C.

SP was required to provide a payment as a gesture of goodwill, apply the saved minutes to C's accounts under the new tariff and confirm the final balance on the accounts in writing, apply a credit equal to any administration charges C had incurred and to contact C when the promotional points had been applied.

## **37.0 Technical Support**

### **37.1**

C complained that a service from SP did not work. C claims to have had no response to complaints made. SP investigated and found that C needed updated software which it confirms was sent to C, despite them denying having received it.

The Ombudsman considered there had only been a minor shortfall in customer service for which an apology and small goodwill payment was required along with the original offer from SP to cancel the disconnection fee.