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## **1.0 Auto Diallers**

### **1.1**

C requested telephone service with SP and a date was agreed. A long period ensued without C receiving service and, in spite of complaints from C; a long period elapsed before the service was supplied.

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

## **2.0 Billing**

### **2.1**

C agreed to place an internet facility on the account but then received notification from SP that C had passed the credit limit due to high usage. C complained to SP about this but SP maintained the charges, advising C that despite having been making calls, the internet facility had not been turned off, resulting in the high call charges.

The investigation found that C had agreed to the internet facility and was fully aware of the charge for it. It transpired that the high spend resulted in C having left the internet facility on for some time, while making a call at the same time. There was no evidence to suggest the charges were not valid and correct and, therefore, the investigation saw no reason to say why they should be removed. However, the investigation also found elements of C having received poor customer service from SP. Therefore, it was proposed for SP to apply a goodwill credit to the account and also provide C with an apology.

### **2.2**

C disputed an outstanding debt with SP believing that the balance had been cleared some time ago. The SP continued to pursue C for this outstanding balance and C continued to dispute it. C stated that they had received an inadequate level of customer care.

The Ombudsman concluded that SP should supply C with detailed list of charges incurred on the outstanding call charges.

### **2.3**

C sent a cheque to SP for C's monthly subscription. SP sent monthly statements showing that cheque had not been received. C sent SP copies of bank statements and the cheque. SP did not take ownership of this and told C to contact the bank to trace the payment. C was advised that the cheque had been cashed, and this could only have been done by the SP. SP still denied cashing the cheque but credited C's account with the monthly subscription.

After reviewing the case, the Ombudsman decided that C had not lost out financially as SP had credited C's account with the proceeds of the cheque. However, the Ombudsman was disappointed with the poor level of customer service provided by SP, and asked SP to credit C's account with a goodwill gesture and to issue a letter of apology.

As SP had withdrawn its services, the Ombudsman also suggested that C contacted SP with a view to paying the outstanding balance and restoring services.

## **2.4**

C ordered a service from SP. C received the equipment but it was intended for a residential service. SP advised it would change C to business and C received correct equipment and connected. C was paying by direct debit but then received a bill and a reminder letter. C discovered they were paying for both residential and business broadband. C requested cancellation of the residential charges and several days later C's broadband was disconnected. C discovered that business broadband had never been provided. C then had to wait for business broadband to be connected and due to the loss of broadband C lost their job. C requested compensation from SP and cancellation without penalty. SP offered a goodwill payment which C remained dissatisfied with. SP failed to provide a case file and so its views were not taken into account.

The Ombudsman was concerned that SP failed to resolve the confusion with the residential and business service and also billed C for two services. In recognition of the poor service received the Ombudsman required SP to award a goodwill payment, refund all business broadband rentals and cancel without penalty.

## **2.5**

C had supply of telephony and narrowband internet services with SP. The C cancelled the services, but SP did not cancel the narrowband service and continued to bill, despite C making numerous complaints regarding the issue.

After SP had been asked for its case file, it made a full refund of the overcharges to C.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused. It also required the SP to confirm that the credit file of C would not be negatively impacted as a result of the complaint.

## **2.6**

C advises they cancelled their services with SP and then found out 12 months later they were still be charged for their internet dial up service. C would like a refund of the payments they have made. C also complains of unanswered letters. SP advises C requested to cancel an account which was for their landline services only. SP acknowledges there has been a shortfall in the customer service C received.

The Ombudsman found that C had received a response to their letter some three months later. This delay in responding was considered to be a shortfall in the service C received and SP was required to apologise and award a gesture of goodwill in recognition of this. It was found that C had only cancelled their land line service; however, C had been previously mis advised regarding a refund. SP was required to award a gesture of goodwill in recognition of this.

## **2.7**

C advises their bills have increased in size and would like an explanation into why this is. C would like additional time to pay the outstanding monies owing. C complains of unanswered letters and nobody taking ownership of their complaint. SP does not comment on any of the points C raised but advises it has credited some monies to C's account as a gesture of goodwill.

The Ombudsman found that C had not specified what bills they were disputing. In the absence of this information being provided it was impossible to provide a probable explanation into why their bills had increased. SP was required to provide a single point of contact with who C could discuss their bills. The payment procedures used by a company are outside the remit of the Ombudsman so C's request of a payment plan could not be commented on. In the absence of SP commenting on the levels of customer service C experienced it was considered reasonable to except C's explanation. It was considered C had experienced a shortfall in customer service. SP was required to apologise and award a gesture of goodwill in recognition of this.

## **2.8**

C purchased a data card tariff from SP and used this for several months, but then C received a larger than normal bill. C contacted SP and was advised it would be investigated, but to carry on as normal. However, C then received a further large bill and SP maintained the charges were correct. C maintained that C had not used C's laptop when some of the usage had occurred. SP offered to reduce the disputed amount by half, but C declined this.

In this instance, the investigator considered it more than likely that the charges were valid and correct as not only had SP investigated this internally, but also C had not disputed the majority of the (almost) daily usage, only parts of it. Although C may not have necessarily been using the laptop, it was considered possible for data to still be transferred if a connection remained. The investigation did also consider that due to the unfamiliar high spend, SP would have been in a position to take actions on the account

from the first high bill at least, however, the investigation was satisfied that SP's proposal, taking into consideration the validity of the charges and C's accepted usage, was fair and reasonable in this instance. Therefore, it was proposed for PS to retain this offer to C.

## **2.9**

C contacted SP to change address as C was moving. SP should have ceased the old account on a certain day and opened a new account for the new address. However, old account was amended, but the new address was entered wrong. C raised several billing queries with SP and that one of the accounts have been referred to a debt collection agency.

The Ombudsman concluded that C had been charged incorrectly and refunds were due. SP was also required to clear and close the old accounts, remove any defaults from C's credit file, send a letter of apology and apply a goodwill credit for the shortfall in customer care.

## **2.10**

C complained that a telephone bill had risen substantially over a period of one month. SP investigated and found that C's usual telephone usage had increased during that time and therefore requested payment under its Terms and Conditions.

The Ombudsman considered that C was liable for the telephone call charges, but requested SP award C a goodwill gesture in view of the customer service failings when C had contacted it to dispute the charges.

## **2.11**

C received a bill from SP with charges for text messages made within the UK which C disputed making as C was out of the country. C complained to SP about this and it agreed to refund those charges but then C examined the billing further and found other discrepancies such as multiple text messages being sent to a single number and charges being incurred for the same dates, but on separate bills. Again, C complained to SP about this and although it advised the matter would be looked into, no further response was received.

Although SP had acknowledged and resolved the initial billing error C had identified, it maintained no other errors had occurred. SP offered explanations to C's queries such as delayed network billing and long messages leading to multiple messages. From the billing evidence provided, the investigation was satisfied that those explanations were likely explanations for the disputed text messages, particularly as there was clear evidence that C had been sending multiple text messages to other numbers too. In this instance, there was no conclusive evidence to indicate any other billing errors. However, it was found that C had received a shortfall in customer service with SP's lack of

response to the complaint. Therefore, it was proposed for SP to apply a small goodwill credit to C's account and also provide c with an apology.

### **2.12**

C signed up for SP's broadband service and was unable to connect to the service despite many calls to SP's technical team. SP eventually agreed to release C from the contract but C maintained that charges were being incurred. C believed SP had agreed to clear the balance due to issues with the broadband however; SP maintained that C was liable for call charges. C applied for a MAC code and SP took nearly three months to supply it.

The Ombudsman required to refund additional broadband charges and call charges incurred when contacting it, to make a goodwill payment and to contact C to discuss the call charges.

### **2.13**

C advises they called SP to enquire about transferring their service to it but decided against it. C found their service had been transferred against their wishes. C has now transferred back to their original service provider but has continued to receive bills from SP. C would like the amount owing on the account waived. SP advises C's line has been ceased but it failed to cease the billing account which generated the bill. SP proposes to waive this bill.

The Ombudsman agreed the bill should be waived as C had never requested service from SP. SP was required to ensure C's billing account was ceased and confirm in writing this had been done. It was considered a shortfall in service SP had failed to cease the billing account when the line was ceased. SP was required to apologise and award a gesture of goodwill in recognition of this.

### **2.14**

C complains that there was a delay in receiving a refund for overcharges and requested that a goodwill payment was in view of the problems caused whilst pursuing the complaint. SP confirmed that the charges had been refunded and but would not award a goodwill payment.

In view of the delay in the charges being refunded and the inconvenience caused to C, the Ombudsman considered that an apology and goodwill payment should be provided by SP.

### **2.15**

C received a bill from the SP which wasn't in their name. C complained that a person in the same street had been able to open an account using their address. C stressed that

the other person was in no way connected. However, the Sp failed to resolve this matter and the bills continued for six months. C outlined making several attempts to resolve this, adding the customer service was very poor. C then tried to resolve this in writing but the SP failed to respond.

After reviewing this matter it was concluded by the office that this matter may be resolvable without a formal investigation. Following a telephone call with the SP, it was agreed that it would ring C to see if this was the case. This led to a goodwill payment being agreed. The SP advised C that it would ensure the address details were amended.

## **2.16**

C asked SP to place call barring features on the phone line to prevent mobile calls, premium rate calls and calls to directory enquiries. It was not possible for SP to bar all these calls and C's phone was subject to excessive use resulting in a high quarterly bill. SP did not advise C of the limitations of call barring or of alternative ways to control the use of the phone.

The Ombudsman directed the SP to refund C's account in respect of mobile and directory enquiry calls and ensure C's credit file was not adversely affected by its actions. The Ombudsman directed SP to write a letter of apology and make a goodwill payment.

## **2.17**

C complained that the supplier failed in providing a service, but when it was cancelled, C complained that it maintained the charges. C complained, but the supplier did not respond adequately. It did offer a goodwill payment, but as C had no response or investigation into the complaint, it was refused.

The Ombudsman considered there had been poor customer service for C and required an apology and goodwill payment.

## **3.0 Broadband**

### **3.1**

C's company moved business premises and SP ordered broadband when it had not been requested. As a result C could not get broadband via their chosen SP. The old SP ceased the broadband but left a tag on the line. This resulted in C not being able to use the internet and email for over two months. C would like SP to compensate them taking into account business losses and the inconvenience this has caused. SP advises

compensation has already been given and under its Terms and Conditions it is not liable for business losses.

The Ombudsman found SP not liable for business losses but required SP to award a further gesture of goodwill for shortfalls in service and apologise for the inconvenience caused.

### **3.2**

C contacted SP as broadband was provisioned late. SP accepted the late provision and offered to credit the downtime. It was found that C was not shown a level of service normally expected or a reply to contacts made.

The Ombudsman required SP to contact C directly to discuss any technical issues with the services, once an arrangement is made to clear the outstanding balance, offer a goodwill gesture credit against the outstanding balance and send a letter of apology for the service shortfalls highlighted in the report.

### **3.3**

C ordered a broadband service from SP. Delays were experienced in the provision of this service due to problems with the Migration Authority Code that was initially provided and then due to technical problems at the telephone exchange. The broadband service was eventually provided after a considerable delay. SP provided a full explanation of the delay and offered a goodwill gesture in respect of the inconvenience that had been experienced.

SP was required to provide a letter of apology and goodwill gesture (in the form of a credit to the account).

### **3.4**

C upgraded his broadband service and the exchange needed to be upgraded to allow this. The exchange was upgraded and C was advised that they would lose service temporarily. C lost service for several weeks. The delay came from a 3rd party and not the SP for the fault. However the SP took several months to address C's written complaint which was poor customer service.

SP awarded C with compensation in accordance with its terms but C was unhappy with this as they were paying for a service they did not receive and their correspondence went unanswered.

SP was required to apologise to C and apply a goodwill credit for the poor customer service.

### **3.5**

The complainant requested a broadband service from the supplier to compliment other services the complainant was receiving. However, the complainant was unable to connect to the broadband service having tried to secure a stable connection over four months. The complainant sent a letter to the supplier asking for the account to be cancelled but the supplier did not do this and continued to charge the complainant for the service. The complainant then asked for the telephone account to be closed, but again the supplier did not comply with this request which caused inconvenience to the complainant when the complainant tried to maintain a service from another service provider. The complainant sent numerous letters of complaint to the supplier but these went unanswered. The complainant complained to the Ombudsman.

The Ombudsman concluded that the supplier should have acted on the complainant's request for a cancellation of the services and directed it to do this. The Ombudsman also commented that there had been shortfalls in customer service by the supplier not complying with the complainant's requests and by it failing to adequately deal with a large number of letters of complaint the complainant had sent. In recognition of these shortfalls in customer service the Ombudsman directed the supplier to make a goodwill gesture to the complainant and to send the complainant a letter of apology.

### **3.6**

C's broadband service did not activate on the provisioned date. Despite contacting SP on a number of occasions the matter wasn't rectified. SP advised the Ombudsman that this was due to C not being available and the telephone line provider closing the fault tickets. The Ombudsman was of the opinion that SP did not take ownership of C's complaint and therefore required SP to provide C a goodwill gesture and an apology and accepted SP's proposal to refund charges for non broadband usage.

### **3.7**

C took out a call package with SP that also contained broadband. Unfortunately, the order for the broadband was not placed. This led to the customer being misled and also to some confusion on behalf of SP's operators. C was eventually provided with the broadband but approximately 12 weeks later than the promised go live date. During this time C also incurred some minor extra expense.

The Ombudsman found that SP had displayed poor customer service. Their operators appeared confused at to the process of ordering/provisioning the broadband. SP was requested to pay the extra costs incurred by C and also to provide a payment to C as a gesture of goodwill.

### **3.8**

C reported a fault with the broadband service and also the telephony service. SP stated that after repeated attempts to find the cause of the problem a line fault was found. It was found that a refund was due for the full loss of the service and not only for the time the last fault was finally diagnosed.

The Ombudsman decided that SP was required to apply a rental rebate for the disputed period, to credit the cost of the Wireless modem and Micro filters, make a goodwill gesture payment, by cheque for the inconvenience caused and send a letter of apology for the service shortfalls highlighted in the report.

### **3.9**

C signed up for SP's broadband service. There was a problem with the service, which SP failed to resolve for several weeks. C was eventually able to connect to the internet, but could not send emails. C reported this to SP, but although it acknowledged that there was a problem, it did nothing to resolve it.

The Ombudsman was of the opinion that the period of time it had taken for SP to resolve the problems C was experiencing with C's broadband service was excessive. It was also considered that SP's failure to assist C with the email service represented poor customer service. SP was required to apply a credit to C's account as a goodwill gesture to recognise the inconvenience C had been caused and to resolve the problem with the email service.

### **3.10**

C had been suffering with an intermittent broadband connection for some time. Whilst complaining to their SP a new agreement was entered into. A dispute arose as to the length of this contract; C believed they had entered into an 18 month contract at a discounted rate, whilst SP believed the contract was for twelve months. C had further issues with the level of customer support and also complained that the SP did not respond to their emails and letters of complaint.

The Ombudsman decided that the SP should honour the eighteen month contract, as no evidence had been provided to the contrary. As such, SP was to credit the discount to C's broadband account and to provide C with a goodwill payment for the shortfall in customer service.

### **3.11**

C contacted the SP prior to moving house as they wanted their broadband service to continue. However, this failed to be connected due to technical problems. C made a number of telephone calls in an attempt to resolve this matter, but the problems continued. C complained to the Ombudsman as they were in a contract and the SP was continuing to charge for a service it wasn't providing.

After reviewing this matter it was concluded that mediation may help to resolve this case. The process was successful and an agreement was reached. It was decided that the SP would cancel the contract without penalty, provide a refund of the payments taken, and provide C with a MAC. Both parties were satisfied with this resolution.

### **3.12**

C signed up for a broadband service but could not get connected. SP accepted that C could not get connected but continued to charge for the service. It was found that C was inconvenienced by the failure to connect and the poor reply when contacting the company.

The Ombudsman required SP to refund all charges taken for the broadband service to C, by cheque, send a full re-calculation in writing setting out the refund to be made, SP should ensure that no penalty charges had been applied to C's account because of the cancellation of the broadband service had been cancelled and send a letter of apology for the service shortfalls highlighted in the report.

### **3.13**

C signed up for a package including broadband. However, C noted that the broadband service was intermittent and had no connection for four days. Throughout this time C also had no access to the telephone service. SP confirmed that ongoing technical issues at C's local exchange had caused the intermittent broadband problems and the telephone account could not be activated as C did not have the appropriate land line.

The Ombudsman noted that there had been some shortfalls in customer service in SP failing to respond to C's complaint letters and that there had been in a delay in C being re-contacted about the problems with the telephone account.

### **3.14**

C complained that voice over internet protocol (VOIP) was of poor service as C could hear echoes. C reported this to SP and sent it emails and letters but received no resolution. C requested that SP resolve the fault, award compensation and allow C to cancel without penalty if fault could not be repaired. SP admitted that C had received poor customer service. It proposed that C should call SP and that SP should award a nominal goodwill payment.

The Ombudsman reviewed the information provided and concluded that C had received poor customer service from SP. SP had failed to investigate or resolve the fault and had failed to respond to C's letters in a timely fashion. The Ombudsman required SP to investigate the fault further and to keep C updated. SP was also required to award an increased goodwill payment to that which it had proposed.

### **3.15**

C complained that there had been a delay in SP activating C's broadband service. C used a dial-up service in the interim and wanted SP to cover the costs. C also complained that SP had charged C two termination fees in error and had failed to refund the second. SP accepted that there had been a delay in providing broadband to C but was of the opinion that it was disproportionate for it to be required cover the excessive dial-up charges C had incurred. SP accepted that one termination fee had been added to the account in error but this had been removed. SP stated that it had since allowed C to cancel C's account without penalty, and had not charged a second termination fee.

The Ombudsman agreed with SP that it would not be reasonable to require it to cover all C's dial-up costs as a relatively high amount had accumulated and C had chosen to use the service without obtaining any prior agreement from SP to cover such charges. After examining C's bills, SP could only identify one termination fee and was satisfied that SP had since cleared it from the account. SP was required to make a contribution to the dial-up charges, as well as making a further payment to C to recognise the inconvenience C had been caused.

### **3.16**

C signed up to a broadband service and soon experienced problems attempting to connect to the service. SP accepted that it could not offer C broadband and offered a full refund and additional credit for C's overall poor experiences. It was found that SP had addressed C's overall poor experiences and offered an additional credit to the full refund.

The Ombudsman required SP to send a clear breakdown of C's account setting out clearly the service refund, compensation for the engineer call out and refund of call costs in contacting its Technical Support; and send a letter of apology

### **3.17**

C experienced problems with the broadband service and it was agreed that a reduction would be given to reflect this on his next bill. This was not the case and C continued to complain. C sent a cheque for this bill minus the amount of the agreed reduction. Due to this non payment, C's telephone line was disconnected. C sent several letters to SP but no response was received.

The Ombudsman concluded that there had been a shortfall in customer service and required SP to issue an apology, if C was now outside the minimum contract period, to cancel the broadband clearing all charges, if C was still within the contract period, to try and resolve the problem and if this could not be done, then to cancel the contract as before and to issue a goodwill payment to reflect the shortfall in customer service.

### **3.18**

C experienced a delay in receiving a MAC (Migration Authorisation Code). After C had used the MAC, they continued to be billed by their previous provider. The SP stated that an error had occurred on C's account and it had not been closed. The SP closed the account and raised credits to cover the charges incurred after cancellation. C experienced a poor level of customer service. The SP made a goodwill payment.

The Ombudsman was concerned by the SP's failure and it considered that a clear shortfall in customer service had occurred. The SP was required to make an additional goodwill payment and write a letter of apology.

### **3.19**

C agreed to SP's broadband service but following the activation C was unable to connect for several months, despite constant contact with SP's Technical Support team. C complained to SP about this but remained unhappy with its response and also that the service could not be used. Eventually, C requested cancellation of the service and this was granted.

From the evidence provided, the investigation could not confirm what the crux of the connection problem was. This was because SP had been unable to provide this. Therefore, it was considered that C had been without the service through a fault of C's, and it was also clear C had made efforts to try and resolve the matter with SP, but to no avail. In this instance, the investigation was satisfied that C had received a total shortfall in customer service from SP and therefore it was proposed for SP to confirm the full closure of the account with a zero balance and also provide C with a goodwill payment and apology. It was also explained to C that the Ombudsman could not make any comments regarding C's TV service, as this remained outside of the remit for investigation.

### **3.20**

C signed up for SP's broadband service. C complained that SP did not supply the connection speed C had asked for and had not explained the set up charges C was subsequently asked to pay. SP did not refer to any of these issues in its case file. It simply stated that C had cancelled C's contract within the minimum contract period and therefore was liable for a termination fee.

The Ombudsman decided that in view of the lack of information from SP, it was reasonable to accept what C stated. As SP did not supply the service C signed up for and misled C over the costs of the service, SP was required to allow C to cancel the service without penalty and to waive all charges.

## **5.0 Cancellation**

## **5.1**

C sent a cancellation request to SP in accordance with the terms of the agreement. SP claims that it did not receive the cancellation request. C has provided no evidence that the cancellation request was received. The SP chased C for payment via its normal credit control procedure. C complained as C felt harassed. SP failed to respond to one letter of complaint.

The Ombudsman was of the opinion that the SP had not received a cancellation request and was only following procedure in chasing payment. The Ombudsman required the SP to send a letter of apology for not responding to one of C's letters, send copy invoices and confirm that C's credit file had been marked as satisfied once payment was made.

## **5.2**

C decided to cancel a package offered by SP within the cooling off period allowed. SP failed to cancel the package and, despite several letters and telephone calls, continued to charge C for the package. C wanted SP to provide compensation for the trouble and inconvenience caused. In its submission to the Ombudsman, SP accepted that it had been guilty of poor customer service.

The Ombudsman required SP to cancel the package, any charges which had been imposed in connection with it and to make a goodwill payment to C for its failures of customer service.

## **8.0 Customer Service**

### **8.1**

C was contacted by SP for new call package, C not happy with part of the package. The SP has addressed these concerns and has reverted C back to original status.

The Ombudsman required SP to provide a goodwill gesture and a letter of apology to C.

### **8.2**

C cancelled a broadband service with SP which continued to bill for the service. SP claimed there was no evidence that the cancellation had been requested but its own logs showed that shortly after the cancellation C had challenged a bill for the broadband and that the advisor accepted that it had been cancelled, that it would now be cancelled and that a refund would be provided with the final bill. None of these actions were taken. Given this entry it was accepted that the broadband service had been cancelled and that SP had failed to provide a reasonable level of customer service to C. In addition, SP

accepted that it had failed to answer letters sent by C. This was also considered poor customer service.

SP was required to provide a letter of apology in respect of the poor customer service in failing to close this service when requested and in repeatedly failing to respond to C's correspondence, to account for all payments made in respect of the broadband service was originally cancelled and refund these, in the form of a cheque and to provide a goodwill gesture in respect of the various aspects of poor customer service identified in this investigation.

### **8.3**

C had a mobile phone service with SP. The SP had a network problem and C had many calls disconnected. C supplied a log of calls over the period, which showed the disconnected calls.

The SP stated that it could not guarantee a fault free service.

The Ombudsman required that the SP apply a credit to the C's account to provide a discount for the partial service that C had received.

### **8.4**

C took out a new package with SP. The C disputed the bill with SP but C's correspondence was ignored and bills continued to be sent. Eventually C cancelled the package and SP levied a cancellation fee.

The Ombudsman considered that C had been billed incorrectly. It required that the SP make a goodwill payment and written apology to C for the inconvenience caused. It also required that C would not be liable for debt collection charges and credit rating of C would remain unaffected. The Ombudsman also required the SP to send a corrected final invoice to C.

### **8.5**

C believed that an engineer had failed to turn up but the SP stated that C had the wrong date. The SP gave C the benefit of the doubt and offered a goodwill payment, which C did not receive. C disputed the contract term and maintained they had not agreed to this. The SP waived the termination fee as a gesture of goodwill.

The ombudsman considered that a clear shortfall in customer service had occurred and was concerned that C may not have been advised on the contract term. The SP was required to ensure that C had received the initial goodwill payment. The SP was required to confirm the credits in writing and write a letter of apology.

## **8.6**

C took out a new business call package with SP. SP linked the C to another business in error and so C did not benefit from call discount. C contacted SP on numerous occasions but SP has not changed the account.

The SP says it is in the process of unlinking the accounts and setting up the agreed package.

The Ombudsman required that the SP set up the account with discount as agreed and make a goodwill payment and written apology to C for the inconvenience caused.

## **8.7**

C ordered broadband from SP and was given a go live date. The service was not supplied and C contacted SP to resolve the problem. The problem was only resolved after some time. SP gave C a gesture of goodwill for the delays. C then wrote five letters of complaint to SP and did not receive a reply. The Ombudsman investigated and found that there had been shortfalls in customer service and awarded C a further gesture of goodwill in recognition of this and required SP to send a letter of apology to C.

## **11.0 Disconnection**

### **11.1**

C complained that SP disconnected C's services even though the account was in credit and no payment was due. C complained to SP and requested compensation but SP declined C's request. SP said that it has correctly suspended the account as C had not provided valid Direct Debit details.

The Ombudsman was concerned that SP disconnected an account that owed no money and was in credit, despite the fact that correct Direct Debit details were not held. This was viewed as unacceptable and constituted mismanagement of the account. The Ombudsman required SP to award a goodwill payment to cover C's costs and the inconvenience caused and to send a letter of apology.

## **12.0 Disputed Charges**

### **12.1**

C is the account holder for their daughter's mobile phone. C went on holiday and confirmed with SP before going incoming calls would be non chargeable. C then received a large mobile phone bill for incoming calls accepted when abroad. SP advises

it has no record of C being advised incoming calls are free when abroad. SP has already awarded a gesture of goodwill in recognition of three long duration calls that had been made in error. SP has also offered C a payment plan to pay the outstanding balance off.

The Ombudsman found that there was no evidence to suggest C had called SP prior to the disputed charges. Therefore, C was to remain responsible for them. SP was required to maintain its offer of a payment plan. It was found that C had agreed a payment plan with SP but SP had then deducted the whole outstanding balance from C's account. This was considered a shortfall in service. SP was required to apologise and award a gesture of goodwill in recognition of this.

## **12.2**

C advises they requested the termination of their account with SP. There was a four month delay in doing this during which time SP continued to take monies from C's bank account. C complains of unanswered letters and would like compensation for the time this has taken to resolve. SP acknowledges there was a delay in terminating C's account and there was a lack of response to C's letters. SP advises it has offered to refund any monies paid after the service should have been cancelled. SP has also offered a gesture of goodwill in recognition of the delay in closing C's account and for not responding to C.

The Ombudsman considered that the delay in terminating C's account, the taking monies from C's bank account when the service should have been cancelled and the failure to respond to C's letters to be shortfalls in the service C received from SP. However, the offer of refunding the rental monies and the offer of compensation already made were considered to be sufficient in addressing this matter. It was required this offer was maintained and SP provide C with an apology for the service shortfalls identified.

## **12.3**

C signed up to a certain tariff with SP and claimed that SP mis-sold the agreement. SP refuted the mis-sell. It was found that C had contacted SP within the retention period for keeping the sales recording and that SP failed to review it or retain it. On this basis, it was accepted that SP had been given fair opportunity to review the call recording and has failed to do so. C was also not shown a level of service normally expected.

The Ombudsman decided that SP should cancel the agreement without penalty, clear the account balance to nil, as a goodwill gesture, make a goodwill gesture payment, by cheque for any expenses incurred in contacting the company and time spent and send a letter of apology for the service shortfalls highlighted in the report.

## **12.4**

C received a very high account as a result of internet browsing on a mobile phone. C claimed that there was a fault on the handset causing faulty billing but there was nothing to support this claim and there had been earlier internet usage. It was found that SP had been at fault in not noting the high usage. It was found that this high usage should have been noted when it reached ten times the usual spend and action should have been taken to stop the spend after that.

SP was required to provide a credit equivalent to the amount after the spending reached ten times its usual level and to produce a new invoice to the effect.

### **12.5**

Whilst out of the country C's sim card was stolen. C did not realise this until several days later and it was reported immediately to SP. SP barred the card and C asked if any calls had been made during this time. SP advised C that no calls could be seen on the account. When C returned home C tried to activate the new sim card that had been received but found that this was not possible. C contacted SP and was advised that this was due to the high outstanding balance on the account. SP advised C that this had been incurred by charges made and received abroad. C disputed these charges with SP asking why SP had allowed the account to go over the set credit limit and why the calls could not be seen when C had first contacted SP. SP advised C that the credit limit is only a guide and that there is delay in receiving the call data onto its billing system so the calls would not have been visible when C first contacted SP. SP did agree to make a reduction in the amount owed.

The Ombudsman concluded that SP was correct in its actions and that C should remain liable for the calls made as per the Terms and Conditions of the contract. The Ombudsman required SP to offer C a payment plan to allow C to repay the outstanding balance.

### **12.6**

C entered into a broadband contract with VOIP with SP in order to reduce telephone bills. C was unable to use VOIP and complained to SP that the phone bills had increased. SP cancelled the VOIP but not the broadband. C continued to receive charges for broadband. C claimed compensation for the increased call charges and claimed the VOIP had been misrepresented. SP made a goodwill offer which was declined. C complained to Otelo.

The Ombudsman considered that C had received details of the VOIP service but had not cancelled and had not tried to activate the VOIP service. The Ombudsman considered that C's claim was not warranted and that SP had made a generous offer which should be maintained.

### **12.7**

C cancelled a broadband and telephone account. C had overpaid and was due a refund. C did not receive the refund and was billed for an extra month. C complained and was advised the refund would be sent. SP chased C for payment despite its assurances that it would send her a refund. SP sent the debt to a recovery agent. SP offered a further goodwill payment but continued to chase for payment. SP also failed to respond to letters of complaint.

The Ombudsman was of the opinion that there had been a shortfall in customer service and required SP to send C the refund, make an additional goodwill payment and send a letter of apology.

### **12.8**

C complained that SP was attempting to bill them for a second account that did not belong to them. C complained but SP failed to respond to any correspondence. SP provided no case file and so there was no reason to doubt the explanation provided by C.

The Ombudsman considered there had been poor customer service for C and that the second account number should be closed with a nil balance. It was also required to make an apology for the poor customer service and provide a goodwill gesture.

### **12.9**

The complainant requested a package of services from the supplier which included a free broadband service. The supplier delayed in the provision of the service and the complainant used an internet dial-up service which incurred call charges. The complainant sent letters to the supplier asking for the service to be connected and for a refund of the dial-up charges and when the complainant did not receive a response, the complainant complained to the Ombudsman.

The Ombudsman decided that the complainant had used the dial-up service of the complainant's own volition and the supplier had no obligation to refund the charges this incurred. The Ombudsman noted that since the complaint was brought to the Ombudsman's attention, the supplier had connected the broadband and the complainant's problems appeared to have been resolved.

However, the Ombudsman felt that the complainant had been inconvenienced by an inordinate delay in the connection of the broadband and this had caused inconvenience to the complainant. In recognition of this inconvenience the Ombudsman directed the supplier to make a commensurate goodwill gesture to the complainant.

### **12.10**

The complainant received bills from the supplier which the complainant felt were on the wrong tariff. The complainant called the supplier and discussed a change of tariff. The supplier provided advice and the complainant changed so as to receive greater benefit.

A year later, the complainant believed that the charges applied to the account were high, so the complainant contacted the supplier and the account was changed to another tariff. In changing the account the supplier, as a gesture of goodwill, recalculated the complainant's bills so the complainant received greater benefit. The complainant then contacted the supplier when further bill was received and complained that the tariff had changed without the complainant's consent. The complainant refused to pay outstanding charges and the supplier commenced debt collection activity.

The Ombudsman was able to see from the sequence of events provided by the supplier that all changes to the complainant's tariffs had been made with the complainant's agreement. It appeared to her that confusion had arisen because the complainant had simply forgotten that the complainant had called and changed tariff at one point. The Ombudsman was satisfied that the charges were valid and there were no shortfalls in the way the supplier had handled the complainant's account. However, the Ombudsman did note that the supplier had failed to answer all of the letters the complainant had sent. Had it done so, the confusion may have been cleared up earlier. The Ombudsman was of the opinion that this was a shortfall in customer service which caused inconvenience to the complainant and in recognition of this and directed the supplier to make a small goodwill gesture to the complainant.

#### **12.11**

C had cancelled the contract with SP. However, C continued to receive letters from a debt collection agency threatening legal action for unpaid invoices. C sought confirmation from SP that the account was closed and debt collection action would cease.

The Ombudsman directed SP to write to C to confirm that the account had been closed, that debt collection action had ceased and that C's credit rating remained unaffected.

#### **12.12**

C had SIM card stolen and unauthorised calls were made on it. C was left with a high bill and C considered that the SP should not have let the charges rise above the credit limit. The C made calls to SP regarding the complaint and was promised call-backs that were not kept.

The Ombudsman considered that the SP had blocked the account as soon as it was able and the C was responsible for the charges. She required that the SP make a goodwill payment and written apology to C for the missed call-backs.

#### **12.13**

C complained that service with SP had been mis-sold as C was informed by door to door sales person that C would not be charged a penalty fee by existing service provider for migrating the broadband service. C also said that SP sales person informed C that calls

to Cyprus would be free. C sent letters of complaint to SP but received no response. C requested compensation to cover penalty fee and costs incurred. SP said that C had agreed to package online and so it could not comment about advice given by salesperson. SP said that C was charged for calls to Cyprus as C had opted for the package without the international option.

The Ombudsman said that it could not be known what was discussed with C and so surmised that a misunderstanding took place. However, as C ordered service online then C would have had all information before agreeing to service. The Ombudsman could therefore find no evidence of mis-selling or justify why SP should refund C for penalty fee from previous provider. The Ombudsman said that as C choose the incorrect package then SP could not be blamed. The ombudsman was concerned that SP failed to respond to C's complaint ad so in recognition of this SP was required to award a nominal goodwill payment.

#### **12.14**

C used SP's product for a few months, after which charges suddenly increased. C queried the charges with SP but SP was unable to explain the reason for them, other than increased usage by C. C sent written complaints to SP, which SP responded to. However, C felt that SP had misled customers regarding prices and the nature of the product. SP offered a generous goodwill credit which C rejected.

The Ombudsman noted that C had used the product for a while suggesting that there was not a fault with the product or the explanation of how it should be used. The Ombudsman also noted that after SP responded to C's complaint C complained about how prices were advertised. This suggested that C was aware of increased usage but that C was dissatisfied with the information provided by SP. The Ombudsman could find no evidence that C had been incorrectly charged. SP was required to apply the credit previously offered as a gesture of goodwill. No additional action was required of SP and C remained responsible for the remaining account balance.

#### **12.15**

C was a small taxi business and SP changed the phone numbers as a matter of policy. C complained as C had had the same numbers for over 20 years. SP offered Remote Call Forwarding but C was required to pay for this. C complained and asked for the additional charges to be waived. SP maintained C was required to pay for the additional service and C complained to Otelo.

The Ombudsman considered that SP reserved the right in its Terms and Conditions to change the numbers and therefore C's claim for business loss was not warranted. However, the Ombudsman considered that there had been a shortfall in customer service and a goodwill gesture was required.

#### **12.16**

C received a bill including a large charge for an item that C had not ordered. C complained and SP noticed the problem. It credited the charge but then applied it again in error. C sent three letters of complaint without response. SP had now credited the amount and left a message with C that this has been done.

The Ombudsman was of the opinion that there had been a shortfall in customer service and required SP to send C a written explanation and apply a goodwill credit.

### **12.17**

C received a telephone bill and disputed call charges to access numbers for phone cards. SP checked the line and maintained the charges. C acknowledged use of some phone cards but disputed others. SP issued a deadlock letter and C complained to Otelo.

The Ombudsman considered that C was responsible for the calls made. There was no evidence to suggest a fault with the telephone equipment and C did use phone cards. The Ombudsman did not require SP to take any further action.

### **12.18**

C purchased a data card from SP, but exceeded the data usage limit excessively. This led to C receiving a very high bill from SP, even though the account was suspended. C complained to SP by telephone and in writing and SP did offer to reduce the amount owed by a small percentage.

The Ombudsman concluded that C was billed correctly by SP, but due to internal billing problems there was a delay before all the charges were applied to the account. Therefore, it was considered that SP would normally have suspended the account sooner and a larger percentage reduction was awarded. SP was also required to consider offering C a payment plan, if required.

### **12.19**

C terminated the service with SP. SP continued to bill invoice C some six months after termination. C contacted SP many times and sent one letter that SP did not respond to. SP believed that C may have stored numbers in a phone with the prefix and so call charges were incurred. SP agreed to credit the outstanding balance and offered an apology.

The Ombudsman requires SP to confirm the account is closed, to send a letter of apology and make a goodwill payment.

### **12.20**

C signed up to a telephony agreement with SP but decided to cancel just outside of the cooling off period. SP held C to the full term but could not find a copy of the sales call recording. C maintained that at no point in the sales call was it mentioned that C would have to pay a termination fee if leaving within the minimum term. It was found that the absence of a call recording should not be to the detriment of C and therefore the termination fee should be cleared.

SP was required to clear the cancellation fee, make a goodwill gesture credit, against the outstanding balance and refund any amount over by cheque and send a letter of apology for the service shortfalls highlighted in the report.

### **12.21**

C cancelled the service with SP but some time later began to receive bills for call charges. C contacted it and SP tried to resolve the issue. C complained in writing but received no response from SP. SP credited the call charges and acknowledged shortfall in customer service.

The Ombudsman requires SP to send C a letter of apology; confirm that credits have been applied to the account and that C is no longer active on SP's system and to make a goodwill payment.

### **12.22**

C reported that their neighbour's telephone line had dropped to the Supplier. The Supplier fixed the line. C then incurred a large charge for the work carried out. C experienced a fault which the Supplier failed to fix. C experienced a poor level of customer service.

The Ombudsman was concerned that the Supplier had added a charge to C's account when the line did not provide them with a service. The Supplier was required to refund the charge. The Ombudsman also required a senior engineer to contact C to discuss the fault. The Supplier was also required to make a goodwill payment and write a letter of apology for the shortfall in customer service.

### **12.23**

C complained that SP provided inaccurate information which resulted in charges that should have been avoided. C complained but stated they did not receive a satisfactory response. C then complained to the Ombudsman. SP accepted that there had been poor customer service and offered a goodwill gesture.

The Ombudsman considered there had been poor service for C in addition to that which SP had acknowledged. SP was required to make an apology and provide a goodwill payment.

## **12.24**

C was with one supplier and then transferred to another supplier. The two suppliers were owned by the same company but were treated as separate entities. When C transferred they did not receive free calls as they had done with their previous supplier. The Supplier stated that its tariffs are different and this was set out at the point of sale. The Supplier provided a copy of the call recording. The Supplier made C a goodwill offer.

The Ombudsman was satisfied that the Supplier had not mis-led C and it was C's assumption they would still get free calls. The Ombudsman required the Supplier to fulfill its goodwill offer.

## **14.0 Faults (Equipment)**

### **14.1**

C signed up to a broadband service and experienced technical issues with the service. C employed a third party IT engineer to rectify the faults and made a request for SP to meet the charges. SP accepted the technical issues and offered a goodwill gesture award.

The Ombudsman decided that the charges incurred by C should not be met by SP as this was taken as an independent decision and outside of SP's fault reporting process. The goodwill offered by SP was accepted as fair and reasonable. SP was required to maintain its offer of nine months broadband rental in full and final settlement of the matter and send a letter of apology for the service shortfalls highlighted in the report.

## **15.0 Faults (Line)**

### **15.1**

SP updated C's broadband to a Local Loop Unbundled line, but from the day it was unbundled C had intermittent connection problems. After nine months SP had still not fixed the fault and in this time C has also spent money after advice from SP that turned out to be wrong.

The Ombudsman recommended that SP should reimburse C for their costs and also provide C with a further cheque as a gesture of goodwill. SP also had to write to C giving C a realistic timeline as to when the fault may be fixed. At this point in time C was out of contract and SP was requested to inform C of this fact and what options C had.

## **15.2**

C moved business premises and contacted SP asking it to transfer the telephone service. SP advised that this would be carried out and that C would have working lines at the new premises when C moved. This was not the case and it was not until some time later the services were restored. C later experienced a problem with the broadband service and this was not resolved until a few days later. C claimed that losses had been incurred by the business due to lost contracts over the time C was unable to contact clients. C sent several letters and emails but failed to receive a response to all of these.

The Ombudsman concluded that there had been a shortfall in customer service and required SP to apologise for the delays and the shortfall in customer service, credit the account with a goodwill payment for the failure to respond to all of the letters and for the inconvenience caused to the business and to provide C with details on how the business could claim for financial losses.

## **15.3**

C experienced a fault with the phone service. C was given conflicting information by various engineers as to whether the problem was with C's own equipment or with the line. The fault was eventually found at the exchange and was repaired. C was offered a credit for the delays and three months free broadband. C received the next bill but it was not clear if the credit for the broadband had been made. C had also been charged a call out fee for the repair. C complained and SP did agree to clear the call out charge. C later tried to transfer the service but there was a delay due to a problem with the postcode, this was eventually resolved. C sent several letters of complaint to SP but there was a delay in responding and the final letter received no reply

The Ombudsman concluded that there had been a shortfall in customer service and required SP to issue a written apology, confirm that all credits had been made and how these had been calculated, refund any outstanding credit on the account and offer a further goodwill payment for the failure to respond to the letter of complaint.

## **16.0 Financial Loss**

### **16.1**

C transferred a line to SP. SP renumbered without telling C and the issue was made even more confusing as C's bills referred to their old number which they wanted to retain. The issue was compounded by the fact that C was running a small business and considered they were suffering business losses as a result.

The Ombudsman considered that SP had demonstrated poor customer service in both renumbering C's account and taking so long to resolve the issue. However, it was considered the goodwill payment already offered by SP was reasonable, especially taking into account the fact that C was running a business from a residential line and

therefore did not qualify to claim for business losses under SP's terms and conditions. The Ombudsman also required SP to provide a letter of apology

## **19.0 Installation**

### **19.1**

C attempted to have a line activated by SP. C had two lines connected to their house. SP committed a series of customer service errors; engineers not turning up; engineers turning up at the wrong address and charging for re-connection when this has been promised to be a no-charge connection. C was also charged for a calling feature C had not ordered and ended up with two entries in a phone directory.

When the case came to the Ombudsman it transpired that SP had already partly remedied the complaint. C appeared to be happy with what SP had done and the Ombudsman found that SP needed to further send a letter of apology and a goodwill gesture to C.

### **19.2**

C ordered SP's broadband and was unable to access the service. Despite troubleshooting assistance from SP, the problem was unresolved for three months. SP issued a new modem, but this did not help the problem either. C cancelled the contract with SP. SP refunded some charges and made a goodwill payment. C considered this was inadequate.

The Ombudsman required SP to increase the goodwill payment and issue a letter of apology.

### **19.3**

C, an association and registered charity ordered services from SP. A date was provided for the provision of this service which was not met due to there being a requirement for underground works. This was unavoidable. SP indicated that it operated a set scheme for compensating customers in such positions. It was considered appropriate that SP should apply this scheme. In addition, the association claimed that it had been caused to miss out on a grant due to the delays. It was considered appropriate to apply the Actual Financial Loss scheme which provided for such losses.

SP was required to provide a letter of apology in respect of the poor customer service experienced, provide a goodwill gesture, in the form of a credit to the account, provide the due payment in respect of Daily Rate Compensation and the relevant payment due to missed appointments, in the form of a cheque and provide an Actual Financial Loss pack with any guidance available on the completion of this claim pack.

#### **19.4**

C applied for services to be installed in their new premises. SP delayed in providing the service and installed it in the wrong property. C complained and disputed the installation charge as C had not been advised of the charges. SP maintained the charge but restricted C's service for non payment before responding to C's complaint. C was then charged an early termination fee. C wrote to complain and telephoned. SP offered to credit the termination charges. C did not receive a written response to complaints. C still required a refund of the installation fee and complained to Otelo.

SP confirmed it had applied a credit for the installation fee and accepted C's version of events. The Ombudsman required SP to provide a refund of the installation charge plus a goodwill payment in recognition of the shortfall in customer service.

#### **19.5**

C complained about the delayed installation of a landline after agreeing to a service with the SP. It was clear the SP had failed to attend some appointments to install the service for no reason. A credit was then offered in line with its Terms and Conditions. The SP recognised the distress this had caused and offered a further goodwill credit in an attempt to resolve this. C believed the SP should refund their lost income for the time taken off work, as well as the installation fee and a refund of the telephone costs. It was concluded that a refund of the calls to the SP would be appropriate, but that the goodwill credits offered had considered all other aspects.

In resolution the SP was required to send a letter of apology, make goodwill credits to the account in respect of the two missed appointments and distress caused, and refund the cost of C's mobile telephone calls to the SP.

#### **19.6**

C signed up for broadband, telephone and TV services from SP. SP failed to provide telephone services and failed to provide an email account. C telephoned over 20 times to try to resolve the problems without success. SP eventually transferred telephone services but C had incurred call charges from the previous provider when C should have had free calls from SP. C cancelled and asked for a refund. SP held C to the contract minimum term and C complained to Otelo.

The Ombudsman considered there had been a number of shortfalls in the customer service provided and C had given every opportunity to SP to provide the services. The Ombudsman required SP to provide a goodwill payment for the shortfall in customer service, to credit any outstanding balance on the account, to confirm that all services were cancelled without penalty and to issue a letter of apology confirming that this had no affect on C's credit rating.

## **22.0 Internet Connection**

### **22.1**

C wanted to transfer the Internet service to another Provider (ISP) but was unable to do so due to a tag being present on the line. SP stated that it was not C's ISP and had no accountability to facilitate the removal of the tag. It was found that C should contact his new ISP to facilitate the removal from the ISP. But C was not shown a level of service normally expected.

The Ombudsman required SP to make a goodwill gesture payment, by cheque and send a letter of apology for the service shortfall highlighted in the report.

### **22.2**

C cancelled broadband service with SP and provided a MAC. The SP cancelled the broadband but continued to bill C for the service. This continued, despite C contacting SP to complain.

Eventually, the SP did cancel the account, zero the bill and send a goodwill payment and written apology to C. However, the C wished to claim compensation for the C's hourly rate.

The Ombudsman was satisfied that the actions taken by SP were sufficient to address the complaint. It required no further action from SP in this case.

## **24.0 Mis-selling**

### **24.1**

C agreed to a contract for a package from SP. SP was unable to provide an element of the package for the time being. SP offered a more expensive alternative but it was not suitable.

The Ombudsman was of the opinion that C had agreed to the contract on the basis that it would have particular services. SP could not provide those services for the time being. The Ombudsman required SP to offer the more expensive alternative at a discount until it could provide the package that C agreed to, or, release C from the contract without penalty.

## **28.0 Payments**

## **28.1**

### **Domestic Customer - Direct Debit Payment arrangements**

The complainant called the supplier following a request for services to set up Direct Debit payment arrangements. Despite what the complainant said, the SP's advisor wrongly set up a new email address for the complainant and sent material to it. The complainant did not receive the material and ended up having to pay non-Direct Debit charges and by not having such an arrangement in place, the complaint was further inconvenienced. The complainant sent letters of complaint to the supplier about this but they went unanswered so the complainant complained to the Ombudsman.

The Ombudsman was satisfied that there had been shortfalls in customer service in the way the supplier had handled the complainant's request for Direct Debit payments and had failed to respond to the complainant's letters of complaint. The Ombudsman felt it was appropriate for the supplier to refund the complainant with all the non-Direct Debit charges the complainant had made and to make a goodwill gesture to the complainant in recognition of the inconvenience caused by the shortfalls in customer service.

## **29.0 Premium Rate Services**

### **29.1**

C received the first bill from SP and it included significant amount of call charges. C called SP and SP was unable to explain the invoice. C refused to pay the total bill. C wrote to SP and SP responded explaining that credit limits are indicative and call data isn't updated immediately. SP identified that the calls were to a Premium Rate Service (PRS) and appeared to be made by C's children. SP maintained that call charges were valid.

The Ombudsman required no further action from SP.

## **31.0 Reconnection**

### **31.1**

C contracted with a third party to provide telecommunication systems on C's moving offices. C complained about delays in SP providing the lines to the new premises and requested compensation. SP offered a credit which C rejected. C complained to Otelo.

The Ombudsman considered that SP had not made any arrangements direct with C and had dealt with the third party, with whom C had a contract. The Ombudsman therefore did not require SP to take any further action.

## **32.0 Refunds**

### **32.1**

C had taken out a contract for T's services through a third party retailer, which subsequently ceased trading. C had claimed that T should honour the offers made by the third party, which included an extended period of reduced rental and 'cashback' payments which had not been received. T had provided advice but had explained that it was not responsible for inducements offered by the retailer. C then wanted to cancel the contract and ceased making any payments. T had offered to extend the reduced rental period by half the amount C had claimed but C had declined that compromise. T had then suspended the service and handed recovery of the debt to a Debt Collection Agency (DCA). C had made a part payment based on the deal discussed with the retailer but refused to pay any more. As resolution, C wanted T to cancel the contract, waive any outstanding balance, refund the money paid to the DCA, cancel pursuit of the debt and correct the credit file.

The Ombudsman decided that T was not responsible for meeting any commitments made by the retailer to C with regard to 'cashback' payments. The Ombudsman required T to increase its offer of reduced line rental by a further month and, provided C then paid the revised amount, to reinstate the contract.

### **32.2**

C closed account with SP and received a final bill which showed a credit on the account. SP advised the credit would be refunded shortly but C has still not received this payment over seven months later. SP advises an administration error has resulted in the credit not being refunded. C has also complained about the level of customer service provided throughout.

The Ombudsman does not accept that an administration error warrants such a lengthy delay in refunding the credit. SP must arrange for the refund to be issued immediately to C. The Ombudsman also requests that the SP makes a goodwill payment and sends a letter of apology to C for the poor level of customer service provided.

## **33.0 Security**

### **33.1**

C had supply of telephone service with SP. The C disputed calls on the bill and supplied the Ombudsman with a list of the calls that C had logged as having been made.

The Ombudsman could see no reason to doubt the accuracy of the charges and required no further action from the SP

## **34.0 Service Transfer**

### **34.1**

C transferred an account from SP1 to SP2. C asked SP1 for a Migration Authorisation Code (MAC) but SP2 said it could not accept it. SP1 provided several further MAC's which SP2 could not accept. SP2 put its own equipment in the exchange which eventually meant there was no need for a MAC. The account stayed open on SP1's system as the MAC's it had provided were never used.

C complained to SP1 for several months as C continued to receive bills. SP did not identify the problem for several months but when it did it offered to credit the cost of calls made chasing resolution and the charges for service following the cancellation request. C was not happy with the offer.

The Ombudsman was of the opinion that SP should have identified the problem earlier and required it to add a further goodwill payment to its offer of resolution.

### **34.2**

C asked SP to be allowed to transfer to a new service provider. SP supplied the necessary code but when C tried to use it with the new service provider it had expired. C believed that the service with SP had terminated. SP billed C who refused to pay. C did not contact SP to obtain new MAC code and so the service remained with SP. C failed to make any payments and SP began debt collection and credit control procedures.

The Ombudsman considered SP had not acted incorrectly and required no further action from SP.

### **34.3**

C received a telesales call and agreed to transfer telephone services to SP. C then rang to cancel. SP transferred the services and C received bills from SP. C wrote to complain but received no reply to letters. C complained to Otelo.

SP agreed to clear the balance on the account and to provide a goodwill payment in recognition of the shortfall in customer service. The Ombudsman considered SP had made a reasonable offer. SP was also required to send a full written apology together with confirmation that the balance was cleared and the account closed.

### **34.4**

C was concerned that the telephone service at the property had been transferred from the current SP to another provider without permission. After C raised concerns on a number of occasions with the new SP, it confirmed that the transfer had been carried out in error for another customer with a similar address.

The Ombudsman concluded that C had received poor customer care from the new SP and required it to apply a goodwill credit by cheque for the inconvenience caused and the confusion relating to the use of C's telephone line. The new SP were also recommended to review its transfer process to ensure a similar problem did not happen in the future.

### **34.5**

C requested SP to transfer the line to new premises. SP processed the order but experienced problems with the new address as it was not registered with its sub contractor then the provision was delayed due to shortages with line plant and bad weather. C contacted another SP and transferred her service. The original SP then applied termination fees to the account. C disputed these fees and claimed that SP was in breach of contract. SP tried to resolve the issue and offered a reduction in these fees but this was rejected by C. The Ombudsman investigated and found that SP had tried to ensure that the transfer took place quickly and its sub contractor had experienced problems with the address, the line plant and the weather. The Ombudsman concluded that there were no grounds for cancellation of the termination fees but due to the delays required SP to maintain its offer of a reduction in these fees.

### **34.6**

C complained about the SP continuing to charge for a broadband service after they transferred to another SP. The SP outlined that as C had not cancelled the service in writing it was entitled to do so. However, the balance of available information suggested a refund was promised and that C's expectations had been unrealistically raised. It was also concluded that C had received a poor level of customer service.

In full consideration of this it was proposed that the SP should cancel all charges from the date of transfer and provide a refund of the account credit. The SP was also required to send a letter of apology.

### **34.7**

C signed up for broadband services with estimated live date but the service was not available until November. SP explained that there was a Local Loop Unbundling on the line from another supplier so this had to be removed. C notified SP when this was complete. C stated that international calls had been billed for and this should not have happened. SP confirmed that it had experienced a delay in sending out its' welcome information and C had made calls without the prefix number, incurring charges that SP later refunded. C claimed that the service had been disconnected on three occasions.

SP confirmed disconnection had occurred as a result of non payment on one occasion. C has fault on the line and SP has been unable to fix it.

The Ombudsman required SP to contact the line provider to resolve the noise on C's line. No other action was required.

### **34.8**

C entered into an agreement with SP after a salesman called to C's property. C called SP to cancel the agreement within the cooling off period. SP disputed that the call to cancel was made in the cooling off period and billed C. C made a payment to SP but it was not allocated to C's account. Consequently, SP continued to bill C and referred the matter to a Debt Collection Agency. SP eventually located C's payment and closed the account.

The Ombudsman directed that SP should account to C for the balance of the account and make a goodwill payment. The Ombudsman further directed that SP should write a letter of apology, confirm the account is closed and confirm that C's credit rating was unaffected.