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2.0 Billing

2.1

C contacted SP to query the billing on the mobile phone account, as C believed that SP was not providing the correct tariff charges. SP confirmed that after the service had been temporarily suspended for non payment, when it was reactivated C was incorrectly billed. SP corrected the error and applied credits to C's account. C complained in writing to SP and requested to cancel the contract without incurring any termination fees. SP agreed that there had been a billing problem and offered to reduce the fees by half. However, C was not satisfied with the offer.

The Ombudsman concluded that C had been incorrectly billed, but SP had offered a reasonable resolution. However, SP was required to apply a credit for one month's line rental to C's account as a gesture of goodwill. C was also offered a credit to reduce the outstanding balance owed on the account instead a reduction in the termination fee.

2.2

C complained that SP billed twice for its services for many months despite C calling it each time to complain. C stated after each call SP made assurances that the issue would be resolved, but it never was. C asked for compensation but SP refused.

The Ombudsman considered C had experienced very poor customer service from SP and required a goodwill payment and confirmation that the account is now closed.

2.3

SP stopped sending telephone bills to C. C complained. SP explained that as a result of a technical problem, it was unable to bill him. It offered to only charge him for six months calls in arrears and three months line rental, when it was able to bill him again. It also offered a payment as a goodwill gesture to recognise the inconvenience caused.

The Ombudsman accepted that SP's failure to bill C would have caused C inconvenience. SP assured the Ombudsman that it was working on the problem, and that it would be resolved shortly. It was decided that SP's offer was fair, and SP was required to implement it.

2.4

C was refused credit and found this was due to a default placed on C's credit file by SP. This was in relation to an unresolved matter that occurred approximately one year earlier. Upon notification of this, C complained to SP and it agreed to reduce the still outstanding balance, which C agreed to and made payment. However, the default

remained and despite further complaints to SP about this, it maintained its position and the matter reached deadlock. Due to the time scales involved, the Ombudsman was unable to investigate the reasons surrounding the default, or any discrepancies C had about it being placed. However, the Ombudsman was obliged to consider the level of customer service provided to C since C's recent contact with it. It was found that SP had responded to C in a timely manner and explained its reasons for the default being placed, and the fact that SP had decided to reduce the outstanding debt initially, was welcomed. On this basis, the Ombudsman was satisfied with the level of customer service provided to C. In relation to the default, the Ombudsman recommended that C placed a 'notice of correction' on to C's credit file to highlight that the amount was in dispute. For the avoidance of doubt, the Ombudsman required no further action from SP.

2.5

C subscribed to several of SP's services. SP was unable to charge C at the rates agreed. C was therefore overcharged. C spent a considerable amount of time trying to resolve the problems.

The Ombudsman required SP to apply a credit to C's account to recognise the overcharging. SP was also required to make a goodwill payment to recognise the inconvenience caused.

2.6

C cancelled the broadband service and SP actioned the request. However, as a payment was due before the cancellation date, this was taken. C complained that a refund was due and this was provided. However, there was a delay. C requested compensation for poor customer service, but SP did not consider that any was due, as the payment was taken in line with its Terms and Conditions.

The Ombudsman concluded that no further refund was due, but a goodwill payment would be appropriate in this case.

2.7

C complained to the SP about a billing error involving calls from another customer's line. The SP acknowledged that an error had been made, but suggested that this was caused by an incorrect telephone number being initially provided by C. C demanded a new corrective bill, but the SP failed to provide one, so C withheld payment. This resulted with the suspension of C's services and early termination fees being applied in respect of the broadband service.

It was concluded that although the SP would have been normally correct to apply line rental and penalty charges after C's service was suspended (in line with Terms and Conditions), in such circumstances this would be unreasonable. Therefore, the SP was required to send a letter of apology for the billing error and the poor customer service provided. The SP was also to provide a new corrective bill, with all incorrect charges

cancelled and any adverse credit information removed. This was to be completed with a full breakdown showing how the outstanding balance has been calculated, and with written confirmation of all action taken.

2.8

C contacted SP to cancel a mobile phone account and was pursued to keep the account open for a year at a minimal cost. However, SP failed to take into consideration a text bolt on and C received bills for more than was expected. C complained to SP and a reply was received.

The Ombudsman concluded that SP should provide C with a goodwill payment for the additional charges, as C was mis-informed at the point of sale. SP was also required to confirm in writing to C that the account had been cleared and closed.

2.9

C was receiving services from SP when C transferred services to another SP. SP sent C billing which C did not pay. SP then initiated debt recovery action and notices were sent to C. C claimed that C had been charged by both service providers and that SP had not provided C with information as to how the charges had been incurred.

The Ombudsman noted that billing C provided from C's new SP showed that the date of charging corresponded with the date on which SP had ended services to C. It was also confirmed from billing that C had not been charged for any services after the transfer date. The Ombudsman also noted that C had been sent invoices by SP by means of email and C's claims about SP not providing information could not be substantiated.

The Ombudsman concluded that the charges had been correctly raised and C was responsible for them.

2.10

C complained that SP continued billing after an account was closed. SP investigated and found that the cancellation date was later than C had suggested and it maintained that it had not taken any payments that were later than it should have. C did not provide any evidence that the termination request was earlier than SP had processed it. C had also complained to SP about a refund and that an adviser had stated one was due.

The casefile indicated that an adviser had gone over the account with C and suggested that a refund was to be made that was much larger than the one eventually completed. It was considered that whilst a refund of the full amount suggested by the adviser had not justified, SP was required to pay half of it. This was because C had clearly been led to believe the refund was appropriate. An apology was also required for a perceived shortfall in customer service.

2.11

C brought several complaints about SP including incorrect account details, request not being actioned, billing, disputed charges, Direct Debit and also credits not being applied as agreed. C had made many contacts with SP over these issues including letters of complaint, but to no avail and the complaint remained unresolved. The investigation found that C had experienced poor levels of customer service from SP although it was clear that SP had since taken belated actions onto the account to rectify and recompense for the issues. Nevertheless, it was clear that SP had not taken all agreed action and therefore it was proposed for SP to increase the agreed refund slightly and confirm its actions in writing to C and also provide C with an apology.

3.0 Broadband

3.1

C signed up for SP's broadband package but was unable to connect. C had difficulty getting through to Customer Services and then did not receive the promised call back from Technical Support. C then received telephone messages from SP asking C to contact SP. C was unable to get through on the phone and wrote to complain. C did not get a reply and wrote again and asked to cancel the contract as C had not been able to connect to the broadband service. SP required payment of an early disconnection fee. C objected and wrote again. SP did not reply and C complained to Otelco.

The Ombudsman considered that C had made reasonable attempts to resolve the connection problems but that the customer service provided by SP had been poor. The Ombudsman therefore required SP to refund the connection fee and to accept cancellation of the contract without penalty. The Ombudsman also required SP to provide a goodwill refund to compensate C for the cost of telephone calls and letters and for the poor customer service.

3.2

C applied for broadband with SP but this was never provided due to a fault. C sent letters to SP requesting compensation and a refund of costs incurred but remained dissatisfied with SP's responses. SP said it had done all it could in attempting to repair the fault with the service.

The Ombudsman reviewed all of the information provided and agreed that SP had done all it could to try and resolve the fault. The Ombudsman required SP as goodwill to refund C with broadband rental costs, refund C with the termination fee, refund C for equipment costs and also award a nominal goodwill payment for any inconvenience caused.

3.3

C contacted SP to complain about the delay in SP providing a working broadband service, as C had to make several calls to Technical Support. C wrote letters of complaint to SP, but SP failed to deal adequately with C's correspondence and complaint.

The Ombudsman concluded that C had received a poor customer service from SP and required SP to provide C with a goodwill credit, information on a security software manufacturer and a letter of apology for the delay and any poor customer service.

3.4

C agreed to a telephone package with SP that included broadband. However, after initially being able to connect, the service failed and SP failed to address C's connection problems. This meant that C was without the service for several months. C complained to SP in writing, but SP failed to adequately respond to C's complaint.

The Ombudsman concluded that SP was required to apply a goodwill credit to C's account for the delay in providing the broadband service. SP was also required to contact C to arrange technical support and also to send C a letter of apology for failing to deal adequately with C's complaint.

3.5

C entered a contract which included a Fair Usage Policy in relation to the amount of data that a customer would be allowed to download from the internet. This policy was clearly set out on SP's website. C complained that usage had been restricted and that when entering the contract the advisor had given the wrong information about download limits. As the information was clearly displayed on the website it was held that C should be bound by the Terms and Conditions of the contract and that C should have checked these before agreeing to the contract.

No further steps were required of SP in this case.

3.6

C ordered a package that was to include a free broadband service. Due to the broadband service not being delivered and enquiries not being answered C cancelled the package and was charged a cancellation fee. SP agreed to waive this fee and to refund its activation fee. These were considered appropriate steps but it was also found that SP had provided poor customer service in not responding to complaints and enquiries.

SP was required to take the steps it had proposed and to provide an additional goodwill gesture in respect of the poor customer service it had delivered.

3.7

C complained that the broadband service did not work. C sent letters to SP but received no response. C said had not ordered the call package with SP that C was being billed for. C also complained that landline was faulty for a brief period of time. C requested a refund of all payments made to SP and compensation. SP said that C had not called its technical support team as advised and so it was not able to complete diagnostic tests with C. SP said that the line fault was repaired and a goodwill payment was credited to the account. SP confirmed that C ordered the services online and had ordered the call package that C disputed.

The Ombudsman could find no evidence that C had called SP's technical support to allow SP to complete diagnostic tests of the broadband service. The Ombudsman therefore found no grounds for termination of the service without penalty. The Ombudsman said that the goodwill credited to the account for the landline fault was a reasonable response. The Ombudsman could find no justifiable reason why SP should refund C with all payments made as C had used the service. The Ombudsman could also find no reason why SP should refund C with the call package fee as C had used the service and had ordered this online. As a resolution the Ombudsman required SP to contact C to arrange diagnostic tests of the broadband service and to award a further nominal goodwill payment in recognition of the lack of a broadband service.

3.8

C requested services from SP which were provisioned. C encountered problems with the broadband service and told SP about them. SP's Technical Support Team helped C with the problems and rectified some of them but ascertained that a fault lay with C's computer settings. C was frustrated with the broadband service, withheld payment of outstanding charges and cancelled the services within the minimum term.

The Ombudsman decided that the services had been provided and SP had done all it could to resolve connection problems C had to the broadband service. The Ombudsman was satisfied that the charges were valid and C was responsible for them and under the terms and conditions of the contract, SP was within its right to apply a cessation fee for the early cancellation of the services. However, SP had not provided an appropriate response to C's letter of complaint and this should be recognised by sending C a letter of apology and making a small goodwill gesture.

3.9

C requested a telephone and broadband package from SP, but there was a delay in SP providing broadband. C complained to SP, but it failed to respond adequately to C's complaint.

The Ombudsman noted that there was some poor customer service and delay in this case and required SP to release C from the contract without fee, send C a letter of apology and provide a goodwill credit to the account.

3.10

C took out an offer with SP, but SP was unable to provide the broadband service in C's area. As a goodwill gesture, SP offered C a new offer, but continued to bill incorrectly. C telephoned SP on numerous occasions and wrote letters of complaint. However, SP failed to resolve C's queries and complaint.

The Ombudsman concluded that SP was required to provide C with written confirmation that C would not be billed for the remainder of the contract, service charges were removed and the telephone service was fully disconnected. SP was also required to provide a goodwill payment and confirm that C's credit file had been amended.

3.11

C obtained the broadband service from SP, but after a short period, the service was disconnected by the network provider. SP informed C that there was an incompatible product on the line and this would need to be removed. SP attempted to reconnect the service on many occasions, but any order was rejected. C decided to cancel the broadband account and move to another service provider. The account was closed and C wrote to SP to complain about the delays and that SP had not responded to previous correspondence.

The Ombudsman concluded that SP was unable to provide the broadband service, due to circumstances outside its control. However, there was some evidence of poor customer service and therefore SP was required to apply a goodwill credit to C's telephone account and send C a letter of apology.

3.12

C was charged twice for broadband connection fee. C disputed this with SP but received no refund. C sent letters but received no response. SP said it had refunded the account with the connection fee and also credited the account with a further connection fee as goodwill. SP provided bills to show this.

The Ombudsman said that the refunds already provided by SP were reasonable as a resolution to C. SP to ensure that C receives a cheque refund for the account credit.

3.13

C agreed to SP's broadband service but was never able to receive a sustainable connection. C made several calls to SP's Technical Support but the fault remained and therefore C was unable to benefit from the service. C requested cancellation of the service but was advised of a cessation fee. Therefore, C complained to SP but received no response. For investigation, SP accepted its shortcomings in that it had not been able to trouble-shoot C's problem and also provided C with poor levels of customer service. On this basis, it was proposed for SP to allow C to be released from the

contract without penalty, refund C the initial connection fee and also provide C with a goodwill payment and apology for the poor customer service received.

3.14

C had a broadband service with SP but experienced problems with this and there decided to cancel and transfer the service to another provider. The account was disconnected but C was unable to obtain another service as SP still held a marker on C's line. C complained to SP about this for several months but to no avail. For investigation, SP maintained that it had since removed its marker from C's line and apologised for the delay. This belated decision was welcomed but it was considered that SP should confirm these actions in writing to C and also provide C with a small goodwill payment in lieu of the delay.

3.15

C registered for broadband, but experienced connection problems. It transpired C was on a light user scheme that was incompatible with SP's broadband service. C cancelled and was advised by SP that an amended bill would be issued, so withheld payment in anticipation of the revised invoice. SP failed to send a new bill and suspended C's services due to non-payment. C also incurred late payment charges.

The Ombudsman considered SP had failed to remove a light user bar from C's account, which may have affected broadband provision. It was noted that SP had also failed to send a revised bill as promised, resulting in disconnection of C's phone. The Ombudsman concluded that C had received an unsatisfactory level of customer service and SP was required to send a letter of apology, apply a credit as a gesture of goodwill in respect of the customer service issues and the late payment charges incurred; re-connect C's telephone service without charge and confirm that C's credit rating had not been affected.

3.16

C entered into an agreement of service for broadband with SP but could not get connected. SP acknowledged the connection problems and offered to credit the payments taken.

It was concluded that C had encountered repeated delays and connection problems in attempting to get an active broadband service. These were clear service shortfalls. C has also not received a level of customer service normally expected as C did not receive a reply to a letter sent via recorded delivery.

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

SP to refund the charges taken for the service, by cheque, to cancel the service, without penalty and confirm in writing that the account is fully closed with a nil balance, provide

C with a MAC, offer a goodwill payment, for the overall poor experiences to date which includes any charges incurred in contacting the company and send a letter of apology.

3.17

C agreed to a broadband service from SP but the provision of this was delayed for several reasons. C complained to SP and eventually, after three weeks, the service was activated. C continued to complain but received no response to C's letters. Once the matter had been referred to Otelo, SP contacted C and offered a resolution to clear the outstanding balance and also further credit the account with a goodwill payment. Although it was clear that C had received poor customer service from SP, it was considered that this offer was fair and reasonable. Therefore, it was proposed for SP to retain these offers and also provide C with a written apology.

3.18

C subscribed to SP's broadband service. Due to a computer error, SP was unable to provide the service. When C called SP to ask when to expect the broadband service to be activated, C was told that it would be activated imminently. It took several months for SP to identify the problem and provide the service.

The Ombudsman was of the opinion that SP should have identified the problem much earlier, particularly in view of the amount of times C called SP to ask about the progress of the order. SP was required to make a payment to C to recognise the inconvenience caused.

3.19

C subscribed to SP's broadband service. However, SP failed to provide this service for several months, despite C contacting the company on a number of occasions.

The Ombudsman required SP to write to C to confirm whether it was able to provide the service, and to make a goodwill payment to recognise the inconvenience caused.

3.20

C complained to SP as C could not receive a broadband service. SP did not cancel this which led to C being charged for broadband despite not being able to use the service. The Ombudsman found instances of poor service and required SP to provide C a goodwill payment. The Ombudsman accepted SP's proposal to cancel the account and charges

3.21

C was mis-sold the broadband service. Despite contacting SP about the matter it did not investigate the issue in an appropriate timescale. When the matter was investigated SP denied any mis-selling. C supplied the Ombudsman's Office a copy of an email from SP which admitted that the broadband service had been mis-sold. The Ombudsman considered that on the balance of probabilities there was a probable chance that C may have been mis-sold. Due to the poor service levels C was awarded a goodwill credit. However, C was expected to pay SP the remainder of the outstanding balance on the account.

3.22

C tried to speak to SP about the new broadband service offer, but found SP did not respond to C's emails. C later experienced problems with the broadband service. Despite trying to resolve the matter with SP this matter was exacerbated further. SP acknowledged that C had received a shortfall in customer service levels and offered a goodwill payment. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition a goodwill gesture; to provide a refund for the broadband service for the problems and to provide a refund for the telephone service for the period it was suspended; to allow C to cancel all services without penalty.

3.23

C ordered the broadband and telephone service from SP. Due to problems the broadband service did not activate. SP maintained charges for the broadband service since C had no line with the line provider. The Ombudsman considered that the charges in this case should be refunded since SP did not advise C at an early stage why the order had been rejected.

4.0 Call Limit

4.1

C purchased a mobile phone from SP. C's bills were higher than expected. C asked SP to apply a credit limit to the account. The charges were subsequently higher than the credit limit. SP stated that it could not guarantee that if the credit limit were breached the account would automatically be restricted.

The Ombudsman accepted that there could be a delay in SP receiving call data which would result in a delay in SP realising that the credit limit had been breached. However, even after this occurred, SP did not bar the account. Therefore SP was required to refund some of the additional call charges.

5.0 Cancellation

5.1

C agreed to an upgraded contract with SP for 18 months. However, C later cancelled as the service was not what C believed it to be. C wrote letters of complaint to SP and emails, but SP failed to respond.

The Ombudsman conclude that C had agreed to the new contract and therefore C was liable to pay a termination fee. However, SP was required to apply a goodwill credit to C's account for failing to respond to C's correspondence and provide C with a MAC code.

5.2

Due to a house move, C tried to cancel broadband but was told an early termination fee would apply. C agreed to transfer the service to the new property, and agreed a date for installation. The engineer did not arrive, so C contacted SP and arranged a new date, but the engineer failed to arrive again. C also received a letter from a debt collection agency and paid the early termination fee, but disputed the charges.

The Ombudsman noted that although SP had arranged for an engineer to visit C, it had disconnected the account prior to the installation date and failed to notify C of this. SP confirmed that the services had never been installed at C's new address and that the penalty fee applied to the account was unfair. SP was required to make a small payment as a gesture of goodwill, refund the early cancellation fee and send a letter of apology. A recommendation for SP to review its administrative procedures regarding account closure and the disconnection and transfer of services was also made.

5.3

SP failed to close the account when requested and added another seven days on to the contract without explanation. C requested cancellation within the thirty days stipulated in the contract conditions. SP charged C for the additional days' rent and then passed the account to a credit agency to register a default due to non payment.

The Ombudsman concludes had the account be correctly administered then this complaint would have been avoided. C experienced a failure in customer service.

The Ombudsman requires SP to amend the effective disconnection date of this account; remove the entry on C's credit file, as it was placed in error; make a goodwill gesture, that includes the refund the overpayment in recognition of the inconvenience and costs incurred; and issue a formal letter of apology in recognition of the customer service issues raised

5.4

C agreed to SP's contract but cancelled within 14 days. C was informed at the point of sale that C could do this. SP said that as C was not a small business then C did not have the ability to cancel within a cooling off period without penalty. SP offered to reduce the termination fees raised but C declined this offer.

The Ombudsman confirmed that as C was not a small business then C was not eligible to cancel within a cooling off period. The Ombudsman was however concerned with any mis-advice given at the point of sale and the fact that C did request cancellation within 14 days of agreeing to the service and prior to the service transfer. The Ombudsman therefore required SP to remove all termination fees as goodwill.

5.5

C ordered a package of services from SP which included a line service and a broadband service. C experienced a line fault but had difficulty in contacting SP about this. SP dealt with the fault and the matter was resolved by SP making a small goodwill gesture to C.

There were delays in the provision of the broadband service and C had to resort to paying for a service from another provider. C wanted SP to reimburse C with these costs once SP's broadband service became active. Having been able to access the broadband service, C then experienced connection problems which C reported to SP. SP said that it would call C back but it did not do this. C became frustrated with the customer service C was receiving from SP and asked for the cancellation of services. SP told C that this would result in an early termination charge as the contract for services was for a minimum period.

The Ombudsman decided that there had been shortfalls in customer service on the part of SP but SP had supplied the services to C and SP was within its right to apply an early termination fee to the account. However the Ombudsman also decided that in recognition of the shortfalls in customer service SP should make a goodwill gesture to C and send C a letter of apology.

5.6

C agreed to receive an internet service from SP for a trial period, but when C decided to cancel, SP tried to charge C an early termination fee. C disputed the charge and complained to SP by telephone, email and letter. SP agreed to withdraw the charge and offered C a goodwill payment for the delay and poor customer service C received. However, C rejected the offer as insufficient.

The Ombudsman concluded that C had received a poor customer service from SP, but the offer made by SP was fair and reasonable in this case. SP was required to re-offer the amount of recompense to C and ensure that any refunds for charges applied to C's account for the service were refunded.

5.7

C contacted SP to request the cancellation of the telephone and broadband services. C also requested a MAC code to enable C to transfer to an alternative service provider. SP supplied the MAC code, but after the service transferred, SP continued to bill C for the services. C complained to SP in writing, but SP failed to provide a refund or respond adequately to C's correspondence and complaint.

The Ombudsman concluded that C did receive a poor customer service from SP and required SP to provide C with a goodwill payment to include a refund of charges paid in error. SP was also required to send C a letter of apology and confirm that any adverse information placed on C's credit file, about issues raised in the complaint, had been removed as no debt was owed.

5.8

C requested cancellation of C's telephone and broadband services but SP did not action the cancellation of the broadband account. C therefore continued to receive bills from SP and complained but received no response. The investigation found that SP did not receive any formal disconnection request from C until it received an email from C. At this point, C responded to request that C contacted it orally in order to disconnect. C then did not do this for another month and therefore no disconnection was processed. However, it was found that in line with SP's Terms & Conditions, C was only required to provide 30 days written notice and the investigation was satisfied this had been actioned and saw no reason why C was required to further contact it orally. On this basis, it was proposed that SP cleared any outstanding balance and provide a refund of any payments C had made following this point. As it was also found that C had received poor levels of customer service from SP, it was further proposed SP provided C with an apology and goodwill payment, confirm that it had removed any marker it held over C's line and also ensure that C's credit file had been updated.

5.9

C requested services from SP but there were many errors in providing that service. SP gave differing live dates and the services were repeatedly disconnected. C asked to cancel the service, which SP did. However, C disputed liability for the connection and disconnection fees. As a gesture of goodwill SP waived the fees and also refunded the account charges for the short period that the services were live. However, C remained dissatisfied with the offer and asked for a refund of the cost of calls to SP. SP failed to respond to the letter but later, verbally, offered a goodwill payment. C rejected the offer.

The Ombudsman was of the opinion that there had been many errors in handling the account but it appeared that SP had gone some way to resolve the issues raised. The goodwill payment offered by SP in respect of the lack of response to written complaints was considered to be appropriate and was required. However, a further goodwill payment was required in respect of the cost of call charges.

5.10

C agreed to SP's service but then contacted SP seven days later in order to cancel. However, C was then informed that this was not possible without a disconnection fee. C maintained that there was a 14 day cooling off period and write to SP on the same day. C then continued to receive bills and continued to complain to SP but to no avail. A copy of the sales call recording was provided for investigation. Although it was considered that C was not mis-sold the service at all, it was also evident that C had provided SP with C's formal cancellation request within the 10 day cooling off period that was stipulated in both its Code of Practice and Terms & Conditions. The investigation was also satisfied that C had received poor level s of customer service from SP throughout. Therefore, it was proposed that SP allow C to be released from the contract without penalty and that it also provided C with a goodwill payment and apology.

5.11

C requested to cancel their account and gave the SP the required notice period. SP failed to action the cancellation request and C incurred additional charges. C experienced a poor level of customer service. SP confirmed that an error had occurred. SP cancelled the account and credited the overcharges.

The Ombudsman was of the opinion that a shortfall in customer service had occurred. SP was required to confirm in writing that the account was closed and clear of charges. SP was required to make a nominal goodwill payment and write a letter of apology for the shortfall that had occurred.

5.12

C complained that there were handset problems and SP had also failed to cancel the account and continued to send bills. SP stated that there was no evidence that a request had been made until a later date. C complained in writing to SP and a response was sent, but C remained unhappy.

The Ombudsman required SP to revise the cancellation date to the first received contact which stated that C wished to cancel the account. Once this had been completed, SP was to confirm to C in writing that the account had been cleared to zero and closed.

5.13

C cancelled broadband and telephone services but continued to receive bills from SP and payments were taken from C's bank. C telephoned and wrote to complain on numerous occasions. SP agreed to refund the overpayments but no refund was received. C complained to Otelo.

SP accepted it had failed to refund the overpayment and apologised for this. The Ombudsman was concerned that SP had provided varying amounts that were due to C

and required a refund of the largest amount it had quoted plus a goodwill gesture refund to compensate C for the poor customer service.

5.14

C subscribed to SP's telephone services. C then changed C's mind and within the cooling off period contacted SP to cancel the order. SP failed to cancel the order. C therefore started to receive bills. C complained to SP. SP still did not cancel the account.

The Ombudsman was of the opinion that it was clear that SP had failed to act upon C's instructions on several occasions. SP was required to apply a credit to C's account equivalent to half the total charges that had been added to the account since it was set up. The Ombudsman did not require all charges to be waived because C would have had to pay for calls made even if C had remained with C's previous provider.

5.15

C received a letter from a debt collection agency for an account C considered had been cancelled one year earlier. C contacted SP which disputed that C had requested cancellation. SP believed C was liable for the charges.

The Ombudsman accepted that SP's account notes did not show C had requested cancellation. However, C had not used the service since the date the cancellation request had apparently been made and SP had failed to send C invoices, so C was unaware that charges continued to accrue. It was considered probable that C had cancelled although it was noted there were outstanding charges on the account incurred prior to the disputed cancellation date, for which C was considered to be liable. SP was required to confirm whether it had passed any information about C to a credit reference agency. It was also required to apply a credit equal to the charges incurred after the date C had probably cancelled the account once C had paid the remainder of the outstanding balance.

6.0 Carrier Pre-Select

6.1

C had a Carrier Pre Select service with SP which failed. This caused calls to be routed via a different SP which then charged for these calls whereas before the calls would be included in a package. SP accepted that the Carrier Pre Select had failed and therefore it was found that it should be responsible for the additional call charges.

SP was required to refund the cost of the calls during the disputed period upon receipt of proof from C of the amount, provide a letter of apology and a small goodwill gesture in respect of the poor customer service experienced in this case.

7.0 Credit Control

7.1

C complained to SP about incorrect billing. SP gave incorrect information to C about the charges and C paid the balance quoted. SP had misquoted the amount but agreed to provide credit for the difference and offered a nominal goodwill payment. SP put the account in dispute until the credits cleared the balance the following month. C completed a Subject Access form and SP returned the information outside of the stipulated 40 days. SP apologised and returned the chargeable fee. C then complained that credit rating had been marked as Status U and that this would adversely affect C's credit rating. SP advised that this marked the account as having no information for that month and would not adversely affect C's credit. C asked to terminate contract and referred the complaint to Otelo.

The Ombudsman considered that there had been shortfalls in the customer service but that SP had adequately compensated C for these. The Ombudsman therefore did not require SP to release C from the contract. The Ombudsman did not consider that there had been any financial loss resulting from SP's delay in returning the Subject Access information and confirmed that it was not within Otelo's remit to take action with regard to non compliance. The Ombudsman also considered that the Status U would not adversely affect C's credit status and was not an inaccurate reflection of C's account as the report showed that C did not have any arrears of payments on the account.

8.0 Customer Service

8.1

C complained to SP about the loss of broadband connection. C claimed that it was difficult to report the matter to SP and that when contact was made the standard of customer service was poor. After many checks the fault was established to be due to SP and not C's equipment. C therefore claimed compensation for the loss of service but SP rejected the claim.

The Ombudsman was of the opinion that SP had resolved the fault within the minimum period set out in the terms and conditions of service and there was no evidence that it was in breach of those terms. However, there was some evidence that SP had failed to respond to C's complaint fully and appropriately and this demonstrated a shortfall in customer service. SP was required to issue an apology for the shortfall and to apply a goodwill credit.

8.2

C's telephone service was taken over by SP. This came about as a result of the actions of SP's staff and was unwanted. When C complained the account was put through for cancellation but this failed due to a system error. Further complaint was made by C who wanted SP to not only cancel the account but return it to the preferred SP. It was confirmed by SP that it would cancel the account but C would have to arrange the transfer to another SP due to Data Protection issues. This was accepted during the investigation.

SP was required to provide an apology, a small goodwill gesture and a closing account to C.

8.3

C completed a house move and started to receive incorrect bills from SP. C complained but each month the bill was wrong and included call charges which had been routed through BT. SP agreed to credit the over charges but each month it continued and C refused to pay until C received an accurate bill. C paid one bill under duress and C requested the account be put on hold while the balance was disputed. SP disconnected C and commenced debt recovery action. C wrote to complain but received no reply. C complained to Otelo.

SP accepted that there had been shortfalls in its customer service and offered a goodwill credit to compensate C. The Ombudsman found that SP had not provided an accurate bill to C and required SP to credit the outstanding balance on the account and to provide a goodwill refund to compensate C for C's expenses and for the distress and inconvenience.

8.4

C experienced problems with SP's broadband service which were resolved after an engineer was booked but before the visit took place. The visit was cancelled by C. A charge was made for the missed appointment but SP then provided a credit for both the cost of the missed appointment and the calls made. The problem reoccurred and there was an exchange of correspondence. SP formed the view (mistakenly) that the issue was dealt with and the problem was cancelled. This was viewed as poor customer service.

SP was required to provide a small goodwill gesture in respect of poor customer service and ensure with C that the second issue had been fully resolved.

8.5

C's neighbour had the same surname as C and started to receive telephone bills from SP with C's name on. The neighbour did not have a telephone and passed the bills to C. C noticed that SP had C's bank details and had deducted payments from a Direct

Debit. C did not have a contract with SP and telephoned to complain and ask how SP had obtained C's bank details. C was advised to write to the Head Office which C did. SP ignored C's letters and also letters from the Citizens Advice Bureau. SP amended the address details and referred the account to a debt collection agency.

The Ombudsman considered that the customer service provided by SP had been very poor. It did not provide any explanation as to how it had obtained C's bank details, was unable to produce a recording of the telesales call, and failed to respond to C's letters of complaint. The Ombudsman required SP to compensate C for the poor customer service, close the account and credit the outstanding balance and to send a written apology to C.

8.6

C complained that SP renewed a contract without permission and failed to terminate it when requested. C complained but SP failed to adequately respond. SP then investigated the complaint made to Otelo and agreed that as the contract had been made with a third party that was not named on the account, it was invalid.

The Ombudsman concurred with SP, but also required an apology and a small goodwill payment in recognition of the shortfall in the customer service and lack of responses to C's letters.

8.7

C experienced an inadequate level of customer service from SP in its handling of the case. C lost the telephony service for a week and was without a continuous internet connection for approximately three months. The Ombudsman concludes C was inconvenienced by SP's handling of the case and incurred costs when seeking resolution to the complaint. The Ombudsman considers SP's previous offer of compensation a reasonable settlement to the complaint.

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

8.8

C installed a new business telephone system, but SP failed to inform C that the business number had been changed. C lost services for one day when the old number was reinstated. C complained SP failed to explain that DDI numbers had been changed, which affected C's business.

The Ombudsman considered SP had failed to keep C informed of changes to telephone numbers and acknowledged the inconvenience this had caused. SP were required to send a letter of apology and make a goodwill payment in respect of the shortfall in customer service

8.9

C had a contract with SP which C had taken over from a work colleague some time earlier and decided to upgrade the account. However, SP made an error in updating the sales account in the previous name, and not C's. C notified SP of this and it was rectified, but then C's Direct Debit payment was rejected. It was found that C may also have input the incorrect details. However, again, it was found that SP had rectified this immediately. At this point SP advised C of the outstanding balance but C did not wish to make a payment and then C's service was restricted. C therefore cancelled the newly instated Direct Debit and received a demand form a Debt Recovery Agency. C paid this and then left the matter for several months, yet C then received a further demand for more money. C complained to SP about this and it looked into the matter and provided C with a goodwill credit and apology for its initial errors. From the evidence and information provided it was considered that although SP had made mistakes initially, these had been rectified and SP had advised C about the outstanding balance. On this basis it was found that SP had provided C with fair and reasonable recompense for its errors and also that as C was still within the minimum contract term, the monthly service charges were valid. Therefore, no further action was required of SP.

8.10

C asked the SP to transfer an account as C was leaving her property and wanted the service at the new address. C was advised that this would be actioned however on moving this was not the case. C contacted the SP only to be advised that there had been incorrect information. C attempted to then cancel the account however SP failed to carry this out and C continued to receive bills. C made a number of attempts to cancel the account but to no avail. C cancelled the Direct Debit agreement and the SP referred the matter to the Debt Collection Agency.

The Ombudsman required the SP to provide C an apology for poor service and in recognition make a goodwill payment and also ensure no adverse information is held against C.

8.11

C cancelled an account with SP and opened a separate account with the same provider. SP cancelled the original account but continued to collect monies for it from C's bank account. This was accepted by SP and it was accepted that this amounted to poor customer service. As there were different views between the parties it was felt that the amounts paid and credited should be clarified.

SP was required to provide a letter of apology, provide the direct contact details of a manager that should take ownership of this problem. This person is to be available to discuss these accounts in the event that C is unable to agree the accounts that ntl should produce, produce accounts for both accounts from the time that the dispute started. These were to show all payments, debits, transfers and credits made on each account. SP was also required to refund any outstanding credit balance in the form of a cheque and provide a goodwill gesture in the form of a cheque.

8.12

C cancelled an account with SP. Despite collecting its equipment SP continued to deliver bills on a monthly basis. In its casefile SP accepted this complaint and confirmed that the account had now been closed properly.

SP was required to provide a letter of apology for the poor customer service experienced on this occasion, a goodwill gesture to be provided in the form of a cheque, a letter confirming that the account had been withdrawn from the debt collection agency and that no adverse entries had been made on any credit reference files held in relation to C.

8.13

C's account was restricted due to non payment. C blamed SP for entering the incorrect account number on the system. C transferred to another Service Provider and SP pursued C for costs. SP advised the Ombudsman that the incorrect details had been provided by C as the order had been placed online. SP cleared the outstanding balance as a goodwill. SP was required to provide assurance that the account had now been fully closed displaying nil balance; and to provide assurance that no adverse information has been recorded against the customer's name in relation to the matters raised in the complaint, and if any had, it has now been removed or amended.

9.0 Direct Debit

9.1

C found that SP with which C had previously held a contract but no longer did had debited monies from the nominated bank account. C complained and although there was email correspondence SP did not refund the monies it had taken. Further, when C made a Direct Debit Guarantee Indemnity claim SP did not honour it. SP accepted that these monies should not have been taken.

SP was required to refund the disputed monies in the form of a cheque, provide C with a goodwill gesture, in the form of a cheque, provide C with a letter of apology, explanation as to how SP had come to make the mistake leading to it mistakenly claiming the disputed monies from C and an assurance that this will never happen again and to immediately remove C's details from its database to ensure that there could be no repeat of this mistake.

11.0 Disconnection

11.1

C ran a business. C cancelled the business's telephone account with SP. SP cancelled the account before it was requested. This caused a disruption to C's business. C wanted SP to compensate C for the losses suffered. SP pointed out that its Terms and Conditions specifically excluded liability for business losses in the event of a loss of service.

The Ombudsman agreed that SP was not liable for business losses. SP was required to make a payment to C as a goodwill gesture to recognise the inconvenience caused.

12.0 Disputed Charges

12.1

C registered for landline, broadband and TV services with SP, but SP was unable to install them and C assumed the contract had been cancelled. Following the visit by SP's engineers, C's phone was cut off. The line was reconnected, but SP began to bill C for services C was not receiving and debited money from C's bank account. C complained, but the problem continued and SP failed to respond to C's letters of complaint.

SP confirmed that it failed to cancel C's account and acknowledged the shortfall in customer service C had experienced.

The Ombudsman required SP to send a letter of apology, provide C with a refund of all monies SP had deducted from C's bank account and provide an additional payment as a gesture of goodwill in recognition of the inconvenience and poor customer care C had experienced.

12.2

C disputes a number of international mobile telephone calls. C denies making these calls and has requested that the cost of the calls be waived. There is no evidence that the call charges were not accurately recorded therefore the Ombudsman maintains the charges as justified. SP offered a reduction of the bill in goodwill the Ombudsman accepts this as a generous settlement to the complaint.

In summary the Ombudsman requires SP to make a goodwill credit to the account.

12.3

The Ombudsman concludes the customer service demonstrate on this case was satisfactory.

Based on the information made available to him the Ombudsman considers high value calls were generated on C's account using a sim card that C was not using. In accordance with the terms of contract the Ombudsman is satisfied that the sim owner is responsible for the security of the card. The Ombudsman notes that SP attempted to contact C to advise of the high value calls and then placed a suspension on the sim.

In summary, the Ombudsman is satisfied that SP's offer to credit the account with was generous and it is correct to maintain the outstanding balance on the account. The Ombudsman directs SP to credit the account accordingly.

12.4

C complained that SP had charged C for telephone calls SP had not made. SP carried out an investigation and concluded that C had been charged correctly. C continued to dispute the calls. SP therefore suspended C's services for non-payment.

The Ombudsman was satisfied that SP had taken action to ensure C had been charged correctly, and therefore did not require SP to take any further action.

12.5

C received a bill with elevated call levels to a premium rate number. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault. The Ombudsman concurred with SP that according to the Terms and Conditions SP was not liable to reimburse C. SP was not required to take any further action.

12.6

C discussed a house move with SP and was under the impression that only 24 hours notice need be given to terminate an account. Calls were listened to and there was no support for this. SP accepted that it was clear by a certain date that C's account should have been disconnected and that this did not happen due to a problem. The failure to disconnect was viewed as poor customer service and it was acknowledged that this would cause distress and inconvenience.

SP was required to provide a revised invoice and refund any charges taken after the cut off date. Further SP was required to provide a goodwill gesture in respect of the poor customer service and to provide a letter confirming the steps taken an apology.

12.7

C returned from holiday to discover that charges had been raised which were disputed. SP stated that as C was abroad at the time of the usage, it could not be alerted any sooner to the usage and suspended the service when it was discovered. SP offered a credit to C.

It was concluded that C was accountable for the charges raised on the handset and that SP had charged correctly for the usage. The credit offered by SP was reasonable in the circumstances. However, C was not given call backs when promised by SP and this is a service shortfall.

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

SP was required to maintain its offer of the credit to C, offer a further goodwill credit for the lack of call backs, SP was required to send C a clear breakdown of the charges raised, send a letter of apology, offer C a repayment schedule to reduce the burden of the debt

12.8

C was given a handset to use by a third party. C then paid for the use of the service. C later wanted to transfer the account to C and contacted SP about this. There was a delay in the transfer process but it was eventually completed. C received high billing and complained about this to SP. SP explained that the billing was due to C being charged in the previous account holder's name and duplicated in C's account. The previous account holder had been refunded with the proportion of charges C had paid.

C then experienced faults with the handset and SP arranged for C to be provided with two replacement handsets. C did not retain the data on the original handsets and complained that it was SP's fault that C could not retrieve it. SP told C that C should have stored the data.

C then decided to cancel the services. SP did this and, as a gesture of goodwill, because C had been unhappy with the service, agreed to withdraw the early termination fee. C wanted compensation for the problems C had experienced from the time C was given the handset by the third party.

The Ombudsman decided that C had not been the account holder for some time prior to the transfer of the account and SP had no obligations to C during this time. The Ombudsman commented that SP could not guarantee a fault free service and had taken sufficient steps to address any faults. She concluded that the goodwill gesture SP had made about withdrawing a considerable early termination fee was appropriate redress for any problems C had experienced.

12.9

C used a phone whilst abroad and was surprised to find on return to the UK that high call charges had been incurred. C felt that once credit had been used on the account calls should not have been able to have been connected.

SP told the Ombudsman that the situation arose as the result of roaming international calls that were charged from delayed call-data and this meant that calls above any credit on an account could be made, until such a time as the delayed call-date was received and applied to the account.

The Ombudsman noted that C accepted having made the calls and that SP's terms and conditions did contain information about delayed call charges when making roaming calls. Due to delayed call-data C could not rely on credit on an account to manage call usage.

The Ombudsman concluded that the charges were valid and C was responsible. However it was noted that SP had capped the call charges and having done so, felt it appropriate that it maintain the offer.

12.10

C complained that SP allowed charges to build up for a premium rate service. C claimed that SP had notified its internet customers of the dialler issue but not its telephone customers. SP suspended the charges while C pursued the matter with ICSTIS but after a considerable time SP chased payment again. C sent many letters of complaint to SP and SP failed to reply to just one letter. SP maintained the charges.

The Ombudsman was of the opinion that there had been a minor shortfall in customer service in respect of the failure to reply to one letter. However the charges were considered to be valid and payable by C. SP was required to issue a small goodwill credit for the shortfall in customer service.

12.11

C alleges SP generated charges for non payment by Direct Debit despite C setting up a DD instruction as the method of payment on the account. C claims inconvenience and costs when pursuing the complaint. The Ombudsman considers it likely there was a shortfall in customer service on the handling of this complaint.

In summary the Ombudsman requires SP to:-

- investigate if C's chosen method of payment by Direct Debit is correctly set up and collecting payment each month. If it is found the Direct Debit instruction is not set up correctly, ntl is to contact C to make the appropriate arrangements.
- make a goodwill credit in recognition of the non DD charges plus the customer service issues raised; and
- issue a formal letter of apology addressing the handling of this complaint.

12.12

C was receiving mobile phone services from SP and was using a credit alert to manage the use of the service. C used the services whilst abroad and discovered that high charges had been accrued on the account without C being alerted by the credit limit. SP explained to C that there is a delay for charges for use whilst abroad due to the time taken to receive call data.

The Ombudsman concluded that C should not have relied on a credit limit as an effective tool for managing calls made whilst abroad. What SP had explained was correct and the charges were valid.

However, the Ombudsman was of the opinion that SP should consider reviewing its guidance on overseas use about the likelihood of a credit limit not applying when a phone is used to make roaming calls.

12.13

C was refused credit and found this was due to a default placed on C's credit file by SP. This was in relation to an unresolved matter that occurred approximately one year earlier. Upon notification of this, C complained to SP and it agreed to reduce the still outstanding balance, which C agreed to and made payment. However, the default remained and despite further complaints to SP about this, it maintained its position and the matter reached deadlock. Due to the time scales involved, the Ombudsman was unable to investigate the reasons surrounding the default, or any discrepancies C had about it being placed. However, the Ombudsman was obliged to consider the level of customer service provided to C since C's recent contact with it. It was found that SP had responded to C in a timely manner and explained its reasons for the default being placed, and the fact that SP had decided to reduce the outstanding debt initially, was welcomed. On this basis, the Ombudsman was satisfied with the level of customer service provided to C. In relation to the default, the Ombudsman recommended that C placed a 'notice of correction' on to C's credit file to highlight that the amount was in dispute. For the avoidance of doubt, the Ombudsman required no further action from SP.

12.14

After visiting a shop to buy a mobile phone for a family member C agreed to enter into a contract with SP on the advice that this would be cheaper. C received a letter from SP advising that there was an entitlement to 30 days free internet access up to 5MB, or about 500 pages. C acted upon this and allowed a family member to use the free connection. C then received a large bill and made enquiries as to what this was for. The phone was blocked until C paid the bill. C then received letters and calls from a Debt Recovery Agency. C made the payment but the phone remained blocked until C made further complaints to try and resolve the problem. The phone was reconnected as the payment was confirmed. C then received further bills and the phone was blocked again. This was due to further charges. C's relative confirmed accessing games but had not realised charges would be made. SP offered to credit the charges in accordance with the original offer but maintained the rest of the charges in accordance with the contract. C complained that the letter with the internet offer was misleading, that the terminology was not understood and that internet access was only made because of the offer that it was free.

The Ombudsman agreed that the 30 day free internet access to 5MB should be maintained but that C was responsible for the further charges incurred in accordance with the contract. This fact that this had been explained along with reference as to where further clarification could be obtained and therefore SP's offer was reasonable. C

was also responsible for any connections made from the phone. C's credit rating was not to be adversely affected by the incident as the requested payment had been made despite C's complaint, and a written letter of apology and a small goodwill gesture was to be given to C.

12.15

C received billing for two accounts which C claimed to know nothing about. C returned the billing to SP and explained that the accounts had been fraudulently opened. SP did not act on the information and the accounts remained open when a payment was received from another party. C was sent further billing and again returned this to SP.

Against the background of SP sending C billing, C was reluctant to sign disclaimer forms to disassociate C from the fraudulent accounts and returned the disclaimers to SP. C continued to receive billing and complained to the Ombudsman.

The Ombudsman felt that SP delayed in acting on the information C had provided which resulted in C being sent further billing. She concluded that SP should send C a letter of apology and make a small goodwill gesture in recognition of this shortfall in customer service which had caused C to be inconvenience by receiving further billing.

12.16

C complained that an account which was disputed with SP, has resulted in failure of a credit application. C complained to SP which investigated, but concluded that it had done no wrong.

The Ombudsman concurred with SP that as the debt was unpaid before it was referred to a debt collection agent and was only later cleared, the 'satisfied' entry on C's credit history was appropriate and that it would not, with a Correction Notice, have been the root cause for failure of the credit application. No further action was required.

12.17

C complained to SP for levying early termination fee charges for closing an account after 14 months. SP stated that the contract was subject to a five year period as this was agreed between C and the previous provider who SP had taken over. The Ombudsman appreciated SP's comments, due to there being no evidence of an oral agreement being made the Ombudsman required SP to remove the early termination fee charges and provide an apology to C for shortfall in customer service levels.

12.18

C's telephone line developed a fault. C's line rental provider repaired the fault. C complained that C's call provider, SP, had charged C for calls which C did not make

during the period there was a fault. SP argued there was no evidence that C had been charged incorrectly.

The Ombudsman decided that the evidence available suggested that C had been charged for calls not made from C's line. Therefore, SP was required to refund the amount C had been charged for these calls, and make an additional goodwill payment to recognise some poor customer service C had received.

12.19

C accepted a reverse charge phone call and when later this was billed discovered that there was a minimum usage period charge that would be applied. C complained that this had not been made clear and that full use of the period could have been made.

It was decided that it is a customer's responsibility to check and ensure that before accepting such a request they are aware of all the Terms and Conditions of the service. It was also found that there had been poor customer service in that letters had not been answered by SP.

SP was required to provide a letter of apology and a small goodwill gesture in respect of this poor customer service.

12.20

C incurred bank charges when SP tried to withdraw payments despite the Direct Debit method being cancelled. SP refunded the bank charges and gave C a goodwill credit. C declined the goodwill credit as C thought the offer was derisory. The Ombudsman was of the opinion that SP's final offer to credit C with a higher goodwill credit and close the account without penalty was fair and reasonable. The Ombudsman required SP to provide an apology for poor customer service levels and a goodwill gesture and to clear the outstanding balance and close the account fully without penalty charges being levied on the account.

12.21

C went abroad on holiday and used a mobile phone service provisioned by SP. C's service was disconnected when a credit limit was exceeded. C applied credit to the account but soon afterwards was disconnected once again. When C later received billing C noticed duplicate charges and complained about both matters to SP. SP explained that there was a delay in call-data being received for overseas calls which explained the reason C had experienced further disconnection. SP also explained that C had used a calling card to make calls which generated duplicate charges, which SP was prepared to credit as a gesture of goodwill.

The Ombudsman came to the conclusion that the charges were valid and C was responsible for them. She felt it appropriate that SP should maintain the goodwill gesture it had offered C of crediting duplicate call charges arising from the use of a

calling card. She also noted that SP was also prepared to cancel C's agreement within the minimum term without penalty. The Ombudsman decided that SP should also maintain this goodwill gesture it had offered.

12.22

C complained to the SP about it failing to provide services that were offered free previously. The SP stated it had no record of the offer and maintained the charges. C then requested cancellation of the account, and after letters were not actioned, complained to the Ombudsman. The SP highlighted that none of these written requests had been received, and stated that C's services had now been cancelled due to non-payment. C provided copies of three written cancellation requests.

The Ombudsman considered that there was no evidence to suggest that the SP's charging was incorrect, but concluded that the SP should have cancelled the services from C's requests. However, it was evident that C still had full use of the services until the date of restriction and concluded that C should pay for all services to this date. In resolution, the Ombudsman required the SP to send a letter of apology, cancel the account and all charges from the date of the service restriction, provide a full breakdown of the amended account, and ensure the adverse credit information was shown as 'satisfied' but only after the outstanding balance has been cleared.

13.0 Equipment

13.1

C took a broadband service with SP that there was difficulty in operating. After investigation it was felt that the reason for the poor performance of the computer was due to its age and lack of capability. Further there were issues relating to the Direct Debit set up by C. It was felt that the problem stemmed from incorrect details being given when the account was set up but it was also noted that as C was aware of the problem there was an onus on C to make payment in an alternative manner. Customer Service was found to be of a good standard.

No further steps were required of SP in this case.

13.2

C ordered a wireless enabled broadband service package from SP but SP delivered the wrong equipment for it to be used and when a connection was made C lost the vital use of a fax machine. C complained to SP about the problems but they were not resolved.

The Ombudsman decided that SP should ensure that it sent C the correct equipment to enable the service to be used and to look into the fax problems C had experienced. The Ombudsman also concluded that there had been many shortfalls in customer service in

this case. C had complained about the matter over a six month period and letters C sent went unanswered. The Ombudsman decided that SP should send C a letter of apology and make a goodwill gesture to C in recognition of the shortfalls.

15.0 Faults (Line)

15.1

C complained that there was a total loss of service for some days. C then requested a transfer to another service provider and later disputed the last bill. SP investigated but found the final bill was correct. C complained again, but SP failed to respond, thinking the matter had been cleared. SP later stated that C was entitled to compensation for the services 'down time'.

The Ombudsman considered the actions taken by SP were reasonable, but the referral to a credit agency was premature and there had been a shortfall in customer service due to the lack of responses to C's letters. An apology was required and a small goodwill payment.

15.2

C said that SP installed two lines across C's garden without permission. C disputed this with Sp and eventually requested the removal of the pole situated in C's garden. C was informed C would be contacted by a survey officer to arrange a site visit but approximately three months later C has received no such visit or resolution to the situation. Sp provided a case file which included a copy of the account records and the order to remove the pole.

The Ombudsman said that the delay appeared to be due to the survey officer not contacting C. This was viewed as a shortfall in customer service. Sp to send C a letter of apology and credit the account with a nominal goodwill payment. SP to arrange a site visit as soon as possible and to ensure that C is kept informed on a weekly basis.

15.3

C received calls from various people telling C that calls were being made to their numbers. C raised this issue with SP who tried to investigate the matter. SP advised that it initially conducted an investigation into the matter, but closed the case as C had told SP's Agent that the matter had been resolved. The Ombudsman found that there were no calls logged against C's account for three months, this suggested that the issue had been resolved. Nevertheless, C provided a copy of an email addressed to SP's High Level Complaints that suggested attempts had been made by C as the matter had still not been resolved. On the balance of evidence available it was considered that SP had not resolved the issue and not taken ownership. SP was required to provide C an

apology for poor service, provide a goodwill payment and make arrangements for the telephone line to be tested.

15.4

C reported a line fault to SP and a visit by an Engineer was arranged. The Engineer was unable to gain an answer at C's home and went away. C contacted SP again and a further appointment was made for the Engineer. The next available day for a visit was after the weekend period but over the weekend C fell and was unable to obtain assistance by means of a help alarm which operated over the telephone line. An Engineer attended the next scheduled appointment but was unable to complete the repair and went away. C complained that service was not restored for seven days and this placed C at risk. C wanted compensation for injuries exacerbated by being unable to obtain assistance.

The Ombudsman noted that at the time of the incident C had not been registered with SP's Special Need Priority Service and under the terms and conditions of the service, SP could not guarantee a fault free service. The Ombudsman was satisfied that SP had tried to repair the fault as soon as possible and that SP had not obligation to pay compensation to C.

However, the Ombudsman also concluded that there had been shortfalls in customer service in SP not providing call-backs and C considering Advisors to be off-hand. SP had sent C a letter of apology about this and had offered to apply a goodwill gesture to the account. The Ombudsman was satisfied that the goodwill gesture was appropriate to the circumstances and SP should maintain it.

15.5

C complained that SP provided poor service for various reasons including repairs not being completed and incorrect charging. SP investigated and found that most of the issues had already been addressed and cleared, however, it had referred C to a debt collection agent.

The Ombudsman concluded that there had been a minor shortfall in customer service and that the referral to the debt collection agent was incorrect, for which an apology was required. SP was also required to ensure that C's credit reference was unaffected.

15.6

C ordered SP's telephone and broadband package. C had a fault on her phone and experienced a lot of difficulty in getting through to SP to report the fault. C also encountered problems with the broadband service and when downloading the firewall and anti virus programmes her PC crashed and incurred repair costs. C wrote to complain and cancelled her contract. SP delayed in providing a MAC code, failed to reply to C's letters and referred the account to a debt collection agency and failed to refund the connection fee.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP but did not accept that SP was responsible for C's PC crashing.

The Ombudsman required SP to credit any outstanding balance on the accounts and to provide a refund, of the broadband connection fee plus an additional goodwill payment to compensate C for her telephone and postage costs and for the distress and inconvenience.

15.7

C complained that several faults resulted in total service failure. C complained to SP which stated the service would be reinstated soon, it also took remedial action, but on the occasion of the second fault it made an error which left C without a service at all.

The Ombudsman considered the issues were beyond SP's control, but insufficient information was provided to keep C up to date. A goodwill payment, apology and reimbursement of costs was required of SP.

15.8

C claimed had fault with SP for six weeks. C then transferred service to another provider and Sp charged C a termination fee. C requested compensation for business loss and disputed the termination fee. Sp said that the fault was found to be with a pole and aerial cabling that needed replacing. This took approximately five weeks due to permissions needed for the work to be done. Sp said that C was liable for termination fee as C had agreed to a three year contract. Sp also not liable to compensate C for business loss. SP proposed to reduce termination fee by 20% as goodwill.

The Ombudsman said that SP had done everything it could to resolve the repair problem and could not be held responsible. Sp not liable to pay compensation for business loss and C also liable to pay the termination fee. The Ombudsman said that SP's offer to reduce the termination fee was reasonable.

15.9

C's telephone line developed a fault. C reported the problem. There were customer service problems, but it appeared that SP eventually resolved them. However, several months later, the fault reoccurred. C tried to report the problem, but SP ignored the communications that C made.

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

19.0 Installation

19.1

C ordered a new system and requested that its telephone number be retained. However, this was only possible if C paid extra. C was provided with an alternative option by SP to pay a small amount to have the number changed back after the installation and C found this to be acceptable. However, this was not the case and SP was unable to do this for the original amount. C complained to SP and SP offered to reduce the amount, but C was rejected the offer and wished to cancel the contract.

The Ombudsman concluded that SP had processed the order correctly, but SP had misled C into thinking that it could retain its old number for a minimal charge. Therefore, the Ombudsman required SP to arrange for the number to be changed for the original quote and SP would have to pay the rest. SP was also asked to check that C had been billed correctly.

19.2

C agreed to a broadband service with SP but C was unable to connect using the modem provided. C incurred costs when purchasing a new modem and seeking IT assistance but the service was not accessed. C asked to cancel the broadband service but SP claimed that C was tied into a minimum contract period. C denied having signed a contract and SP was unable to provide a copy. C refused payment and SP chased payment, threatening court action. C stopped opening letters and claimed that SP was making unreasonable and very frequent demands.

The Ombudsman was of the opinion that SP had provided the service and that C was unable to access it due to the use of other equipment rather than that supplied by SP. SP offered technical advice which C chose to ignore. C also maintained contact with SP despite complaining that SP was chasing payment. As SP had provided the service and simply responded to C's requests, action was not required of SP. The Ombudsman could see no reason why SP should not chase payment of the outstanding balance.

19.3

C agreed an order with SP and confirmed C's preferred installation to date to SP but then one month later C received a first response form SP advising that the order had not progressed and that the installation date would be three weeks later. C complained about this and also the fact that C had only recently found out that the contract was for a much longer period than expected, maintaining that C had never been informed of this previously. SP accepted its delay and offered to reimburse C finally for a certain period, but C was unhappy with this. SP also offered C a goodwill payment, but again this was declined. The investigation found that although it was clear that the delay was due to SP, it could not alter the liability period in this instance due to its purpose. Nevertheless, it was considered that SP should increase its goodwill proposal in lieu of this. In relation to the contract term, no party provided any specific information for

investigation. However, as it was considered reasonable that C would have assumed there would be some sort of minimum contract term, it was proposed for SP to allow C to be released from the contract without penalty, after an initial 12 month term.

20.0 International Call Charges

20.1

C went on holiday abroad. While on holiday, C used C's mobile phone. When C returned home, C discovered that SP had charged C a substantial amount for the costs of calls. C claimed SP had misinformed C about the cost of calls made while abroad. C also stated that SP should have warned C about the increasing cost of calls. C complained that although a payment plan was agreed, SP had referred C's account to a debt collection company.

The Ombudsman was of the opinion that there was no evidence to suggest C had contacted SP before going on holiday to query the cost of calls. It was also accepted that there could be delay in SP receiving call data from abroad, and therefore it was not reasonable to have expected SP to contact C to warn of the accumulating call charges. It was clear that although C had offered to pay off the disputed amount over several months, SP had not accepted this offer as the monthly payment was too low. Therefore, the Ombudsman concluded that SP was entitled to refer the account to a debt collection company. No further action was required.

20.2

C contacted SP after receiving charges which were disputed. SP did not reply to Otelo.

It was concluded that without any supporting comments or presented evidence from SP, C has been mis-advised at the point of sale regarding the process of using the prefix number to dial International numbers. C has also not been shown a level of service normally expected or a reply to correspondence sent.

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

SP was required to calculate a re-rate of the International call charges applying the initial rate offered and refund the charges to C via cheque, SP should also offer C a goodwill gesture credit of as a goodwill gesture which includes the credit initially offered and send a letter of apology

22.0 Internet Connection

22.1

C was receiving an internet dial-up service from SP when C had problems firstly with a line fault and then with connection problems. C complained about these and SP repaired the line fault and offered C Fixed Rate compensation for it. C continued to have internet connection difficulties and demanded that in addition to the line rental compensation that SP make substantial compensation for the Internet problems. SP accepted that there had been delays in dealing with internet connection problems that C had reported and whilst C was only entitled to receive compensation for line service it was prepared to make a goodwill gesture to C. C refused the goodwill gesture and wanted substantially more compensation and stated that this compensation would be doubled on a daily basis.

The Ombudsman decided that SP was only obliged to make a fixed rate compensation award to C for the loss of line service. The terms and conditions of the agreement for the Internet service stated that SP only had to try to repair faults as soon as possible and there was nothing about SP having to make any compensation awards. There had however been some delay with SP in responding to some of C's complaints about the Internet problems and the goodwill gesture SP had made was an appropriate one.

The Ombudsman came to the conclusion that SP should ensure that C received the Fixed Rate compensation for the loss of line service and that it should renew the goodwill gesture it had made.

22.2

C complained that SP had disconnected C's broadband account without notice and would not reconnect the C. SP said that it was not providing any Broadband service and was billing only for a landline. C said that SP was hacking into his broadband account and his satellite system, although C had no evidence of this. SP agreed to provide Broadband and make a goodwill gesture payment equivalent to 12 months Broadband C declined as C wanted to specify the date that the service was activated.

The Ombudsman found that SP had not charged for the broadband rental and that there was no evidence that it had been providing the service after the disputed date. The Ombudsman required SP to contact C again and offer to provide the broadband service and to offer the goodwill gesture again.

24.0 Mis-selling

24.1

Based on the information provided SP misadvised C about the suitability of a contract during the initial sales discussion. C was not able to use the services or packages sold and in addition due to a fault with the handset incurred huge charges. SP recalculated the outstanding balance on the account. The Ombudsman considers there has been an

inadequate level of customer service demonstrated on this case. C incurred costs and experienced gross inconvenience when seeking resolution to the complaint.

In summary the Ombudsman required SP to review both accounts to check if a credit for the first month was applied and if not take the appropriate action; And ensure that the non direct debit administration charges were credited to the account in goodwill. Also to cancel both accounts without penalty on payment of the overdue account balance to date of suspension dates and make a goodwill payment in recognition of the customer service issues raised and the costs C incurred. SP to recalculate the accounts in view of the above directions and maintain the outstanding balance on the account. Provide a letter of apology including and assurance that C's credit history has not been adversely affected by its actions.

24.2

C received a flyer from SP about its service and therefore agreed to go ahead with it, however, when C received the instructions, despite having been advised of the minimum computer requirements, C could not install the service. SP advised C that this was due to the computer not having enough memory, but C maintained that the information received did not detail this amount, but a much smaller amount of memory. C argued that C had been mis-informed and complained to SP but it maintained its position. The investigation found that in line with SP's Terms & Conditions, it was the customer's requirement to check the minimum computer specification and it was clear that C had opportunity to do so. However, it was also evident that C had received mis-information from SP about the required specification of memory. The investigation also found that C received shortfalls in customer service from SP in response to C's complaint. Therefore, it was proposed that C should be allowed to cancel the account without penalty and be refunded the initial connection fee as it was clear C had not used the service. However, this was based upon C sending the equipment back to SP.

24.3

C claimed to have been misadvised and received poor service from SP. SP acknowledged that there had been a shortfall in service levels and apologised for this. The Ombudsman found no evidence of mis-selling and noted that this issue was raised three months after the broadband service was activated. Nevertheless, the Ombudsman required SP to provide an apology for poor customer service and in recognition a goodwill payment; to provide a credit refund of two months line rental for the broadband and telephone service; and to allow C to terminate all services with SP without any penalty charges.

27.0 Number Porting

27.1

C agreed to a contract with SP via a dealer and provided the dealer with a Porting Authority Code (PAC). C contacted the dealer after a few weeks as the numbers had not been ported and the dealer agreed to chase the issue up with SP. However, porting of C's numbers did not happen. C contacted SP requesting cancellation of the contracts. SP explained C would be liable for an early termination fee and told C it had never received the PAC. C disputed this and wanted to be released from the contracts without penalty.

The Ombudsman could find no evidence that the dealer had provided SP with information necessary to port C's telephone numbers and considered SP was not at fault for the delay. However, SP had failed to update C's contact details or provide a promised conference call. SP was required to apply a credit to C's account as a gesture of goodwill, confirm C's correspondence address had been updated and port C's numbers if C provided PAC.

28.0 Payments

28.1

C entered into contract with SP for landline and broadband services and completed a Direct Debit mandate. The Direct Debit mandate was rejected by the bank and SP tried to recover payments. C confirmed that the bank had received the Direct Debit but that SP had not presented for payment. C was given conflicting information from SP regarding the status of his Direct Debit. C did not make any other method of payment and SP commenced recovery action and disconnected his services. C wrote many emails and letters of complaint and telephoned on numerous occasions to try and get the Direct Debit sorted out. SP failed to respond to C's complaints and the account was passed to a debt recovery agency.

The Ombudsman found that the customer service provided by SP was poor but that the situation was aggravated by C's failure to make any payment on the account. The Ombudsman required SP to provide C a goodwill credit for the poor customer service. On payment of the remaining balance SP was required to restore C services.

28.2

In error, SP reopened one of C's old accounts, and started to take payments by Direct Debit. C complained. SP undertook to refund the payments. SP did not do so. C decided to cancel C's active account with SP. SP ignored the cancellation request.

The Ombudsman required SP to refund the payments taken in error, backdate the cancellation of C's active account to the date when it was originally requested and make a payment to C as a goodwill gesture to recognise the inconvenience caused.

28.3

C changed bank accounts and C's bank provided SP with the new details and SP then wrote to C to confirm these. However, despite one of C's Direct Debits being taken, the other was not and this caused C to incur a reconnection charge after having been cut-off. However, due to the non-payment, SP had then cancelled the Direct Debit and therefore C was cut-off again for non-payment and incurred a further reconnection charge as well as a late payment fee. C complained to SP about this and although it initially rejected C's complaint, it then applied a credit to the account to cover some of the charges. However, C remained unhappy and decided to cancel the account and then found that the account had a high credit balance but despite SP agreeing to refund this, it did not happen. The investigation found that SP was in error for not updating its systems despite clearly having had the new information available but it was also noted that it had since applied credits to the account so that it was in credit at the time of disconnection. Nevertheless, it was also clear that C had received several shortfalls in customer service from SP throughout. Therefore, it was proposed for SP to confirm the closure of the account with a zero balance, and also provide C with a cheque payment that covered both the remaining credit balance and also a further gesture of goodwill. An apology was also required.

29.0 Premium Rate Services

29.1

C received a telephone bill from SP. C had been charged for a number of calls to Premium Rate Service numbers. C disputed making the calls. C complained. SP carried out checks and concluded the calls had been made from C's line. SP maintained the charges were accurate. C withheld payment. SP suspended C's account and referred it to a debt collection company.

The Ombudsman was satisfied that SP had carried out sufficient tests to be able to conclude C had been charged correctly, and did not require SP to take any action.

32.0 Refunds

32.1

C transferred to another provider and rang SP to ask about a refund for the over payment of advance rental charges. C was promised a refund within one month. C telephoned again on many occasions and wrote but was unable to obtain the refund.

SP apologised for the delay and agreed to refund C and provide an additional goodwill payment for the poor customer service. The Ombudsman considered SP's offer to be reasonable and required SP to maintain it.

34.0 Service Transfer

34.1

C experienced problems transferring service to the new address. Despite contacting SP about this the service was not transferred in time. C terminated the service with SP. SP later billed C despite receiving the cancellation request. SP later backdated the charges. The Ombudsman was of the opinion that C had received a shortfall in service levels and required SP to provide C an apology for the shortfall in service and a goodwill payment in recognition

34.2

C moved home. C asked SP to transfer the broadband service it was providing to C's new address. SP failed to do so. C complained. SP assured C that the service would be activated. However, the service was never activated.

In its submission to the Ombudsman, SP admitted that it had failed to activate the service. SP was required to take action to complete the order, and to make a payment to C as a goodwill gesture to recognise the inconvenience C had been caused, and the costs C had incurred.

34.3

C requested that calls and line rental be transferred from a business account to a residential account. SP transferred line rental only to a residential account and as it was unable to support line rental only, disconnected the residential account, but continued to charge C for calls against the business account. C complained SP had also deducted payment by DD when a cheque had already been sent to it.

SP confirmed it had made an error when transferring C's services between accounts. It offered to apply a credit as a gesture of goodwill.

The Ombudsman considered SP's error had caused C considerable inconvenience and that C had received an unsatisfactory level of customer care. There was insufficient evidence to determine whether C had been charged twice, but C indicated that an indemnity claim had been made and the Ombudsman was satisfied no refund was due.

SP was required to send a letter of apology, make a payment as a gesture of goodwill, provide C with details of any credits applied to the accounts and confirm that both accounts had been closed with a zero balance.

34.4

C contacted SP to arrange to transfer her telephone number to her new address. C did not give sufficient notice and was without a telephone service for 26 days. C complained and SP offered a goodwill credit to cover line rental charges for the period C was without a service.

C then received a bill for an engineer visit which C objected to. C wrote to complain and asked for an explanation as C had not been told there would be a charge. SP did not reply to C's letters and failed to make promised call backs. SP disconnected the service for non payment and C paid under protest. C complained to Otelo.

The Ombudsman accepted that the delay in transferring the service had been dealt with satisfactorily by SP. With reference to the engineer visit charges, SP stated that it had listened to the initial call and was satisfied that C had been made aware of the charges. The Ombudsman was not provided with a recording of the call and noted that SP accepted that C had not been told the amount. The Ombudsman had no reason to doubt that C had not been told of the charges. The Ombudsman also found that SP had failed to reply to C's letters and phone calls.

The Ombudsman therefore required SP to provide a goodwill refund of the engineer visit charges and required SP to compensate C for the poor customer service.

34.5

C arranged to transfer all services away from the SP, but then complained that the company had cancelled these slightly earlier than requested. C then cancelled the final Direct Debit meaning the SP started to chase C for payment. C stated that the final payment was incorrect and should have been changed pro-rata, although the SP disputed this point stating the cancellation had taken place on the arranged day. A long running dispute ensued with the SP adding administrative charges and passing the account to a debt recovery agency.

On review it was concluded that there was no evidence of an error being made by the SP, and that in such circumstances it was entitled to follow normal collection procedures. However, it was welcomed that the SP had subsequently cancelled the account and outstanding balance as a gesture of goodwill, whilst also ensuring any adverse credit information had been removed. The SP was required to provide written confirmation of these facts, but no further action was required.

34.6

C requested to cancel their account as SP was unable to transfer the services to a new address. SP failed to cancel the account and C incurred further charges. SP eventually cancelled the account. C experienced a poor level of customer service.

The Ombudsman required SP to refund all service charges incurred by C after the account should have been transferred. SP was required to make a goodwill gesture and write a letter of apology for the shortfall in customer service that had occurred.

34.7

C requested the transfer of business lines to new premises. However, due to acknowledged errors by the SP, there was a delay providing the new service. C complained that this had resulted in some business losses and the SP made an offer of compensation. This was rejected by C, highlighted that a larger payment should be made in full consideration of the problems this had caused their company. The SP failed to provide any information relating to C's complaint.

It was concluded that the offer made by the SP was reasonable in such circumstances, as C had failed to provide any evidence of the losses involved and the Terms and Conditions outlined that the SP would not accept any responsibility. In light of this, it was proposed that the SP should send a letter of apology and maintain the goodwill offer previously made.

34.8

C requested the cancellation of a mobile account, and the SP offered to provide a PAC code so that the number could be ported. However C appeared to misunderstand the advice provided and believed this would indefinitely retain this number at no charge. C subsequently complained to the SP when further bills arrived, with the SP correctly explaining how a PAC code works. C then cancelled the account but disputed the original advice provide and the charges involved. The SP maintained these were correct.

It was concluded that the SP had acted correctly, although there was clearly a doubt over the information provided by its advisors, with there being evidence to suggest the SP had failed to provide written confirmation of the use of PAC codes within any of its literature. There was also evidence to suggest that the SP had failed to reply to some of C's letters, and with this in mind the SP was required to send a letter of apology and cancel the outstanding balance as a goodwill gesture, although any adverse credit information was to remain on C's record.

34.9

C complained that SP failed to complete a house move and properly that it maintained billing at the old address as well as the new one. C complained, but SP failed to investigate fully. After the matter was brought to the Ombudsman, SP reviewed the case again and acknowledged there had been poor customer service and that C was due the full refund claimed.

The Ombudsman considered this was generous of SP as C had had a year of bank statements to notice the incorrect payments, but a requirement was made of SP to

complete the full refund, make an apology and provide a goodwill payment for the inconvenience.

36.0 Tariffs

36.1

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

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

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

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

36.2

C was a mobile phone customer of SP. Under the agreement, C was entitled to call several nominated landline numbers for free. C called SP to change one of the nominated numbers. SP failed to do this. Therefore C was charged for calls to the number. C complained. SP failed to respond until shortly before the Ombudsman considered the complaint. SP credited C's account equivalent to the cost of calls which should have been free, and an additional amount to recognise the inconvenience C had been caused.

The Ombudsman was satisfied with the action SP had taken to resolve the complaint. SP was required to write to C to confirm when the credit had been applied to C's account.