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1.0 Auto Diallers

1.1

C disputed premium rate charges incurred due to an Internet dialler. SP responded to C's letter of complaint and maintained the charges. SP provided details of how to try to claim a refund from the service provider. C claimed that SP failed to respond to the letter and sent a further complaint. SP called C and sent a copy of the original response. SP maintained the charges.

The Ombudsman was of the opinion that SP had responded to C's complaint on one occasion but that it failed to respond to all letters received. However, the charges were considered to be valid and payable by C. C was advised to contact SP to determine whether a payment plan was possible and also to seek a refund from the premium rate service provider. SP was required to issue an apology for the failure to respond to all letters and to issue a small goodwill payment in respect of that shortfall.

2.0 Billing

2.1

The Ombudsman concludes C experienced a shortfall in customer service at times on this case. Based on the information made available the Ombudsman considers that C's invoice stated the date that the DD would be collected but SP actually collected it early causing C's bank account to go overdrawn. SP accepted the complaint and credited the account accordingly. The Ombudsman is satisfied that this credit was made in goodwill and on the balance of evidence consider it a reasonable settlement to this complaint.

In summary the Ombudsman requires SP to refund the credit balance by cheque if it has not already done so and ensure the account is fully terminated showing a nil balance; issue a formal letter of apology.

2.2

C complained that SP failed to correctly bill them for several months and that when the error was discovered SP wanted to backdate the arrears. C complained and wanted all the arrears to be cancelled.

The Ombudsman considered that whilst SP had been at fault for the billing errors, but C was equally to blame for not noticing the bills provided for many months were incorrect. The Ombudsman required the arrears to be halved and a payment plan to be set up to ease the clearance.

2.3

C cancelled the broadband service with SP, but SP failed to cancel the billing on the account. SP also took payments from C's account until C cancelled the Direct Debit. C complained to SP by telephone and in writing, but SP failed to resolve or respond to C's complaint. SP acknowledged that this was the case and that C was also owed a refund.

The Ombudsman concluded that C had received a very poor customer service from SP and required SP to send C a goodwill payment, the refund owed, a letter of apology and confirmation that C's credit file had been amended to show that no debt was owed.

2.4

C cancelled a mobile phone service C was receiving from SP but then continued to receive billing and payments being taken by Direct Debit to meet the billing. C complained about this and wanted a refund from SP which was verbally promised but not forthcoming.

The Ombudsman noted that following her involvement SP had provided the refund C was due and it now wished to make a small goodwill gesture to C for the shortfall in customer service. The Ombudsman was of the opinion that the goodwill gesture SP was offering was entirely appropriate and that the actions SP had and was prepared to take would provide C with the resolution C wanted and therefore directed that SP should maintain the goodwill gesture it had offered.

2.5

C complained that after a service fault a termination was requested, but SP did not complete the request fully. C complained, but SP did not respond initially and maintained the service. C did not consider they should remain responsible for payments on the account.

The Ombudsman considered C had been premature in requesting full termination, but equally there had been poor customer service for C. SP was required to make an apology for its poor customer service and refund service charges until disconnection.

2.6

C transferred her telephone service to SP on the understanding that this would include free broadband. C did not receive the broadband service and complained to SP. SP advised that it did not have an order for broadband but agreed to set it up for C. SP did not do so despite many phone calls and letters from C. C complained to Otelo.

SP advised that the third party sales representative would have been unable to check if free broadband was available and would not have been able to place an order at the time. SP agreed that C was entitled to the free broadband service but that it had failed to set up the account.

The Ombudsman considered that C had been induced to enter into the contract on the understanding that it would include free broadband and that SP had failed to set up this account despite many requests from C. The Ombudsman therefore required SP to give high priority to the setting up of the broadband account if C still wished to proceed or to allow C to cancel the contract without penalty. In addition the Ombudsman required SP to provide a goodwill credit to C to compensate for the poor customer service.

2.7

C complained that services from SP were to be cancelled with a house move, but SP failed to observe the request. It maintained billing and referred C to a debt collector. C proved that SP had been advised of the cancellation request and SP later admitted that it should have responded to the same letter.

The Ombudsman considered there was a proven cancellation request that SP had not acted upon, which was in its possession. It was considered to have provided poor customer service, for which an apology and cancellation of late charges was to be awarded.

3.0 Broadband

3.1

The Ombudsman concludes C experienced a slow connection speed due to the limitations of the computer. When calling Technical Support, C was advised to download a Firewall to protect the PC from viruses which C claims gave viruses to the PC. The Ombudsman does not concur with this view as Firewall protection would prevent such virus invasion. C does not feel C should be liable for the outstanding balance or the Broadband Termination fees however no technical reason was established that would justify the release from the contract without penalty.

The Ombudsman accepts SP received C's new bank details direct from the bank and therefore duly collected payment. The Ombudsman does not consider that this payment was unlawfully collected.

The Ombudsman considers this case became protracted and C experienced a shortfall in customer service at times on this case.

In summary the Ombudsman requires SP to contact refund 50% of the early termination fee, offer a payment plan and a letter advising of the above.

3.2

C complained to the SP after experiencing technical problems with the installation of a broadband service with VOIP. It was clear that it took the SP a considerable period of time to resolve these issues, during which C complained of the cost to their company. However, the SP highlighted that C's own equipment was partly to blame, as well as outlining that its Terms and Conditions meant it could not accept any responsibility in these circumstances.

It was concluded that there was no evidence to suggest that the SP had acted incorrectly and no SP can guarantee to provide a fault free service. However, it was welcomed that the SP had still offered to make a goodwill payment in an attempt to resolve this matter. Therefore, the SP was required to send a further letter of apology, and maintain the previous goodwill offer.

3.3

C wrote to cancel the broadband service at the end of the contract period and subsequently C's broadband connection went dead and C assumed that SP had ceased the service. SP continued to bill C and C wrote to complain but received no reply. C complained to Otelo. SP advised that C had requested a migration code and SP had therefore ceased C's cancellation of the broadband service. However, there had been a technical problem and C had not been able to access the internet from June to September when technical support had resolved the problem. SP had not sent any written replies but stated it had telephoned C on receipt of the letters to advise that the service would not cease until the migration code was used. SP offered credit for the period C had been unable to access the internet.

The Ombudsman considered that the customer service had been poor and did not accept that C expected to continue with SP until the service transferred to another provider. The Ombudsman required SP to credit the outstanding balance on the account and to write to C to confirm that the account was closed and the balance cleared. SP was also required to send a written apology and confirmation that C's credit history had not been adversely affected.

3.4

C asked SP to provide a MAC code on numerous occasions. Despite SP's attempts this was not possible. SP credited C's account as a goodwill gesture. SP suggested that C cancelled the account with SP in order to transfer to another provider as MAC code could not be obtained due to system problems. Since there were so many errors in obtaining the MAC code the Ombudsman asked SP to provide C with an apology, further goodwill payment and cancel the broadband service in agreement with C.

3.5

C asked SP to move C to a telephone and broadband package which offered a faster internet connection at a cheaper cost. SP agreed. Due to a computer error, SP failed to complete the upgrade. C therefore asked SP to provide a MAC, to enable C to transfer

to another broadband provider. SP agreed. Due to the same error, SP could not provide the MAC.

The Ombudsman required SP to apply a credit to C's account equivalent to the difference between the package C was on, and the package C should have been transferred to, from the date the request was made to upgrade the account. SP confirmed it was now able to provide a MAC, so it was also required to do this. Finally, SP was required to make a payment to C as a goodwill gesture to recognise the inconvenience C had experienced.

3.6

C agreed to SP's broadband service and was under the impression it would be a certain speed, however, C experienced much slower speeds and was unhappy. Therefore C complained to SP but to no avail. Several months later, C experienced connection problems with the service. Therefore, C again contacted SP in order to trouble shoot, but again the problem was not resolved. The investigation found that although the speed issue was a commercial decision that was outside of the Ombudsman's remit for investigation, it was considered that C may have been given incorrect information regarding this. It was also clear that SP did not respond to C's complaint. In relation to the fault, the investigation found that SP had not taken pro-active action towards rectifying this either. Therefore, it was proposed for SP to contact C in order to trouble shoot the fault, and also to provide C with an apology and goodwill payment for the shortfall in customer service received.

3.7

C received a visit from a sales representative on behalf of SP. C was promised free broadband included with telephone package and C therefore agreed to the contract. C received line rental and calls but not the free broadband. C rang to complain and SP had no record of the broadband contract and required a connection fee and a monthly charge. C complained and cancelled contract. SP did not return C's calls and did not answer letters but demanded payment of the outstanding balance. C complained to Otelio. SP accepted that the contract had been misrepresented and had offered a credit to C.

The Ombudsman considered that the provision of free broadband had been an essential term of the contract and that C would not have transferred service without this inducement. The Ombudsman also found that the customer service had been poor and that SP had failed to respond to C's complaint.

The Ombudsman therefore required SP to credit the remaining balance on the account as goodwill and to write to C to confirm that the account was closed and the balance clear together with a written apology.

3.8

C complained that an installation disc did not successfully install a broadband service meaning that the service could not be used. It was also stated that no contact could be made with SP's Technical Support department. It was not accepted that Technical Support could not be contacted but it was accepted that there may be delays. C refused to pay for invoices from SP. Payment was demanded as there had been no charge made for the broadband service. It was provided free with a telephone service that had been used and about which there was no complaint.

No further steps were required of SP in this case.

3.9

C was in the process of moving home and advised SP about this. SP advised that a new contract had to be created for the broadband but did not advise about the telephone service. C later received a letter from SP advising that a charge would be made for installing the telephone line at the new house. SP did not provide the Ombudsman's Office with a case-file. The case was decided on the balance of evidence available and it was concluded that C had received poor service from SP. SP was required to provide C an apology for poor service, goodwill gesture and allow C to terminate the telephone contract without penalty. The broadband contract was considered not to have been affected.

3.10

C ran a business which experienced an intermittent fault with broadband which was followed by a two week period without any service. C claimed that great losses had been suffered by the business as a result of this loss of service. C requested the maximum level of compensation from the Ombudsman. It was noted that where loss is experienced due to a problem with the broadband service there is no provision for compensation. The quality of a broadband service cannot be guaranteed. It was held that as the Terms and Conditions of the contract excluded such compensation these Terms and Conditions would be binding here and the Ombudsman could not be used as a vehicle to avoid Terms and Conditions that did not favour C in these circumstances.

It was found that the level of customer service experienced had been disappointing and that a goodwill gesture that had been offered previously had been appropriate.

SP was required to repeat the previous offer of a goodwill gesture, provide a letter of explanation as to how the distance between the modem and its exchange can negatively affect a broadband service and to provide a copy of the Terms and Conditions of the contract, highlighting sections relevant to this contract.

3.11

C experienced numerous problems with SP's broadband service such as, billing, disputed charges, requests not being actioned and also poor customer service. C found that SP had made errors on C's account and despite numerous contacts from C over

many months, SP still did not rectify things. For investigation, SP acknowledged its shortcomings in this instance and advised that it was prepared to offer C a refund and also an extra goodwill payment, as well as a cancellation of the service without penalty. The investigation found this to be fair and reasonable and also proposed that SP provided C with an apology and ensures that any marker held over C's line, was removed when the account was cancelled.

3.12

C agreed a broadband service with the SP but was unhappy to discover that they couldn't connect. The SP highlighted that its Support Team had tried to call C without success but offered to call again or cancel the service without penalty if so required.

The proposals by the SP appeared appropriate and it was required to maintain these while sending a letter of apology. It was concluded that C had failed to receive the level of customer service they could have expected, with the SP failing to respond to call backs or send a letter to confirm it could contact C by telephone. Therefore, the SP was also required to ensure any previous broadband charges were cancelled and provide written confirmation of any action taken.

3.13

C agreed to a telephone and broadband service from the SP. However, while the telephone line was supplied, the SP fail to provide the requested broadband, with subsequent delays occurring due to the SP failing to take necessary actions or respond to the customer concerns. These points were acknowledged by the SP, with a number of requests made by C in resolution of the complaint. The SP advised it was willing to action C's requests.

It was concluded that the SP had failed to provide an adequate level of customer or take the necessary corrective action to ensure a broadband service was provided. In resolution the SP was required to send a letter of apology and explanation for the problems experienced, as well as providing a written assurance that all personal information has been removed, and the requested copy of the Customer Service Charter. The SP was also required to cancel the connection fee, and make a credit to the account as a goodwill gesture in consideration of the customer service issues raised. The SP was also recommended to review this matter to see where improvements could be made.

3.14

C lost the broadband service after the connection was moved to another office. C was charged a reconnection fee by the internet service provider, so C complained to SP. SP ignored C's letters and failed to respond, as SP was not responsible for the line. SP later explained that C needed to complain to the internet service provider, as it provided the broadband service and the line through a third party.

The Ombudsman concluded that SP was not responsible for C's loss of service and suggested that C contact the internet service provider for a refund and an explanation for the delay. However, as SP failed to respond to C to say that this was the case, SP was required to provide C with a small goodwill gesture.

3.15

C contacted SP to cancel the broadband service and request a MAC code. However, C stated that SP failed to respond to any correspondence and C spent hours on the telephone trying to resolve a billing problem.

The Ombudsman concluded that there was some evidence of poor customer service in this case and required SP to provide a goodwill payment, a letter of apology and that the account had been cleared to zero and closed. SP was also required to amend C's credit file to show no debt was owed.

3.16

C subscribed to SP's telephone and broadband package. C was unable to connect to the internet but received bills and payments were taken by Direct Debit. C complained by telephone and by letter. C did not receive any telephone bills from SP for the telephone services and wrote to ask why but did not receive any reply. C cancelled the broadband but was charged a cessation fee which C objected to as C had been unable to connect. SP then agreed to credit the outstanding balance but refused to refund the payments C had made. C complained to Otelo.

The Ombudsman considered that the customer service provided by SP had been poor and required SP to refund the overpayments to C and to send a written apology and confirmation that the account was closed and the balance cleared.

3.17

C complained to the SP after it failed to provide a broadband service as part of a package agreement. It was discovered that the service could not be provided due a TOPN being on the line, and while the SP advised this could be removed, this failed to happen due to procedural problems within the company. C asked for the package to be cancelled without penalty and for the SP to now refund the cost of an alternative dial-up service.

It was concluded that the SP had consistently provided incorrect advice to C regarding how the problems being experienced, with C clearly receiving poor customer service. It was concluded that the SP may still be able to provide the required broadband service and that C may experience similar problems with another provider. Therefore, the SP was required to send a letter of apology, contact C to discuss how a broadband service could be provided, but if C still wanted to transfer all services, then this to be honoured by the SP without penalty. The SP was also required to make a goodwill credit to the

account, and it was recommended that the SP should review the procedural issues raised.

3.18

C requested a broadband service from the SP, but despite a number of assurances being received, the SP repeatedly failed to provide a service. C complained that the SP was applying charges to the account throughout, although this point was denied by the SP, with the company confirming that all charges were in respect of C's telephone services. C then decided to stop the Direct Debit on the account and this led to the account being disconnected and passed to a collections agency. On review the SP recognised there had been a shortfall in customer service and that C's connections problems were due to a system error. After making this complaint C advised that they had gone back to their previous SP and that the service was no longer wanted. However C asked for a refund of all payments made and a goodwill award to be considered.

It was concluded that C had received poor customer service and that no one at the SP had taken control of C's problems. However, there was no evidence to suggest the billing of C's account was incorrect and that any adverse credit information should remain. In resolution the Sp was required to send a letter of apology and make a goodwill credit, while providing a full written breakdown of the account balance.

3.19

To conclude SP was unable to provision the broadband service as C originally ordered due to an incompatible service remaining on the line from the previous supplier.

C has experienced a shortfall in customer service in the handling of this complaint. As a result C incurred costs and experienced inconvenience.

In summary, the Ombudsman requires SP to make a goodwill gesture in recognition of the customer service issues raised; and ensure the services are terminated without penalty.

3.20

C ordered free broadband forever however SP failed to provide this service as it claims it never received C's order. SP advised C to contact its sales team to arrange the provision of the service however there is no evidence that C acted on SP's advice. SP failed to respond to C's letters and resolve this complaint. The Ombudsman considers SP failed to provide an adequate level of customer service but accepts that SP is not able to provision the free broadband at this time due to technical reasons. In summary the Ombudsman requires SP to make a goodwill gesture in recognition of the customer services issues raised; and issue a formal letter of apology.

3.21

C complained of problems with broadband and broadband voice service with SP. C experienced email problems and delays in the service. C advised that C received numerous bills for accounts set up in error. C also received bills with rental charges that made no sense and no one at SP could help C. C sent letters to SP by recorded delivery but received no response. SP said it had offered C one month's rental and assumed that the complaint had been resolved.

The Ombudsman said that C had received poor customer service from SP. SP to provide C with a clear and concise breakdown of bills, award a goodwill payment for the problems encountered and send a letter of apology.

3.22

C subscribed to SP's broadband service. To complete the transfer from C's previous provider, SP required a Migration Authorisation Code (MAC) from C. SP failed to initially ask C for a MAC. Once C had been asked for the MAC, C provided it on several occasions. However, each time, SP failed to use the MAC before it expired. C was therefore not able to use SP's broadband service.

The Ombudsman required SP to make a payment to C as a goodwill gesture to recognise the inconvenience caused as a result of the delays in providing broadband, and some of the costs C had incurred in pursuing C's complaint. SP was also required to treat C's order as a priority.

3.23

C's broadband service developed a fault. There was a delay in SP repairing the fault. C demanded compensation. SP made an offer. C declined it.

The Ombudsman considered the offer SP had made was not reasonable. SP was required to make a larger payment to C as a goodwill gesture, to recognise the inconvenience C had been caused.

3.24

C applied for SP's landline telephone and broadband services. SP activated its telephone services, but was unable to activate the broadband service. On several occasions C asked SP why it could not provide its broadband service. SP referred C to C's previous line provider. C contacted the previous line provider, but as C was no longer a customer, it could not explain the problem.

The Ombudsman was of the opinion that after SP had taken over C's line, SP was responsible for investigating why C could not receive broadband. SP's referral of C back to the previous provider was considered poor customer service, and SP was required to make a payment to C as a goodwill gesture to recognise the inconvenience caused. SP

explained in its case file that C's previous broadband provider had left its marker on C's line, and therefore C was recommended to contact the provider to obtain a Migration Authorisation Code, to allow SP to activate broadband.

3.25

C experienced several interruptions to their broadband service and complained to SP. SP explained that work was being carried out in C's area which affected the network. C experienced a poor level of customer service whilst trying to resolve their complaint.

The Ombudsman considered that a shortfall in customer service had occurred and required SP to make a nominal goodwill payment. SP was also required to write a letter of apology.

3.26

C claimed that SP misadvised about the broadband service. SP confirmed that the broadband service was never supplied but did not state whether C had been misadvised by the Sales Agent. The Ombudsman considered that on the balance of probabilities there were indications that C had been misadvised by the sales agent about the broadband service. The Ombudsman accepted SP's proposal to clear the outstanding charges relating to the telephone account as a goodwill gesture to compensate C for the inconvenience suffered.

3.27

C ordered a package with SP that was to include free broadband. This was not provisioned as initially the broadband ordered and then when it was ordered SP said it could not provision it due to there being an incompatible product on C's line. There was no evidence that SP had taken any steps to have this removed and this was considered disappointing.

SP was required to provide a letter of apology to C, provide a goodwill gesture to reflect the various elements of disappointing customer service and liaise with the principle line renting SP in relation to the identification and removal of any incompatible product that may be found on C's line.

3.28

C complained that SP had arranged the wrong banking details which caused payment to be rejected when collection was attempted. This was denied by SP but there was confusion as in a letter it seemed to accept responsibility. In any event it was clear that the Direct Debit details had been amended and that payment had not been made. Later SP provided a full refund of all charges and provided a Migration Authority Code that had not been used thus keeping the account open. C also complained about matters that were outside the Ombudsman's remit.

SP was required to provide a new Migration Authority Code and C was urged to use it.

3.29

C ordered a package from SP that was to include the provision of free broadband. After a period of over seven months the broadband had still not been provided by SP. It was accepted by SP that this was an unacceptable situation and that it had provided poor customer service.

SP was required to provide a letter of apology, provide a refund equivalent to 50% of all subscription fees paid by C from the date the broadband service should have been provided until the broadband service was confirmed as working, provide a goodwill gesture to reflect the prolonged period that poor customer service has been experienced by C.

SP was also required to provide the direct contact details for a representative that should take ownership of C's problems and ensure that the broadband service was successfully provided. This was to be provided as a priority.

3.30

C contacted SP for broadband, but after a fault with the initial telephone number, a new one was provided. However, this caused problems with provisioning the new broadband package due to technical problems and the service was not provided as promised. C complained to SP in writing and over the telephone, but SP failed to resolve the problem and C requested to cancel the contract.

The Ombudsman concluded that there had been some poor customer service and required SP to refund any overpayments, send C a goodwill payment, cancel the termination fee and send C a letter of apology.

3.31

C experienced problems establishing a Broadband connection. SP provided technical support, but concluded that the problem was with C's PC. It offered C a goodwill payment in respect of its failure to respond to C's letter and charges C had incurred contacting its Technical Support department.

The Ombudsman considered that SP could not be held responsible for faults on C's PC. SP was required to maintain its offer of a goodwill payment in respect of the customer service issue identified and call charges C had incurred.

3.32

C signed up for the telephone and broadband service. Despite attempts by SP it failed to provide the broadband service until approximately four months later. SP accepted C had

been misadvised and apologised. SP agreed to remove the cessation fee should C wished to cancel. The Ombudsman was of the opinion that C received a shortfall in customer service levels and required SP to provide C an apology for poor service, allow C to cancel without penalty and provide a goodwill payment.

3.33

C contacted SP to install an internet service. C maintained that problems were experienced with regards to the work carried out, delays, and in contacting the company. SP accepted the poor service and offered a goodwill gesture credit.

It was concluded that C has not been shown a level of service normally expected with regards to works carried out, delays, and the poor response received by SP to contacts made. These were clear service shortfalls.

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

SP should offer C a further goodwill gesture credit in addition to the credit previously offered, send C a clear breakdown of the credit applied to the account for the Recommend a Friend promotion and Family Pack and ensure that it has been refunded and send a letter of apology for the service shortfalls.

4.0 Call Limit

4.1

C says a request was made to the SP for call barring on the line. However, there was no evidence to confirm if such a request was ever made, with the SP subsequently offering to reduce the outstanding balance as a goodwill gesture. It was clear that the calls had been made by a relative of C, and that the charges on the account were correct.

In such circumstances it was concluded that the offer made by the SP was generous, without any evidence to confirm if it had failed to place call barring in error. However, it was clear that some letters had failed to receive a reply, and that the SP had provided an inadequate level of customer service. In resolution the SP was required to maintain the goodwill credit previously offered, remove any adverse credit information and send a letter of apology for the customer service received. The SP was also required to provide a full breakdown of the account, and it was recommended that a repayment plan should be considered.

5.0 Cancellation

5.1

C complained to the SP about it failing to cancel their service as requested, and the incorrect payments that had been taken from the bank account. The SP acknowledged the error on many occasions but failed to take the necessary action to rectify the problem.

It was concluded that C had failed to receive an adequate level of customer service, and it was proposed that the SP should send a letter of apology, refund the incorrect payments, make a further goodwill payment, and ensure any adverse credit information was removed.

5.2

C asked SP to cancel accounts. Despite SP attempting to cancel this was not successful and meant C received bills from SP. Although C made a number of calls, sent emails and letters to SP the matter was not resolved. SP recognised the shortfall in customer care and offered its sincere apologies for the delay in disconnection and any inconvenience the matter may have caused.

The Ombudsman required SP to provide C an apology for poor service, goodwill payment, compensatory amount for telephone costs, assurance the accounts were closed with nil balance and assurance that no adverse information was recorded against C's name.

5.3

C complained that SP did not warn C that there was a minimum contract term when C had agreed to a contract with SP. SP stated that C was aware. C had subsequently cancelled the contract within the minimum contract term and incurred a penalty fee.

The Ombudsman concluded SP had sent information about the minimum contract term when C had agreed the contract. However, it was also felt SP should have warned C about the fee when C called to cancel the service. Therefore, SP was required to clear half the penalty charge.

5.4

C asked SP to cancel the account. Despite SP attempting to cancel this was not successful and meant C received bills from SP. Although C made a number of calls, sent emails and letters to SP the matter was not resolved. SP recognised the shortfall in customer care and offered its sincere apologies for the delay in disconnection and any inconvenience the matter may have caused. The Ombudsman required SP to provide C an apology for poor service and a goodwill payment

5.5

C asked SP to cancel the telephone service. SP later billed C despite receiving the cancellation request. SP stated that C hung up when told that another department had to cancel the account. C later cleared the charges as a goodwill gesture. The Ombudsman was of the opinion that C should have given SP the opportunity to cancel the account. The Ombudsman was of the opinion that SP's actions were fair and reasonable and required to further provide C an apology for inconvenience caused, ensure debt was recalled from the Debt Collection Agency and the account was closed.

5.6

C cancelled contract with SP within the cooling off period both in person and by recorded delivery letter. SP failed to cancel the account and commenced sending bills to C. C tried to resolve complaint making numerous calls to SP without success. SP placed the account in the hands of a debt recovery agency. C sought advice from an Advocacy Service who also tried to resolve complaint without success. On the advice of Otelu the Advocacy Service wrote to SP but received no reply. The complaint was referred to the Ombudsman. SP admitted that it had failed to process C's cancellation and had failed to act.

The Ombudsman required SP to clear the balance on the account, to ensure it was cancelled and to send written confirmation that the account was clear and that C's credit history had not been adversely affected. SP was also required to send a goodwill payment to compensate C for time and expenses and for the distress together with an apology. The Ombudsman strongly recommended that SP reviewed its procedures to ensure that this does not happen again.

5.7

C transferred all landline services to a new SP, but continued to receive bills from the previous SP, which also took payments by DD. C complained but the bills and DD payments continued.

SP acknowledged that it had failed to cancel C's account and although C's services had been transferred, C had continued to incur monthly charges.

The Ombudsman considered that C had experienced a poor level of customer care. SP was required to send a letter of apology, provide a refund of the DD payments taken in error, send a payment as a gesture of goodwill and to contact C to discuss C's queries about the balance of the account.

5.8

C cancelled account and transferred landline services to another provider. C continued to receive bills from previous SP, but also received invoices from the new SP. C

contacted previous SP to dispute call charges, but SP considered C was liable for the costs. C continued to dispute this, as both SP's continued to send bills.

SP confirmed that C's cancellation order was not processed correctly, so it continued to carry C's calls although line rental and broadband were transferred to new SP. The Ombudsman considered that C had experienced a significant shortfall in customer service and that SP had failed to respond to C's complaint. The Ombudsman was satisfied that C had not incurred duplicate call charges. SP was required to send a letter of apology and provide a goodwill payment.

5.9

C requested cancellation of the broadband account, but the SP was unable to do so due to a technical problem. This situation continued over a long period of time with the SP advising it was unable to establish why this was happening. C complained about the call costs incurred while trying to resolve this matter, in addition to several letters of complaint failing to receive any reply.

It was concluded that the SP had failed to take control of this matter and that C had not received an adequate level of customer service. In resolution the SP was required to send a letter of apology, ensure the account was closed without penalty, provide a new MAC, send a goodwill cheque, remove any adverse credit information recorded, and provide written confirmation of all action taken.

5.10

C cancelled his broadband account with SP. SP failed to disconnect and deducted three Direct Debit payments. C complained and was promised a refund which never arrived. C continued to receive bills and cancelled the Direct Debit. C wrote to SP on a number of occasions but did not receive a reply. C complained to Otelco.

SP accepted that there had been a number of shortfalls in its customer service and agreed to refund the overpayments to C. The Ombudsman also required SP to compensate C for the poor customer service and to send a written apology with confirmation that the account was closed and the balance clear.

5.11

SP disconnected C's telephone line. SP informed C that C had requested this. C complained that C had not. C was then given incorrect information as to how to have the line reactivated. As a result, C was without telephone and internet services for several weeks.

The Ombudsman decided that C had not requested the cancellation of C's account, and that SP had cancelled it in error. It was also concluded that SP had provided poor advice to C as to how to reactivate the services. SP was required to make a payment to C as a goodwill gesture to recognise the inconvenience C had been caused.

5.12

C subscribed to SP's broadband service. C submitted a cancellation request before the service was activated. SP ignored the cancellation request, and although it was unable to provide the service to C, it started to bill him. C reluctantly paid to have the account cancelled, but wanted this refunded, as well as confirmation that his account was closed.

The Ombudsman decided, after examining SP's Terms and Conditions, that C was entitled to a no cost cancellation because the service was cancelled before it was activated. Therefore, SP was required to confirm the account was closed with no amount outstanding, refund the payment C had made and make an additional payment as a goodwill gesture to recognise the inconvenience C had been caused.

5.13

C cancelled the broadband service SP was supplying. SP continued to send bills to C. C complained. SP still failed to cancel the account. In its case file, SP accepted that it had failed to provide a resolution to C's problem.

The Ombudsman required SP to cancel the broadband account, clear the outstanding balance and make a payment to C as a goodwill gesture to recognise the inconvenience caused.

5.14

C asked SP to cancel C's account. SP initially failed to cancel the services. Subsequently, SP cancelled C's services but continued to bill C. SP eventually realised its error and removed the incorrect charges.

The Ombudsman required SP to reduce the final amount outstanding to recognise the problems C had experienced, and to ensure C's credit file was not affected by the dispute.

5.15

C arranged for SP to supply C's telephone services. C then changed C's mind and tried to cancel the order, within the cooling off period. SP failed to cancel the transfer, and C had to arrange to transfer back to C's previous provider.

The Ombudsman required SP to make a credit to C's account as a goodwill gesture to recognise the increased charges C had incurred after the transfer and a further goodwill gesture to recognise the inconvenience caused.

5.16

C cancelled the telephone service with SP and paid the final bill. However, SP failed to close the account and kept sending C bills. The matter was also passed to a debt collection agency. C telephoned SP on several occasions and wrote a letter of complaint, but no response was received.

It was recommended that SP provide C with a goodwill payment and confirm that the account had been closed with a zero balance. SP was also required to confirm that C's credit file had been amended to show that the debt had been raised in error.

5.17

C complained that a service was cancelled with SP the same day it was agreed, but SP maintained the account, sending correspondence and bills. SP investigated, but although it acknowledged the account should have been closed, it could find no reason for its failure to terminate. This was attributed to a systems error. C complained to SP, but SP failed to adequately address C's concerns and took a payment needlessly.

The Ombudsman considered that although there may have been a system fault, there had still been poor customer service for C and SP had failed to address the fault sufficiently well. SP was required to make an apology and a goodwill payment, ensuring the account was fully closed.

8.0 Customer Service

8.1

C made an enquiry to SP via email but was advised by SP to contact it on the number provided. C maintained that C was unable to get through on this number and therefore emailed again, requesting a call back. However, SP maintained it could not action a call back in this instance. Due to this, C wrote to SP making a formal complaint and again highlighted C's initial query. SP responded to C's complaints, but did not answer C's specific question. The investigation found that it was a commercial decision for SP not to call C back following C's enquiry. It was also noted that SP had provided C with confirmation of C's initial query, by email, although this was after C had sent C's first letter of complaint. It was found that SP's responses only caused C further confusion and it was apparent that SP did not take the appropriate actions. Therefore, it was proposed for SP to provide C with an apology and a small goodwill payment for the shortfall in customer service received.

8.2

C took a renewed contract with SP but then decided to cancel it within the 'cooling off' period. SP argued that this Distance Selling Regulations did not apply in this case as

there was no testing of the handset required as C had simply replaced the old handset with a new handset of the same model. It was held that this was not the correct approach to take when applying the Distance Selling Regulations as they were intended to allow customers to reflect on the decision to take the contract, not to test the product.

SP was required to cancel the account and remove any line rental charges that had not yet been paid. This was to act as a goodwill gesture for the poor customer service experienced. SP was also required to confirm matters in writing and to confirm that no damage had been caused to C's credit reference history.

8.3

C arranged a service with SP but called to cancel it before it went live. As no alternative SP had taken the line the contract was allowed to go live and later requests to cancel were not actioned. This was viewed as poor customer service and SP, in its casefile accepted that it had provided poor customer service.

SP was required to provide a goodwill gesture.

8.4

C ordered an additional service at the point of sale, but SP failed to provide it. C sent emails and letters, but SP either failed to reply or sent an inadequate response.

The Ombudsman required SP to provide the service, apply a goodwill credit to C's account, refund all payments until the service was activated and send a letter of apology.

8.5

The Ombudsman concludes that C experienced a shortfall in customer service at times on this case. The Ombudsman noted that C did not receive a redemption cheque for over six months. Whilst the Ombudsman accepts SP reissued the cheque that was not received, there were apparent delays in resolving this complaint. The Ombudsman notes SP issued a care voucher by way of an apology for handling of the redemption issue.

C stopped paying the account and the services were restricted. Subsequently the account was passed for recovery action. The Ombudsman notes that SP reduced the outstanding balance with the rental charges for the period C's services were restricted up to the point when it resolved the redemption cheque issue. The Ombudsman accepts this was done in goodwill.

The Ombudsman notes that the account was disconnected due to non payment. C wanted to terminate the contract however the Ombudsman considers C remained bound minimum term agreement. The Ombudsman accepts that the billing for calls and line rental is separate to any offer a retailer makes however there seems to have been a cross over in this case as charges were removed from the outstanding balance as

described above. However the Ombudsman is satisfied that the account is now closed with an outstanding balance that C remains liable for and considered SP's offer to credit the account with an additional goodwill credit is a reasonable settlement to this complaint.

In summary the Ombudsman directs SP to make a goodwill credit to the account; offer C a payment plan; and mark C's credit history as settled on receipt of the outstanding balance.

8.6

C subscribed to SP's telephone service. SP informed C that an engineer would have to visit C's home to activate the line. C informed SP that there was already a line in the property, and SP could simply arrange for this to be activated. SP maintained that an engineer would have to visit. SP later concluded it was not necessary to send an engineer. It activated the line remotely. It did not inform C, who took a day off work. C eventually discovered the line was active, but on the wrong number. C had to contact SP to arrange for the correct number to be activated.

The Ombudsman was of the opinion that SP had caused inconvenience to C, and as a result required the company to make a credit to C's account as a gesture of goodwill.

8.7

C subscribed to SP's telephone and broadband services. SP told C the telephone service was active. Under the service, calls to certain countries would be free. C made calls to a country. SP had not activated its service. C was charged for the calls by C's previous provider. C wanted SP to compensate C for these calls. C also experienced faults on the telephone service, and wanted SP to compensate C for this.

The Ombudsman was of the opinion that SP had misled C over the activation date of the telephone service, and therefore it should make a payment to C equivalent to the cost of the international calls C had made after being told that the telephone service was active. The Ombudsman also required SP to make an additional payment to recognise the problems C had experienced contacting SP to report the faults on the line.

8.8

C requested to cancel SP's service but there was a long delay before the request was carried out. SP agreed to refund C the overpayments they had made but C did not receive the refund. C experienced a poor level of customer service.

The Ombudsman was dissatisfied with the level of service SP had provided to C. SP was required to re-issue the refund cheque and make an additional goodwill payment for the shortfall in customer service that had occurred. SP was also required to write a letter of apology.

8.9

The Ombudsman concludes SP failed to input the correct Direct Debit details for C's account thus causing the collections to be returned unpaid. SP then restricted C's services without prior warning which is in breach of the terms and conditions of the agreement. SP failed to use the Mac's provided by C to transfer the broadband to its provision. The Ombudsman considers SP failed to provide an adequate level of administration of the account or a satisfactory standard of customer service.

In summary the Ombudsman requires SP to make a goodwill gesture by cheque in recognition of the customer service issues raised, inconvenience experienced and costs incurred; issue a formal letter of apology including a written assurance C's credit history has not been adversely affected by its actions and the names of the credit reference agencies used.

8.10

C requested SP provide a combined package of land line, calls and broadband but SP failed to transfer the landline to its provision. C was advised to contact the original land line provider in order to correct the line to allow the transfer. The Ombudsman concludes there was evidence that this case was poorly administered and SP failed to provide an adequate level of customer service on this case.

In summary the Ombudsman requires SP to cancel all the services without penalty and issue a MAC to allow C to transfer the broadband to another SP to provide a refund of the Connection Fee;
make a goodwill gesture in recognition of the customer service issues raised and costs incurred; and issue a formal letter of apology.

8.11

C complained that SP continued to bill for a service and write to the deceased account holder. C had asked for SP to correspond only with a solicitor but SP failed to act on the request. SP finally stopped billing but C claimed that SP did not respond to written complaints. C also claimed that costs had been incurred due to lengthy phone calls to SP. C asked for compensation for the distress caused. SP cleared the account balances as a gesture of goodwill and amended the address but only after further letters had been sent.

The Ombudsman was of the opinion that SP had failed to act on a reasonable request made by C and there was clear evidence of a shortfall in customer service. SP was required to issue a written apology, confirmation that the accounts had been closed with nil balances, and to issue a goodwill payment to cover the cost of calls and letters.

11.0 Disconnection

11.1

SP failed to disconnect C's account as requested and this caused incorrect billing on the account.

C should have received a bill for the outstanding calls and rental from the disconnection request to actual disconnection date, however this was not done. The Ombudsman considers SP failed to administer this case correctly and failed to provide an adequate level of customer service.

In summary the Ombudsman requires SP to make a refund of in respect of C's overpayment; recall the account from the debt collection agency; ensure the account is fully terminated with a nil balance; make a goodwill gesture in recognition of the customer service issues raised, the inconvenience and the costs C incurred; and issue a formal letter of apology including an assurance that C's credit history has not been adversely affected by its actions

11.2

C experienced problems with a broadband service and complained to SP about this. SP advised C that the fault probably lay within the telephone socket at C's premises. C called out an Engineer to look at the socket and following the Engineer's visit C was able to receive a satisfactory service. However, C then experienced further connection problems and then a complete loss of service. C complained to SP about this and it was established that there had been an un-requested disconnection of service. C wanted compensation for the connection problems and the loss of service.

The Ombudsman was of the opinion that based on the events following the Engineer's visit, it was likely that the fault lay with the telephone socket and SP was not responsible for the maintenance of this equipment. However, there had been an un-requested disconnection of service which had occurred without C's knowledge and had caused considerable inconvenience. The Ombudsman concluded that SP should send C a letter of apology and make a proportionate goodwill gesture for the un-requested disconnection.

12.0 Disputed Charges

12.1

C agreed to a contract phone for use by a teenage child. C's child incurred high charges and C complained that the agreed credit limit had been exceeded. SP explained that the limitations of that credit limit had been confirmed and provided evidence of this. C complained that charges had been incurred after the first complaint and billing information supported this claim. While C had not asked for the service to be barred, SP could have done so as a matter of customer care. C sent letters of complaint to SP, which SP failed to respond to.

The PO was of the opinion that there had been a shortfall in customer service in respect of the letters and also the failure to bar the service after the initial complaint. However, the charges were considered to be valid and payable by C. SP was required to issue an apology and small goodwill credit for the shortfall in customer service and also a goodwill credit to cover the cost of charges incurred after the complaint was first raised.

12.2

C disputed charges being debited from the account and contacted SP to complain. SP stated that a refund was due.

It was considered that C has received repeated service shortfalls with regards to being incorrectly charged, billed incorrectly, mis-advised, chased for a payment already met and not been shown a level of service normally expected. These are clear service shortfalls.

The Ombudsman decided SP should offer C a goodwill gesture payment, by cheque, which covers the refund owed and the overall poor experiences to date. To ensure that no adverse information should remain on record, resulting from the subject matter of the complaint and confirm this in writing to C, account closure with a nil balance, ensure the C is not chased any further by any collection agents and send a letter of apology.

12.3

C disputed making telephone call charges billed by SP. SP undertook to investigate the calls. SP never completed its investigation. C complained. SP did not respond. SP also did not submit a case file to Otelo.

The Ombudsman acknowledged that telephone service providers' call recording equipment was generally accurate, but also stated that, on occasion, faults on the line or call recording equipment could cause customers to be billed incorrectly. As SP had not completed its investigation or submitted any information to the Ombudsman, it could not be said with any certainty that C had been charged correctly. Therefore, it was decided that SP should remove the disputed charges from C's account, and make a further payment to C as a goodwill gesture to recognise the inconvenience and poor customer service experienced.

12.4

C complained that SP applied a late charge to an account that should have been closed. C complained and SP found that there was a penalty fee added due to C being within the minimum term of their contract.

The Ombudsman considered this was justified, in accordance with the Terms and Conditions, but that it may not have been adequately explained. There was also an

issue of poor customer service. SP was therefore required to reduce the arrears, by a small margin, make an apology and provide a further small goodwill payment.

12.5

C obtained a copy of a credit reference file that related to C and found that SP had entered a default on it relating to a debt that was two years old. C disputed that SP was entitled to enter this default and said that the relevant invoice had been disputed. There was no evidence to suggest that the invoice had been disputed and there was no consistent contact retained with SP to maintain the suggested dispute. On this basis it was found that SP had not acted improperly and accordingly was entitled to the disputed default. As a goodwill gesture SP had offered to clear the account balance and amend the default entry to show late payment. This had been refused.

SP was required to repeat its offer to C.

12.6

C received a bill with higher than expected international call charges in it. This was disputed but it was found that the price change had been indicated on a pricing leaflet supplied by SP. That issue was not taken any further but it was found that there had been instances of poor customer service experienced in this case.

SP was required to provide a letter of apology in respect of the poor customer service that has been experienced in this matter, demonstrate that a goodwill gesture indicated in a letter dated had been supplied and provide a further goodwill gesture in respect of the prolonged and repeated instances of poor customer service indicated in this Provisional Conclusion.

12.7

C made an agreement with a third party and SP. However, when C was away the original order request was changed without C's consent or knowledge. There was a dispute between the Directors of the company and C wished for the contract to be cancelled and for SP's equipment to be removed. C also stated that the third party had requested the transfer of lines without C's authority or agreement.

The Ombudsman concluded that the dispute between the Directors was a legal issue and was therefore outside the terms of reference. However, as SP had offered to release the line that was successfully transferred without applying any early termination fees, this was made a requirement. SP was also required to refund any service charges for that line for a certain period. However, C was liable to pay any call charges.

12.8

C complained that SP applied retrospective charges to an account. C complained and SP later waived the fee, but C wanted further compensation. SP investigated and found that the charge was justified and was shown in its Terms and Conditions. SP also offered a goodwill payment, but it was rejected by C as being insufficient.

The Ombudsman could see that there was no mention that specifically covered the late charge, but the offer to waive the retrospective fee was generous. The later goodwill gestures were also considered generous. The request by SP for C to return hardware was justified as it was stipulated in the contract that it never became C's property; SP retained ownership and refunded C with postage costs.

12.9

Based on the information made available to him the Ombudsman considers SP sent the DD mandate to C's bank. However, it was alerted to the fact the instruction had not been set up when the first collection failed. The Ombudsman notes SP attempted to contact C unsuccessfully and so issued a suspension warning if payment was not made. Payment was not received so the services were suspended. C complained that SP sent invoices showing the DD had been paid. The Ombudsman considers this demonstrated poor administration but deems the responsibility was on C to reply to the letter it had sent.

C states the business suffered as a result of the suspension in services. However, in accordance with the contract the Ombudsman concludes SP is not obliged to pay compensation.

In summary, in recognition of the administration issues raised by the case the Ombudsman directs SP to make a goodwill payment in settlement to the complaint.

12.10

SP failed to cancel broadband as C requested and continued to bill and collect payments for a service it was not providing. The Ombudsman concludes there was a shortfall in the standard of customer service and administration demonstrated on this case. C experienced inconvenience and incurred costs as a result.

In summary the Ombudsman requires SP to ensure that the account is removed from the system to ensure no further invoices are issued; provide a refund of all charges taken from C's bank account in relation to the broadband service; make a goodwill payment in recognition of the customer service issues, inconvenience and costs C incurred; and issue a formal letter of apology.

12.11

C cancelled services with SP but on return from a lengthy period away from home, C found that SP had been chasing payment of the outstanding balance. C paid the balance immediately but received further debt collection letters. C asked for clarification

of the payments, which SP provided. However, C remained unhappy with the response and sent further letters of complaint. C asked for compensation for the stress involved.

The Ombudsman noted that SP responded to C's letters and explained that two accounts had required payment because C had cancelled the Direct Debit instruction before payment of the final invoices. As SP had fully responded to C's complaint action and further goodwill payments were not required of SP.

12.12

C agreed to an offer from SP for it to provide C with a free broadband service, although SP could not offer C that particular service at the point of agreement. However, C claimed that C did agree to SP's offer for a fixed monthly fee, until the free service became available. C understood this to mean that C was able to use any internet connection for the monthly fee, but then received a bill for internet charges that C had incurred due to this. C complained to SP where it was explained that the payment was for broadband only, and not any other internet connection. SP offered C a goodwill credit, but C refused this. No evidence of the initial sales discussion was provided for investigation, but from the evidence that was provided, it was clear that C had used a dial-up facility and continued to use this even after C was made aware of this. Therefore, it was proposed that SP should apply a goodwill credit to C's account in lieu of any information C was provided that may have led C to mis-understand what service was being offered.

12.13

C disputed charges for calls to premium rate and personal numbers. SP maintained that C was liable for the charges.

The Ombudsman could find no evidence to indicate that C had been incorrectly charged. However, it was noted that SP had not responded to C's request for an explanation of the disputed calls and that C may have received some incorrect advice. SP was required to send a letter of apology and make a small payment as a gesture of goodwill.

14.0 Faults (Equipment)

14.1

C complained to the SP about not being able to receive text messages from its network on a different SP's handset. This matter was investigated at length by the SP and it was confirmed that similar problems were not being experienced by other customers. The SP liaised with the other SP and also offered to look at the other handset for investigative purposes. However C refused this offer, with the SP stating it was unable to help further.

The review of this complaint suggested that the SP could not be held responsible for C's problems, and as the contract on the other handset had now been cancelled, it was concluded that further investigation would be inappropriate. No further action was required to be taken by the SP.

14.2

C took a service including a broadband service. There were problems initially in providing the service as C used a Mac computer as opposed to a standard computer. This requires a different type of modem. C bought an independent router and wanted SP to pay for it. This was not accepted as it had not been agreed with SP. C also cancelled the Direct Debit to SP due to the problems and when the account was cancelled a cessation fee was charged. C objected to this. As the account was still in the minimum period and had been used this was felt acceptable. It was noted that there had been shortcomings in the customer service provided.

SP was required to send a letter of apology in respect of poor customer service that was experienced, a small goodwill gesture, a revised account with the option to either pay this and continue with the contract, in which case the early termination fee will be removed or to end the account which will be fully payable, less the goodwill gesture. If the contract was continued SP was to make contact with C to resolve any broadband issues that may have remained.

14.3

C received three faulty handsets from SP, which were later replaced. C claimed to have received poor service from Overseas Operators and said that silent calls had been received from SP. SP advised that the calls were not silent and were due to a text message being sent to the line. SP provided an apology and a goodwill payment. The Ombudsman accepted SP's explanation and recommended C to accept SP's goodwill proposal.

14.4

C complained that having taken a contract for a number of mobile phones poor customer service was experienced in a number of ways including incorrect billing, problematic General Packet Radio Service, difficulties in getting SP to respond and various other matters. SP provided a very full casefile which outlined not only the complaints it had received but the steps taken. SP had eventually cancelled the account with a nil balance. C had not provided any detail for the complaint and had not supplied any support for the complaints made.

On this basis it was held that SP had acted appropriately and it was required to write a letter of apology for the poor customer service experienced and to confirm that the account had been cancelled with a nil balance.

14.5

C complained to the SP about the connections problems being experienced due a broken connection socket. However, it was explained to C that this was not the SP's responsibility and that C would need to contact the line provider to organise a repair, but with any charges remaining C's responsibility. C was unhappy and complained to the Ombudsman requested the SP fix this problem free of charge.

It was concluded that on the issue of the repair the SP had provided correct advice, with C remaining responsible for the maintenance of any internal wiring and sockets. However, it was apparent that other incorrect advice had been provided, with C receiving poor customer service. This point was acknowledged with the SP's investigation. In resolution the SP was required to send a letter of apology and make a credit to C's account in consideration of the customer service issues raised.

15.0 Faults (Line)

15.1

C complained to the SP after the telephone line was disconnected on a number of occasions. The SP apologised for the line faults, but eventually rectified the problem and made compensatory offers in line with its Terms and Conditions of service. C remained unhappy and complained to the Ombudsman about the SP failing to make any offer regarding some business losses. The SP highlighted that C was only a residential customer, therefore loss of earnings could not be considered.

It was concluded that the SP had correctly offered compensatory payments in line with the Terms and Conditions. It was welcomed that the SP had also offered to make additional payments as a gesture of goodwill. Therefore the Sp was required to maintain the goodwill offers made and send a letter of apology.

15.2

C complained that a service from SP was faulty. C complained and purchased new hardware, stating that SP had advised this course of action. C then requested cancellation of the account, but SP maintained charges. SP stated that C did not fully transfer away and so its service remained active. After C had complained again SP agreed to cancel all later charges, some of which were for services that C had used, as a goodwill gesture.

The Ombudsman considered it was C's decision to purchase new hardware and that SP should not be responsible for this as there was no evidence that I had provided such advice. The service from SP was also considered not to have been poor although there was a system error that meant a shortfall in customer service. As this was not entirely SP's doing only an apology was required. The previous offers of goodwill, to cancel some charges was considered generous.

15.3

C experienced a fault on the line which meant that voices could be heard on the line when calls were being made. This fault continued for a period in excess of 12 months. During this time a great many calls were made by and to C in an attempt to resolve this problem. After 12 months the fault was finally accepted as being present but even then there were delays in resolving the fault. This was viewed as poor customer service.

SP was required to provide letter of apology in respect of the poor customer service that was experienced in this case, a goodwill gesture and a demonstration that each and every engineer charge has now been either waived or credited back to C's account. If any of these charges have been collected and kept since the start of the complain they were to be credited back to C's account.

15.4

Based on the information made available to the Ombudsman it seems the reason for the intermittent fault on C's services was due to old wiring in a SP's box. C experienced inconvenience over the years and interference to both the telephone and internet services. The Ombudsman considers C incurred costs when seeking resolution to the complaints.

In summary the Ombudsman requires SP to replace all the internal wiring up to and inside the junction box and to the main connection box of C's property; make a goodwill payment in recognition of the customer service and costs incurred; and issue a formal letter of apology.

15.5

C complained to SP about the Engineer's charge and asked it to refund. SP refused as the charge related to customer's equipment. The Ombudsman noted that C was advised by SP that there would be a charge if the fault was found to be with customer's equipment and not the line. The Ombudsman required no further action from SP.

19.0 Installation

19.1

C asked SP to install a new line in C's home and to transfer C's telephone and broadband services to C's new line. SP agreed. However, it took SP several months to transfer these services to the new line. During this time C was unable to use the services for long periods of time.

The Ombudsman required SP to make a goodwill payment to C to recognise the substantial inconvenience C had been caused. SP was also required to contact C to confirm the services were now installed properly, and to offer to allow C to cancel C's contract without penalty if C wanted to transfer C's services to a new provider.

19.2

C complained that SP failed to provide a service as equipment was faulty, but billed for it in the meantime and sent an engineer, at an additional cost that C was not expecting. C complained and SP acknowledged there had been numerous problems for C, some of which were customer service-orientated and some of which were of a technical nature. SP offered to waive charges and make a substantial goodwill payment.

C wanted a much greater goodwill payment, but the Ombudsman considered the offers made by SP were appropriate and required that they be completed, along with an apology for the inconvenience.

19.3

C signed up for SP's services. C was unable to use one and complained to SP. SP asked C to sort the problem out with the previous service provider, which referred C back to SP as it would need to make the request. C tried to cancel but was advised there would be a cancellation fee. C wrote to complain but did not receive a reply. C wrote again but still received no reply.

The Ombudsman considered that the customer service provided by SP had been very poor causing distress and inconvenience to C. The Ombudsman required SP to compensate C for the poor customer service, to refund the connection fees and to allow C to cancel without penalty.

19.4

C complained that two services from SP did not work. C complained and SP stated that a piece of equipment was needed. When C went to purchase it they were advised that it did not exist. SP said it was due to a poor explanation of exactly what was needed. C was unable to get the services working a requested termination. SP acknowledged there had been poor customer service.

The Ombudsman decided that C should be allowed to terminate the accounts without a penalty fee and that a goodwill payment and apology were needed.

19.5

C complained that due to excessive delays from SP the service was cancelled. However SP failed to provide the relevant code to complete the transfer to a new service provider. C complained but SP did not reply.

The Ombudsman considered C had had poor customer service for which an apology and goodwill payment was required. It was also required to ensure account closure with a new balance.

19.6

C complained that services from SP were delayed and that additional costs were incurred over a short term alternative measure taken in the interim. SP investigated and found technical difficulties prevented the application of the services. This was not relayed to C adequately.

The Ombudsman considered there had been poor customer service for C and SP was required to make an apology, provide a goodwill payment and refund the costs incurred for the alternative method used.

19.7

C complained that a service from SP was never provided. C complained and SP stated that there were technical issues which were causing delays. C employed a third party, but they were unable to help either.

The Ombudsman considered on the balance of probabilities, that as SP and the third party had tried unsuccessfully to assist, the fault was beyond SP's control. SP was directed to refund the third party's fee purely because a SP adviser had agreed to it; make an apology and pay a small goodwill gesture for the shortfall in customer service that was recognised and acknowledged by all.

19.8

C requested SP to install television and telephone services. C was unable to receive television services but incurred service charges. SP credited all charges relating to the television service. C requested to disconnect and disputed the outstanding balance. SP cancelled the services and credited all services charges. SP explained that the outstanding balance related to call charges incurred by C.

The Ombudsman considered that C had experienced a shortfall in customer service due to the delay in installing television services. However, it was noted that service charges had been credited. The Ombudsman required SP to write a letter of apology and C remained responsible for the outstanding account balance.

19.9

C was slammed by SP using an incorrect name and false bank details. C complained to SP and cancelled the transfer of her telephone services. C requested an investigation into how this had happened. SP refused at first to discuss account with C because of

Data Protection issues. SP then completed a compliance form for investigation and advised C that it would take 28 days. After this time C did not hear anything and contacted SP again. C still did not get a report back and complained to Otelco.

SP stated that the application had been submitted on line and the Ombudsman accepted that SP was unable to identify who completed it. However, the Ombudsman considered that there had been a number of shortfalls in the customer service. SP refused to discuss the account with C, closed the investigation without informing her and also failed to provide her with a report of its investigation when it was obvious that this matter had caused some concern to C.

The Ombudsman therefore required SP to send a written report of its findings and to issue a goodwill gesture to compensate C for the poor customer service.

19.10

C complained that a service was not useable and that after complaining SP offered to resolve the issue, but failed to do so. SP investigated and found that technical issues prevented the service from being used. It stated that a third party was employed to rectify the problem, but C requested termination anyway.

The Ombudsman considered there had been poor customer service with SP's failure to complete the resolution, for which an apology and goodwill payment were required. SP was also required to ensure the account was closed with a nil balance.

22.0 Internet Connection

22.1

C experienced problems with C's dial-up internet connection and was unable to subscribe to broadband because it was not available where C lived. C wanted information regarding SP's obligation to provide a viable internet connection. SP did not respond to C's letters.

The Ombudsman pointed out that under the Universal Service Obligation SP was only required to provide a narrowband connection. It appeared to be doing this. C was experiencing problems with the narrowband connection, and so C was recommended to report this to C's Internet Service Provider. SP was required to provide the information C had requested.

24.0 Mis-selling

24.1

C agreed to a broadband service at one of the SP's stores after being advised that the old computer C had should be compatible to service requirements. However C later complained that the computer was clearly not compatible and that the SP had mis-sold a service. The SP advised C to complete a compliance form so this matter could be investigated, but then failed to respond. C also complained about numerous telephone calls and letters failing to receive a response.

It was concluded that the mis-selling issue could not be clarified but the SP on review proposed that the account and all charges should be cancelled as a gesture of goodwill. The SP also proposed to make a full refund of C's payments, and it was subsequently required to maintain these offers. However, it was concluded that this actions did not fully considered the poor customer service provided, and the SP was also required to send a letter of apology, confirm the actions it had taken, and make a further goodwill payment.

24.2

C agreed to SP's services via a third party retailer under the proviso that the accounts would be 'capped' at a certain limit and also that an existing contract would be cancelled. C claimed that prior to agreeing to the contracts, C contacted SP directly who confirmed both points. However, C then received large bills and also found that the already existing account had not been closed. C cancelled the Direct Debit and complained to SP. SP acknowledged the error and then closed the account and refunded C the overpayments made. Yet, SP maintained that it could not set usage limits on accounts in order for customers to monitor their accounts and also that there were no notes to confirm this. The investigation found that there was no evidence to suggest that SP had provided C with this information. Also, the investigation had no jurisdiction over any third party retailer. It was found that, in line with the Terms & Conditions, the outstanding balances were correct. SP had acknowledged the shortfall in customer service in relation to the account that was not cancelled, but it was clear that it had already refunded C, and it also proposed a further goodwill gesture on lieu of this. This action was welcomed and deemed appropriate. Therefore, SP was required to carry this out, and also confirm to C in writing, any remaining balances that were due to be paid. It was recommended that C contacted the relevant Debt Recovery Agency in order to make payment.

24.3

C signed a lease agreement for a phone system to be installed. It was later discovered that C did not intend to sign for a lease system as C thought this would be free. SP advised that there was no evidence on misrepresentation. The Ombudsman was of the same opinion and thought the new goodwill payment terms arranged by SP were reasonable. SP were required to provide C an apology and a goodwill payment.

24.4

C agreed to transfer landline and broadband services to SP following a call from one of its sales agents offering a call package and free broadband.

C's telephone services were transferred but C was subsequently advised by SP that free broadband was not available in C's area. C complained but failed to receive a response.

The Ombudsman acknowledged that C had been misadvised and received conflicting information. However, SP confirmed it was now able to offer free broadband. It was noted SP had taken four months to provide a response to C's formal complaint. SP was required to send a letter of apology, provide a payment as a gesture of goodwill and provide broadband in line with the terms to which C had originally agreed.

24.5

C agreed to SP's service via a sales representative in-store but C then found that SP had not provisioned the correct tariff or services. C complained to SP about this on several occasions, highlighting the incorrect action and that C felt C had been mis-sold, but C received no response. From the evidence provided, it was found that SP had incorrectly provisioned the services which did not comply with C's requests. It was also clear that C had received no responses to C's complaints. Therefore, it was proposed that C confirm the closure of the account with a zero balance, provide C with an apology and goodwill payment and also confirm to C that no information had been passed to C's credit file.

25.0 Network Coverage

25.1

C complained that mobile signal with SP no longer worked at C's home. C confirmed that after a few months service did work again but continued to complain to SP and request compensation. SP maintained that it could not be held liable and so C cancelled the contract within the contract term and paid the settlement fee. C requested that SP refund nine months rental. SP said that there had been a known network cell problem but that C continued to use the service. Sp maintained it could not be held liable for any loss of service.

The Ombudsman could not say what the cause of the problem was but was pleased to see that C said that the service worked again after a few months. It could only be surmised that the problem was due to the network cell. The Ombudsman however could find no justifiable reason why SP should refund nine months of rental and also noted that it was C's decision to cancel the contract within the contract term and pay the settlement fee. As it appeared that C's call usage did drop for three months the Ombudsman required SP to award a goodwill payment equivalent to 50% of the rental for three months.

28.0 Payments

28.1

C stated that C made several payments to SP by cheque which were not applied to C's account for a prolonged period of time. As a result C's account was suspended for non-payment. SP stated that C had not put C's account number on the back of the cheques, which caused the delay. C complained that even after the payments were added to C's account, the account remained suspended.

The Ombudsman agreed with SP that C had caused the delays by not putting C's account number on the back of the cheques. It was also determined that the payments did not clear the outstanding balance on C's account, which is why it remained suspended. No further action was required.

28.2

C complained that SP had failed to complete a payment on purpose, which resulted in service suspension. C then complained that a repair was required but SP found that C was using the handset in question. SP offered to refund a payment made by C that was in dispute, but C initially refused the offer.

The Ombudsman could find no fault with the customer service from SP. No further action was required of SP except for completion of the goodwill gestures previously offered.

28.3

C was a customer of SP for its internet service but found that SP had taken a Direct Debit payment two days too early which caused C to incur bank charges. This led to other problems with C's payments and ultimately C terminated the agreement, but then received a high bill from SP. SP provided no information for investigation. From the information that was provided it was found that SP had incorrectly taken a payment early and although C had since claimed the bank charges back through C's bank, it was viewed as a shortfall in customer service. In relation to C's complaint to SP it was clear that C had received poor levels of customer service from SP in its lack of response to C's complaint. It was presumed that as C had previously agreed to a 12 month contract term, the fact that C had terminated the service meant that a termination fee would be levied. It was presumed that this was C's outstanding balance and it was also considered that C was liable for this. However, SP was required to provide C with a breakdown of C's outstanding balance and how this was made up, as well as apply a goodwill credit to the account, and an apology for the shortfall in customer service received.

29.0 Premium Rate Services

29.1

C contacted SP to dispute Premium Rate Service call charges on the bill. C was advised to pursue the provider of the numbers to seek a refund, as SP would require payment for the calls. C contacted the company, but no response was received. SP had put the account on hold to allow C to pursue the matter, but later sort payment. However, there was a lengthy delay and C complained to SP.

The Ombudsman concluded that C was liable for the outstanding debt, but due to the delay the balance should be reduced by 50%.

32.0 Refunds

32.1

C received cheque from SP in the wrong name. C returned the cheque and sent letters to SP with no response. SP said it had received no further contact from C and so assumed the complaint was closed. SP said it had contacted C to offer an increased goodwill payment but had received no response.

The Ombudsman noted that SP had failed to reply to letters from C. The Ombudsman said that the increased goodwill payment proposed by SP was an acceptable resolution in this instance. SP to send C a cheque and a letter of apology.

32.2

C complained that SP had failed to provide a refund cheque that it had promised. SP showed that the cheque had been sent a total of six times. Further complaint was made that SP had failed to update C as to progress when enquiries had been made about complaints and enquiries. SP produced its casefile (including call records) showing that a great many calls had been made to C but that C had often frustrated any progress that might have been made by either hanging up or switching off the phone on which return calls were to be made.

It was recommended to the Ombudsman that SP should provide a copy of its letter which had answered C's complaints and a further copy of the outstanding cheque. These were to be sent by recorded delivery.

33.0 Security

33.1

C agreed to receive information from SP but claimed that SP took over the telephone service without authorisation. A third party acting on behalf of C complained to SP but SP refused to respond because it did not have the appropriate authorisation. The third party continued to contact SP but SP did not respond because of the reasons previously advised to C. C complained that the telephone service was lost for a period because of SP's actions but SP explained that it had not taken over the service.

The Ombudsman noted that SP had not supplied a service for C and therefore it could not be responsible for the loss of service. SP had acted reasonable in refusing to deal with the third party without authorisation, although the Ombudsman was of the opinion that it could have communicated its reason to C and given advice on how to provide appropriate authorisation. SP was required to issue an apology for failing to provide details of the authorisation required and also to issue a small goodwill payment to C.

33.2

C's telephone line was disconnected in error. C's service provider confirmed that the line had been taken over by SP, which was why the line was disconnected. C had not authorised the transfer of service and complained to SP. SP admitted the error but refused to offer compensation for lost business. C sent written complaints but SP maintained its position. SP then passed on a charge via C's existing provider for reconnecting the service that had been disconnected in error.

The Ombudsman was of the opinion that SP had acted in error and that it had failed to acknowledge its error. SP tried to pass the blame to other parties but it was clear that SP should have rectified the error once it became apparent. SP was required to issue a letter of apology, a payment to cover the charges applied to C's account as a result of the error, a further goodwill payment and to consider C's claim for reimbursement of business losses.

34.0 Service Transfer

34.1

On the balance of evidence supplied SP failed to arrange transfer C's telephone number to its provision. C paid monthly for a service not used. The Ombudsman considers it likely there was an error in the processing of this account at the point of sale. The Ombudsman concludes that there was a shortfall in customer service demonstrated on the handling of this case.

In summary the Ombudsman requires SP to make a goodwill payment equivalent to 50% of the payments made to its account; make a goodwill payment in recognition of the costs incurred when escalating the complaint; and issue a formal letter of apology in recognition of the customer service issues raised.

34.2

C was moving premises and contacted SP to advise C wanted the services to be transferred. However, the transfer of the services was delayed which caused C and C's business inconvenience, losses and extra costs. Therefore, C complained to SP and it offered to credit C's account with a goodwill payment, but maintained it was not liable for any business losses and that it could not guarantee a fault free service. In this instance, it was considered that as C's service provider, PS should bear responsibility for the delayed transfer. However, in line with SP's Terms & Conditions, it was not liable for any losses due to this. Therefore, it was considered that SP's offer of recompense was appropriate and it was required to retain this offer.

34.3

C was advised that the landline service would migrate to SP due to SP taking over C's current provider. C complained that the migration did not occur as another company took over C's calls. C complained that the landline had been disconnected and C had incurred mobile call costs. C sent letters to Sp but received no response. SP said that during the cooling off period another provider cancelled the migration order. A month later C was set up with a new account but the account has since been disconnected due to non-payment.

The Ombudsman said that SP had acted correctly as the migration order had been cancelled in the cooling off period. SP had also correctly disconnected the new account due to non-payment. The Ombudsman however viewed the lack of response to letters as poor customer service and so Sp was required to award a nominal goodwill payment

34.4

C complained that after making an enquiry into broadband with SP it went onto subscribe C to the service. C requested the cancellation of the service but SP said as the 14 day cooling off period had passed there would be a cancellation fee. SP accepted in its casefile that there was no express agreement to the service being provided.

As SP was not able to show that the service had been agreed to and C had requested the cancellation immediately after the cooling off period it was felt that it was appropriate to cancel this account and SP was required to do this and confirm it in writing.

34.5

C requested to transfer services to another provider but agreed to an upgrade offered by SP. However, C did not receive the handset or the agreed contract term. C called SP on many occasions and sent letters of complaint, which C did not receive responses to. C asked to cancel the contract and receive a refund of all charges.

The Ombudsman was of the opinion that SP had made efforts to resolve the matter but as C had asked for different contract terms then there was no reason why the previous offer should be made on the new contract. However, there was evidence that a contract term was longer than that agreed and SP was required to reduce the contract term to that agreed, and issued a goodwill payment in respect of the shortfall in customer service.

34.6

SP took over C's line in error. C complained. SP agreed to waive all charges. SP did not do this.

The Ombudsman was of the opinion that SP's offer to waive all charges adequately recognised the complaint, and required SP to carry this out.

34.7

C ordered a service from SP which would allow C to see the caller's number before C answered. There was a problem with the service, and C could not use it. SP could not resolve the problem for several months. C eventually contacted a former employee of SP, who identified the cause of the problem. C passed on the information the ex employee had given, and SP resolved the problem. C then ordered broadband. It took SP several months to activate the service.

The Ombudsman decided that as SP had failed to identify the problem with the feature C ordered, and then failed to provide broadband promptly, that SP should be required to make a payment to C as a goodwill gesture to recognise the distress and inconvenience caused.

34.8

C ordered SP's telephone and broadband services. As a result of a maintenance service already active on C's telephone line, SP could not provide the services. C had the maintenance service removed, but as SP's computer system showed the service as still being active, SP could not provide the telephone and broadband services. Despite this SP took payments from C's account.

The Ombudsman was of the opinion that SP's failure to provide its telephone and broadband services to C after the maintenance service was removed constituted poor customer service. SP was required to refund all payments made and make a further payment as a goodwill gesture to recognise the inconvenience caused.

34.9

C complained that SP took over a service without permission. SP investigated and found that C had initially agreed to the change, but soon cancelled it. However, due to a system fault the completion was not done. C complained in writing but SP failed to respond.

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

34.10

C changed the telephone number with line provider due to nuisance calls and informed SP about this. C asked SP to provide a refund of the calls that were made at a higher rate via the line provider's network whilst the Carrier Pre-Select Service with the SP was suspended. The Ombudsman considered that SP could not be criticised as C informed SP late about the number change and the fact that SP did not advise C about the number change. The Ombudsman required SP to provide C a goodwill gesture for the inconvenience.

36.0 Tariffs

36.1

C complained that the tariff their business was on was changed, without consent by SP. C complained but SP could find no specific cause. C escalated the issue and SP conducted a full account review, but still found no root cause. SP offered a goodwill payment, but stated C was responsible for checking bills which display the tariff at the top. C rejected the goodwill offer.

The Ombudsman concurred with SP, that according to the Terms and Conditions SP was not liable to C and that the offer of a goodwill gesture was considered generous. SP was not required to take any further action.

36.2

SP offered a telephone service to C, and quoted a price. C accepted. SP later informed C that the price offered was for one line, and that C would have to pay double for the service on C's two lines. C complained that the sales representative had originally quoted the price for both lines.

The Ombudsman decided that the price originally quoted to C was for two lines, and therefore required SP to provide the service on the two lines at the price quoted. SP was also required to make a goodwill payment to C.

38.0 Terms and Conditions of Contract

38.1

C was a broadband subscriber with SP. C moved home. C called SP to cancel the service. SP therefore charged C a termination fee. C complained that it was not fair for SP to charge this, as it was not possible to receive SP's broadband service at C's new property. SP maintained that its Terms and Conditions entitled it to do so.

The Ombudsman was of the opinion that SP's Terms and Conditions stated that if SP was not able to provide a service after a customer had moved home, the customer as entitled to end the agreement without penalty. In consequence, SP was required to clear the termination fee and make a payment to C as a goodwill gesture to recognise the distress and inconvenience C had been caused.