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1.0 Auto Diallers

1.1

C discovered that there were charges for calls to international destinations that C said they did not make. The SP said that they had been caused by a rogue dialer, checked C's bill and line and found no fault. C paid the bills but felt that they were not responsible.

The Ombudsman found that the SP could not be responsible for what customers downloaded onto their computer and neither was it able to differentiate as to what calls were bona fide and what calls were not. The SP was required to take no action.

1.2

C complained about tariff charged by SP for 084 numbers. SP supplied the tariff for 01/02 and later explained about different charge for 084 numbers. C believes that SP has overcharged him and requested that SP recalculate the bills. SP refused. C asked for a tariff price list and SP was unable to supply this [company taken over by SP and no longer recruiting new customers]. SP referred C to website.

The Ombudsman requires SP to explain why tariffs on website are different to those quoted to C; confirm the appropriate tariff C should be paying; to recalculate the bills if necessary and to send a letter of apology if there have errors.

1.3

C had his phone and broadband service disconnected in error by SP representative. SP were unable to reconnect to C's satisfaction. C dissatisfied with the level of customer service received transferred service to another provider.

The Ombudsman found C had experienced a shortfall in customer service and the inconvenience of not having his phone and broadband service for the specific period. C had also incurred costs whilst his service was unavailable.

2.0 Billing

2.1

C queried the bill with SP which contained charges for calls that had been made nine months previously. As no response was received, C withheld part payment for the bill

and as a result the telephone service was terminated and broadband service became unusable for approximately three months.

The Ombudsman was of the opinion that SP had failed to place C's account on hold when the bill was first queried and therefore decided that SP should award C with a goodwill gesture and a financial award for the loss of broadband service.

2.2

SP incorrectly transferred C's telephone line away from existing SP. C decided to keep business with the new SP but the line was transferred back. C has spent time and money trying to resolve the situation. SP admits that the line was transferred in error and has offered a goodwill gesture for costs and inconvenience. C has rejected SP's offer.

After reviewing the evidence, the Ombudsman believes that the goodwill gesture offered by SP is appropriate.

2.3

C was sold a package from SP that included line rental and free calls to landline numbers. C failed to receive invoices and later realised that more money than was expected was being taken from C's bank account by Direct Debit. C queried this with SP. C was later issued with a Disconnection Notice for non payment. C contacted SP and was told to ignore this letter. C's services were later disconnected. SP did reconnect C's services and it transpired that the package offered to C had not been available in the area. C did eventually agree to cancel the contract without penalty.

The Ombudsman concluded that there had been a shortfall in customer service and required SP to issue an apology and offer a goodwill payment to clear the outstanding balance for the mis-information and the shortfall in customer service.

2.4

C was concerned that charges had been made for calls that C had not been made and also an internet connection. SP performed a line test and confirmed to C that the call charges were accurate, but offered a goodwill payment in view of poor customer service.

The Ombudsman considered that C was liable for the call charges and requested that SP maintain its offer of an apology and goodwill payment.

2.5

C signed for a cashback deal with a high street retailer and did not receive the bills from SP and lost the cashback. C complained to SP and asked them to pay the cashback. SP declined as cashback deals are not the responsibility of the SP but is the

responsibility of the retailer. C continued to complain and declined an offer of a credit from SP and further declined a larger credit in return for an extension on the contract. The investigation revealed that the reason C had not received bills was that C had moved house and had not advised the SP. The Ombudsman concluded that it was C's responsibility to advise SP of a change of address and SP had acted correctly and sent bills to the address it held on record. The Ombudsman required SP to maintain its last offer to C. If C declined C would be liable for the full amount owing.

2.6

C phone is used by child who accessed the internet and incurred a large bill. C complained to SP that C was not aware of the high costs associated with using internet and that SP should have alerted C to the high value on the account and that SP's charges were not transparent. SP explained to C that it monitor amounts on accounts for credit risk and fraud purposes. SP did not submit a case file.

The Ombudsman requires SP to make a goodwill payment to be applied to the balance on the account.

3.0 Broadband

3.1

C subscribed to broadband with SP and had problems connecting to the service. C made many calls trying to resolve the problems without success. SP required payment for an engineer's visit to resolve the problem. C asked for a refund of charges and for SP to provide the engineer free of charge. C wrote to complain but did not receive a reply. C complained to Otelo.

The Ombudsman considered there had been a number of shortfalls in customer service and required SP to allow early termination of the contract without penalty and to provide a goodwill credit.

3.2

C claimed not to have connected to broadband and wanted a refund from the SP. The SP provided copies of C's broadband usage which confirmed C had connected to broadband. C experienced a poor level of customer service. The SP made a goodwill offer.

Based on the evidence presented for investigation, the Ombudsman was satisfied that C had connected to broadband and no refund was due. However, the Ombudsman considered that a shortfall in customer service had occurred. The SP was required to fulfill its goodwill offer and write a letter of apology.

3.3

SP provisioned a broadband service but C was unable to access the email facility. C repeatedly complained about this to SP and while SP provided a determined technical response to the problems, the issues were never overcome. C wanted a refund of all charges made for a package of services; the mid-term cancellation of the contract, without penalty, and compensation for ancillary items C had purchased to try to resolve the problem. SP declined this, so C complained to the Ombudsman.

The Ombudsman was satisfied that SP had provided as much support as it was able to but the problems had not been overcome. It was understood the inconvenience and trouble caused to C not being able to access the email account and while SP had provided the broadband service, the Ombudsman concluded that it would be reasonable and fair, in these circumstances, for SP to allow C to cancel the contract without penalty, and directed that this be done. However, The Ombudsman commented that C had been receiving the broadband service and could not accede to C's request for the package charges C had already made to be refunded and there were no grounds for providing C with any compensation as SP's responsibility had merely been to provide the broadband and it had done this.

3.4

C complained that the SP failed to provide a fully reliable service for several months. C employed a third party to assist and bought new hardware, at considerable expense, but neither had been sanctioned by SP. SP stated that it had offered C technical advice and eventually resolved C's connection issue.

The Ombudsman considered SP should not be responsible for reimbursing C's expenses, as it neither advised nor approved of them. However, it was required to refund C for their subscription costs for the period the service was unavailable; make an apology for the shortfall in customer service experienced; and provide a goodwill payment as a contribution towards C's costs.

3.5

C ordered telephone and broadband services from SP. While the telephone service was provisioned C was unable to connect to the broadband service because SP had supplied the incorrect connection. C requested SP send the required equipment. Before SP completed this, C received billing showing an installation charge which C was unaware would be placed. C questioned this but could not receive an answer from SP as to why the charge had been applied. C decided to cancel all services and sent SP notice of this in writing. SP failed to carry out C's wishes and this resulted in further charges being applied to the account and ultimately debt collection activity. C sent letters to SP about this but they went unanswered. C complained to the Ombudsman.

The Ombudsman decided that SP should have carried out C's wishes and she directed it to do so. The Ombudsman also directed SP to credit all line rental and broadband charges applied to the account since the date the services should have been cancelled

but she commented that C had made calls using the services and C was responsible for the costs these incurred.

The Ombudsman also commented that there had been shortfalls in customer service in the way SP had dealt with C's account and in failing to reply to the letters C sent. She directed SP to make a small goodwill gesture and send C a letter of apology in recognition of these.

3.6

C agreed to SP's broadband and landline services but experienced an initial delay in the activation of these. However, even when the services were activated, C also experienced connection problems with the broadband service and continued to do so for several months despite contacts with SP's Technical Support and having made formal complaints to SP.

The investigation found that C had received several shortfalls in customer service in this instance with regards to the initial unnecessary delay in activating the services, SP's failure to proactively try and resolve C's connection issues and also SP's poor responses to C's complaint. On this basis, it was proposed for SP to arrange a call from its high level Technical Support with a view to successfully resolving C's connection issues, allow C to be released from the contract without penalty, apply a credit to C's account for any broadband charges incurred to date, provide C with a further goodwill credit and also an apology.

3.7

C ordered broadband from SP but was unable to connect. C's PC was located some distance from the telephone socket and C refused to remove the extension cable for troubleshooting the connection. C asked to cancel on the basis C had informed the sales agent that the PC was in the bedroom. SP maintained the contract minimum term and applied an early termination fee. C complained to Otelco.

SP provided a recording of the sales call. The Ombudsman considered C's claim was not warranted. C had not mentioned the PC was some distance from the telephone socket. The Ombudsman considered that C had not given SP sufficient opportunity to troubleshoot the broadband connection and was therefore responsible for the early termination charges.

5.0 Cancellation

5.1

C transferred services away from SP. Despite the transfer, C continued to receive bills from SP. It took SP six months to manually cancel C's account. SP has also agreed to refund C the cost of a modem but did not make a payment.

The Ombudsman directed that SP should refund the cost of a modem and make a goodwill payment. The Ombudsman further directed that SP should write a letter of apology and confirm that C's credit rating was unaffected.

5.2

C was already a long term customer of SP and applied for broadband. The service did not work and despite numerous calls to Customer Services and Technical Help the service was not fixed. C wrote to SP to ask for all services to be cancelled but it refused as C was tied into a 12 months contract.

The Ombudsman was of the opinion that although C had entered into a 12 month contract for broadband, SP had failed to provide the service. The Ombudsman required SP to cancel the contract from 1 month after C's first request, send a letter of apology, arrange the collection of equipment and apply a credit to C's account as a goodwill gesture.

5.3

C moved house and SP gave C a new number. The number used to belong to a company and C then received calls to C's home for the company. C decided to leave SP and SP then sent C a bill for early termination charges.

The Ombudsman found that C had been inconvenienced and that as SP admitted there was no evidence to show that either party had talked about contract details, then C was not liable for the cancellation charges.

5.4

C agreed to a contract with SP but returned to the store to cancel within 14 days. SP refused to accept cancellation. C sent letters to SP to dispute the contract which had never been used but C received no response. SP did not provide a case file.

The Ombudsman examined SP's web site and found its returns policy that advised that customers could cancel within 14 days. The Ombudsman therefore required SP to cancel the contract without penalty, remove the outstanding balance, ensure C's credit file was not affected, award a nominal goodwill payment and send a letter of apology.

5.5

C complained that SP advisor informed C to upgrade the phone rather than replace the handset and downgrade the handset before contract due to expire. C contacted SP and

SP confirmed C was in an 18 month contract. C says each time SP was contacted, it provided conflicting termination dates and SP acknowledged this. SP offered to cancel the contract two month's early.

The Ombudsman requires SP to cancel the contract; send letter of apology and make a goodwill payment.

5.6

C agreed to a contract with SP on the basis that SP would cover any early termination fees charged by C's current provider. C received a bill and requested payment to cover the charge, but SP said that it had not definitely agreed to cover all charges. C complained to SP and an agreement was reached, but this was later broken by C and SP sent a final termination bill to cover the service charges for the contract period.

The Ombudsman concluded that there was no written evidence to support C's claim that the contract had been mis-sold, but C was adamant that the Sales Representative had said that all termination fees would be covered. In the circumstances, it was considered that SP should reduce the termination fee requested by half in full and final settlement of C's complaint.

5.7

C agreed to a contract with SP on the basis that C would receive some free calls via broadband. However, C began to receive bills for all calls and SP admitted that the service was not available at present. C complained on several occasions to SP and although some resolutions were offered, these were not considered to be fair and reasonable.

The Ombudsman concluded that C had been mis-sold the contract and therefore it was considered to be invalid. SP was required to release C from the contract without applying any early termination fees and apply a goodwill credit to C's account for any shortfall in customer service and for any inconvenience caused.

5.8

C asked for a service from SP including an email address and web space. SP did not provide the email address of web space and C complained several times without adequate response. C wrote to SP to cancel the agreement in accordance with the terms of the agreement and SP cancelled. SP applied a cancellation charge, which C disputed and applied additional charges after the service had been cancelled and administration fees for the cancellation of the Direct Debit.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required SP to credit all outstanding charges, make an additional goodwill payment and send a letter of apology.

5.9

C contacted SP with the view to moving services away from SP. SP offered C an incentive to remain as SP's customer. C accepted SP's offer which resulted in C accepting a new 12 month contract. C claims SP did not inform C that a new 12 month contract would apply. C has also experienced technical problems with broadband services and experienced a slow response from SP in resolving the fault. SP has already credit SP's account with goodwill gestures.

The Ombudsman decided that C would have been made aware by SP that a new 12 month contract would start if C accepted SP's incentive. The Ombudsman also noted that it was clear from SP's terms and conditions that such a re-grade constitutes the acceptance of a new 12 month contract. The contract period is due to end imminently, and the Ombudsman has noted that C will then be able to transfer services free of charge.

The Ombudsman was disappointed with the technical support provided by SP. SP was told to make a further credit to C's account as a goodwill gesture, and send a letter of apology.

8.0 Customer Service

8.1

C's phone was stolen and ordered a new phone from SP. C received the phone but no SIM card. C contacted SP and requested a replacement however it was not received. C requested another and this was dispatched however C received the first one and asked for the second one to be cancelled. SP could not do this for security reason. The second card did not arrive and another one was ordered. His last one did not arrive either and C returned the phone and cancelled. SP applied termination fees and C continued to complain to SP without resolution. The Ombudsman investigated and found shortfalls in customer service. The Ombudsman awarded a gesture of goodwill for the shortfalls in customer service.

8.2

C went to a mobile store as she had lost the mobile she used, but the contract was in her mother's name. She wanted to see if she could upgrade but was signed into a new contract. C ended up in two contracts but SP said that she could not have upgraded as C was not the account holder.

The Ombudsman found that when C went into the store it was evident that she wanted to upgrade and not enter into a new contract as this meant C had to pay two monthly contracts. SP was required to terminate the contract without penalty and refund all line rental paid.

8.3

C purchased some mobile phones from SP for C's business but initially experienced some problems with the functioning of the handsets and also network coverage. C then realised C's service had been restricted and upon contact with SP were advised this was due to non-payment. C maintained the payment had been made and that SP had failed to transact this correctly. C complained to SP about this and also the impact on C's business and although SP offered C a resolution, C remained unhappy and the matter reached deadlock.

SP failed to provide a case-file in this instance but C had provided some information from SP in some of its responses to C. The investigation had been presented with no evidence to say conclusively that C's account had not been suspended correctly for non-payment or that SP had failed in this regard. The only clear shortfall was SP's lack of response to some of C's complaint letters and it was also clear that SP had offered C a resolution prior to the case being referred to the Ombudsman. In full consideration of the evidence and information provided, the investigation was satisfied that SP's previous offer to C was fair and reasonable and, therefore, it was proposed that SP maintained that offer to C.

8.4

C had taken out a contract for a second mobile phone for a younger relative. C had contacted T when the first bill showed that charges were higher than expected and asked whether steps could be taken to prevent similar problems in the future. C claimed that T had provided a method for monitoring usage and had agreed to block mobile browsing from the phone. The next month's charges for the second phone had risen dramatically, mainly as a result of mobile browsing. C had claimed that T was responsible as this facility should have been blocked but initially asked to be allowed to pay the charges over a period of time. When that was declined, C had cancelled any further payments and wanted T to waive all the charges. T said that there had never been any agreement to block the facility as it would have been possible only by placing a full outgoing restriction on the service. T had suspended the services but had offered a 25% reduction in the charges which C had to pay.

The Ombudsman decided that both sides had indicated that they were prepared to compromise to reach an agreement so required T to separate the accounts for the two phones and allow C to settle the balance owing on the first phone and retain the facility. She required T to slightly increase the discount offered on the balance owing on the second phone and to agree a payment plan with C to clear the outstanding balance.

8.5

C agreed to a contract for services with SP. However, C claimed that SP amended the contract details after signing. An additional payment was taken from C's account after SP had confirmed that C would have to guarantee payments. C complained that the payment was not one agreed during the initial sale. C found out that SP had contacted another service provider and accessed account details using C's name as authority. C

had not provided this and reported the act as a fraud. C asked to cancel the contract without penalty and to have all services restored to the original status.

The Ombudsman noted that the contracts signed by both parties were substantially the same, with only an agreement number noted after signing. C had agreed to be guarantor by signing the clearly labeled form and any disagreement seemed to be due to misunderstanding rather than any intent to mislead. There was some misunderstanding regarding the time it would take to complete installation and for that SP was required to apologise. There was no evidence that SP had acted inappropriately in any way and no additional action was required.

8.6

C entered into a contract with SP for mobile phone services. SP did not complete the list of equipment to be provided at the time of signing. This was completed at a later date. C disputed the equipment provided and asked to upgrade the handsets. SP charged for the upgraded handsets. C disputed the charges and complained to Otelo.

The Ombudsman was concerned that details had been entered onto the contract by SP after C had signed and considered there was no evidence to show what had been ordered. The Ombudsman therefore required SP to allow early termination of the contract without penalty on payment of line rental and call charges and return of the handsets if C wished to cancel. Alternatively SP was required to provide an additional goodwill credit if C decided to remain with SP.

8.7

C was receiving a broadband service from SP when C experienced a fault with the email facility. C reported this fault to SP but was unhappy with the manner in which C was dealt with so C decided to immediately cancel the account. C paid the balance on the account to date and refused to pay any other charges, including a termination fee, SP applied to the account. SP maintained the charges so C complained to the Ombudsman.

The Ombudsman noted that under the Terms and Conditions of the contract C was required to give notice of cancellation and termination charges would be applied in the event of mid-term cancellation. The Ombudsman was satisfied that the charges had been correctly raised, were valid and C was responsible for them.

However, the Ombudsman also noted from the facts of the case that SP had delayed in responding to letters of complaint C had sent to it and this had caused inconvenience to C. In recognition of this inconvenience she directed SP to make a small goodwill gesture to C and to send C a letter of apology.

8.8

C complained that SP failed to provide an adequate service, causing further problems with nuisance calls. C complained and SP took several weeks to resolve C's issues. C then complained to the Ombudsman.

SP failed to investigate the complaint or provide a case file. It was therefore not possible to roundly judge the complaint or dispute C's complaint. The Ombudsman decided C had experienced poor customer service; SP was required to make an apology, refund late payment charges and make a goodwill payment.

10.0 Directory Listing

10.1

C complains about the SP failing to provide a requested ex-directory telephone number. Despite numerous telephone calls this matter was not resolved, and C complained that the SP had not replied to all letters. On review the SP accepted avoidable delays had occurred and that C had received poor customer service. C asked the SP to provide the required service, deduct all line rental charges to date, and apply a payment made previously. The SP advised that it had now ensured the required service was provided, with a credit for all line rental already provided.

It was proposed that the SP should send a letter of apology, make a further goodwill credit, review the account to ensure C's payment was applied, and provide a full written breakdown of the account.

11.0 Disconnection

11.1

C requested SP to disconnect his line and wanted to transfer back to a previous SP. SP did as requested but C was left with no line. C was not happy as C had said that they wanted a transfer. The new provider gave C a line but C now had a new number. C also suffered a loss in service before C received the new line.

The ombudsman found that whilst there may have been some confusion on the part of C it was up to the SP who C wanted to transfer to, to facilitate the transfer, not the SP C was leaving.

12.0 Disputed Charges

12.1

C complained that the SP failed to provide a service fully as agreed. When C complained they were informed that there would be an additional charge. C complained that they had been mis-sold the service by the SP. The SP accepted that C had been given incorrect advice and therefore had been mis-sold.

The Ombudsman concurred with the SP and decided that the account should be terminated without a fee, as the SP had suggested. It was also required to make a goodwill payment and offer an apology for the poor customer service.

12.2

C had two business lines that were struck by lightning. SP repaired the lines and presented C with a bill but C refused to pay for the cost of the repair as C said they were not aware that they were responsible for the cost for damage caused by an "Act of God".

The Ombudsman found that C was liable for the cost of the repair as SP's Terms and Conditions said that SP could not be liable for "Acts of God".

12.3

C wrote to SP cancelling the agreement as they wished to change providers. Unknown to C, the new provider did not take over the services and SP continued to provide C's services for a further six months. SP subsequently provided C with a bill. C refused to pay SP, believing they were being charged twice for the same thing.

The Ombudsman directed the SP to refund C's account and ensure C's credit file was not adversely affected by its actions. The Ombudsman directed SP to write a letter of apology.

12.4

SP had provided C with a telephone service. C cancelled the service by telephone and was asked to confirm this in writing which C did straight away. The account was not closed and C continued to have amounts taken by Direct Debit for the service. C complained and requested a return of the money. SP said that due to the fact that C was transferring service it would not close the account without confirmation that C understood the charging implications if C wanted to return to SP. On chasing the payment SP took this as confirmation that C wished to close the account. SP advises it has offered C a gesture of goodwill in recognition of not closing the account when agreed.

The Ombudsman considered this was an appropriate course of action but recommended that SP also write a letter of apology for the delay in refunding the credit when its notes indicated this course of action some months previously.

12.5

C received a bill with unrecognised calls on it which C disputed with SP. C also complains of poor customer service.

Following the Ombudsman request for a case-file SP contacted C and apologised for the customer service shortfalls. SP maintained the calls as correct but offered C a gesture of goodwill in recognition of the customer service shortfalls. The Ombudsman received confirmation from both parties that the complaint was resolved.

12.6

C complained to the SP as they had been overcharged for calls. The SP applied a credit but C continued to complain that the credit was not enough. The SP maintained the charges as correct. C experienced a poor level of customer service. The SP later confirmed that a further credit for the overcharge was due.

The Ombudsman was concerned with the level of service C had experienced. The SP was required to ensure the additional credit was added to C's account coupled with a goodwill payment. The SP was also required to write a letter of apology.

12.7

C disputed international call charges and stated these should have been routed through a third party company. The SP stated that a fault had not occurred and it was likely C had not dialled the pre-fix code before making the international call. C stated the SP had taken several Direct Debits in one month. The SP failed to provide an explanation for this. C experienced a poor level of customer service. The SP made a goodwill payment.

The Ombudsman was satisfied with the SP's explanation for the disputed call charges. The Ombudsman required the SP to investigate the Direct Debit issue. The Ombudsman was of the opinion that a continued shortfall in customer service had occurred. The SP was required to make an additional goodwill payment and write a letter of apology.

12.8

C took out a telephone service with SP and paid a deposit. C later found out that there was a further charge and asked to cancel the service as C could not afford this. SP told C that this charge could be spread over monthly installments. C received the Direct Debit mandate but was not happy with the amount that was to be taken for the account as C did not feel this reflected the agreed charges. C cancelled the Direct Debit and therefore was later unable to set up the payment plan. C asked for a copy of the contract but SP failed to issue this. C continued to receive demands for payment but was unsure as to what all the charges were for. C's line was later disconnected due to non payment. SP did agree to offer some refund of the charged but continued to pursue

C for the remaining balance. C sent several letters, one of which did not receive a response.

The Ombudsman concluded that there may have been a misunderstanding over the charges and required SP to issue an apology, provide C with a copy of the contract, issue a statement showing all charges applied to the account and how the outstanding balance had been calculated, agree a monthly payment plan once a Direct Debit had been set up and on doing this reconnect the line and offer a goodwill payment for the shortfall in customer service.

12.9

C contacted SP to make an enquiry about having a telephone line connected. SP sent an engineer to C to connect line. C refused this as C had made an enquiry only. C contacted SP to reiterate C had made an enquiry only. SP said it would investigate but C heard nothing further until C received bills. C disputed this but SP made no further contact with C. C also sent a letter of complaint to SP but did not receive a response.

The Ombudsman considered that SP had incorrectly assumed C was to become a customer. Even after C had confirmed it was an enquiry only, SP sent bills to C. The Ombudsman requested SP to contact C to confirm that no monies were due and ensure that no further bills are sent. SP was also told to make a payment to C and send a letter of apology for the level of customer service provided.

12.10

C upgraded their handset and entered into a new minimum term contract. C requested to reduce their price plan but the SP stated this could not be done until the minimum period had expired. C disputed entering into a new contract. The SP made C a goodwill offer to either reduce the price plan and apply a nominal goodwill credit or cancel the account upon return of the upgraded handset. C declined both offers.

Based on the balance of evidence, the Ombudsman considered that it seemed probable that C had accepted the new terms of the upgrade. The Ombudsman found the SP's offer to be generous and required it to fulfill its offer.

12.11

C complained that SP charged more than expected and applied call charges for calls that C stated were not made. C complained to SP, but it failed to respond immediately, later saying the charges were correct.

The Ombudsman considered they were either not correct, or had provided no evidence or justification for the amounts that C had been charged. SP was required to recalculate C's bill and apply prices that C had expected. It was also required to make an apology for a shortfall in customer service.

12.12

C had a mobile contract with SP. The handset was stolen and a bill was accrued. C contacted SP the following week and the account was blocked. The SP said they would look into the complaint, but the C heard no more until C received a demand from a debt collection agency.

The Ombudsman was satisfied that the SP had barred the line as soon as it was informed of the theft. She considered that the C was responsible for the call charges but required the SP to make a goodwill payment and written apology for not contacting C, having looked into the complaint.

12.13

C contacted SP to say that bills were still being received for two accounts after the contract end dates. SP informed C that it required written disconnection requests, but these had not been received until a later date. C wrote and telephoned SP to complain that no monies were owed and as payment was not received, SP referred the accounts to debt collection agencies.

The Ombudsman concluded that SP was within its rights to pursue C for the monies owed, as C had not followed the correct procedure. SP had offered to apply goodwill credits to the accounts, but the offer had been declined by C. However, the Ombudsman considered SP's offer to be fair and reasonable and that it should be maintained. Therefore, C was liable for any remaining balances owed and SP had not acted incorrectly by passing the accounts to debt collection agencies.

12.14

C contacted SP to report a fault with the telephone service. The fault was fixed, but C was charged for the engineer visits. C complained to SP in writing, but the charges were maintained. C's account was sent to an external agency, but this was placed on hold.

The Ombudsman concluded that C had received a shortfall in customer service from SP and required SP to cancel one of the engineer calls out charges and apply a goodwill credit to C's account. SP was also required to send C a letter of apology and ensure that once the account had been revised and paid in full that the account was closed with a zero balance.

12.15

C reported a loss of service to SP, as the telephone line had been damaged by high winds. It appeared that the problem had been resolved, but C began to get intermittent faults with the telephone and broadband services. This went on for sometime, but was eventually fixed by an engineer externally. However, C received a charge for an engineer's call out fee on a later bill, which C disputed. C made several telephone calls to SP and sent letters, but the company failed to adequately respond.

The Ombudsman concluded that C had received a shortfall in customer care from SP due to the delays and required the company to refund the call out fee, apply a goodwill credit to C's account and send a letter of apology.

12.16

C contacted SP about disputed international call charges to one particular number. C complained that the calls had not been made and therefore C would not be willing to pay for the calls. SP investigated C's billing query, but maintained the charges as correct. C sent several letters to SP and SP responded, but maintained its position.

The Ombudsman concluded that there was no evidence to support C's claim that a billing error had occurred and therefore it was likely that someone with access to the landline made the calls, even though C may not have given permission or was aware that they had been made. As the account holder, C was liable to pay the outstanding amount owed to SP and the company was not required to take any further action.

12.17

C complained that SP maintained charges after an account had been settled and closed. C also complained that they were referred to a debt collector. SP admitted that the closure of the account had not been completed properly and that an apology was warranted.

The Ombudsman agreed with SP, but required SP to make an additional goodwill payment; send an apology for the delay; and formally advise C of the status of their credit reference.

12.18

C paid C's phone bill but the SP attempted to take out the same payment from C's bank account again and C incurred a bank charge. SP promised to refund the bank charge on several occasions but failed to do so.

Following the SP receiving contact from the Ombudsman Service, it resolved the case to C's satisfaction. No further action was required by the Ombudsman.

12.19

C believed they had paid their final bill with the SP but some time later they received a debt collection letter. The SP maintained the charges.

The Ombudsman requested a case file. The SP then contacted C and offered to clear the charges as a gesture of goodwill, which C accepted.

13.0 Equipment

13.1

C had the SP's services installed but stated they did not meet his requirements. The SP agreed to remove its equipment and cancel the contract without penalty. C wanted to claim compensation from the SP but the SP refused the claim. The SP removed sales incentive credits from C's account.

The Ombudsman considered that the sales agent had not understood C's requirements at the point of sale. However, the Ombudsman found the SP's action of cancelling the contract without penalty as reasonable. The Ombudsman required the SP to reinstate its sales incentive credits as a goodwill gesture. The SP was also required to write a letter of apology.

15.0 Faults (Line)

15.1

C reported a loss of the telephone landline and broadband services to SP and an engineer's visit was arranged. The fault was repaired, but C wrote two letters to SP to complain. SP failed to reply and C requested some financial recompense.

The Ombudsman concluded that SP should apply a small goodwill credit to C's account and send C a small goodwill payment by cheque to cover any costs C incurred. SP was also required to enclose a letter of apology for failing to reply to C's letters and any inconvenience caused.

15.2

C experienced line faults and contacted SP to complain. SP offered a resolution via PICC process.

The PICC process was followed in this case.

15.3

C lost service with SP for several weeks. C complained to SP and requested compensation. SP failed to respond to C. SP failed to provide a case file and so its views were not taken into account.

The Ombudsman said that upon examination it was clear that service was lost because out of area lines were no longer to be provided and this was a regulatory issue. The Ombudsman was however concerned that SP had failed to respond to C or address the issue of compensation. The Ombudsman noted however that the terms and conditions of service clearly exempted SP from liability. With this in mind the Ombudsman required SP to award a large goodwill payment in recognition of the service issues encountered and C's mobile costs.

19.0 Installation

19.1

C was offered a goodwill payment but the SP failed to apply it to the account. C disputed the goodwill amount and believed it should be higher. The SP provided a copy of the log notes confirming the goodwill amount. C experienced a poor level of customer service.

The Ombudsman was disappointed that the SP had failed to apply the goodwill payment to the account and considered this to be a shortfall in customer service. Based on the evidence presented for investigation, the Ombudsman considered that C was not offered a higher amount of goodwill. The SP was required to apply its initial goodwill payment to C's account and make a further goodwill payment for the shortfall that had occurred. The SP was also required to write a letter of apology.

19.2

C contacted SP and attempted to get an Internet and telephony service provisioned, but encountered delays. SP accepted the delays and offered a goodwill gesture.

It was concluded that C had encountered an unacceptable delay in the provision of the telephony and broadband services and with the attempts made in contacting SP to get the issues resolved. These were clear service shortfalls. SP had addressed C's issues and offered appropriate compensation. In full consideration of the facts and issues surrounding C's complaint against SP the Ombudsman required SP to maintain its offer of compensation and send a letter of apology.

19.3

C's business was moving to new premises. C contacted SP to arrange the transfer of services. C agreed a date with SP. C contacted SP before the move date and was assured that the necessary preparations had been made. C made a further call to SP nearer the time of the move and discovered from one of SP's advisors that all preparations had not been made. C made further calls and SP responded quickly and transferred some but not all of the services. C's primary business contact number was off for a further period. Examination showed that SP's internal process had not been

followed and that there was a shortfall in customer service although it was acknowledged that the SP made every effort to rectify the situation once it was aware of the problem. The Ombudsman required SP credit the account as a gesture of goodwill and send a letter of apology.

22.0 Internet Connection

22.1

C experienced broadband connectivity issues with SP and while C participated in initial troubleshooting, C refused to continue with this and requested cancellation of the account. SP carried out C's wishes but also applied an early termination fee to the account. C complained about this to SP but SP maintained the charge so C complained to the Ombudsman.

The Ombudsman commented that SP was responsible for provisioning a broadband service and there was conclusive evidence that this had been done. It was C's responsibility to ensure that equipment attached to the line was compatible with the service and the possibility that the problem lay here had not been ruled out. The Ombudsman felt that C had not given SP sufficient opportunity to help in resolving connectivity issues and C had been premature in asking for cancellation.

The Ombudsman was satisfied that the early cancellation fee had been properly raised. The Ombudsman was unable to meet C's request for a refund of the fee paid and the Ombudsman directed that SP need not take any further action in the case.

22.2

C had supply of broadband with SP. The C informed the SP that the broadband was working intermittently but SP took no action.

The Ombudsman required that the SP contact the C to establish a stable connection. The SP was also required to offer C a point of contact until this was achieved. If the SP was unable to supply a stable service, it was required to cancel the service without penalty. The Ombudsman also required that the SP apologise to C and refund Broadband charges to the date that C contacted it to advise it of the intermittent connection.

22.3

C had broadband service with SP but was unable to establish a consistent connection.

Following the complaint to the Ombudsman, The SP offered to refund broadband charges and make a goodwill payment and written apology to C. The Ombudsman considered this to be fair and required the SP to do so.

24.0 Mis-selling

24.1

C agreed to a new system from SP on the basis this would improve C's business but when SP's engineers came to install the system, they advised it was not compatible. C complained to SP about this but then found that SP had disconnected the entire service due to non-payment. C continued to complain to SP but received no response.

From the evidence provided, it was apparent that C had experienced several shortfalls in customer service from BT in this instance, particularly as C had been mis-sold the system, been incorrectly billed and also had no formal response to the complaint. This was also taken into consideration and it was proposed for SP to collect the redundant system and return C to the original tariff, cancel the additional line and reduce the balance to zero and also provide C with a goodwill payment and apology. As SP had acknowledged liability for the disconnection of the services for the said dates, it was recommended that C pursued this via SP's own claims process.

24.2

C called SP to cancel a contract. SP invited C to stay on for another year for free. C agreed to the terms of the new agreement. The terms of the agreement meant that C had to have an active Direct Debit. C says it was not made clear to him that they were entering into a new minimum term agreement.

The Ombudsman was of the opinion that C had entered into a minimum term agreement and required SP to send C a copy of the call recording and send a letter of apology.

24.3

C complained to the SP after it provided a telephone and broadband service, with C highlighting a number of problems with the broadband service. C also complained that the SP had mis-sold the telephone system and had applied costs not agreed at the point of sale.

It was concluded that the SP had made reasonable attempts to resolve C's broadband issues, but that C had failed to give the SP to rectify any problems. There was also no evidence of mis-selling by the SP and on this basis it was concluded that the equipment could neither be removed or the costs reduced.

In resolution it was suggested that a meeting between C and the SP may be beneficial. Therefore the SP was required to contact C in order to make a mutually convenient time to visit so that the full products and services provided could be discussed. The SP was

also required to maintain the offers previously made, including the provision of a free broadband upgrade.

32.0 Refunds

32.1

C cancelled the service with SP and SP notified C that a refund was due. C contacted SP many times to receive the refund and SP failed to provide it. SP agreed to make goodwill payment but no payment was received. SP acknowledged its error and proposed an increased goodwill payment.

The Ombudsman required SP to make a goodwill payment and send a letter of apology.

34.0 Service Transfer

34.1

C complained that SP was unable to provide a reliable service for C. C complained and SP stated that technical assistance was offered. C appeared to try this initially but then wanted to cancel the contract. The case file from SP was not clear on this aspect of C's complaint, but it conceded that despite technical assistance C's problems had not been resolved.

The Ombudsman decided there had been long term problems for C which was justification for allowing C to close the account without a termination fee. SP was also required to make a written apology for the perceived shortfall in customer service and provide a goodwill payment.

34.2

C contacted SP to cancel an order to transfer the landline to another provider. SP failed to assist C, this caused the landline to transfer. C received letters from SP chasing for payment of the final bill which C disputes. C requested that SP remove the outstanding balance as compensation. SP said it had acted upon a request received to transfer service and had no record that C called. SP said that C was responsible for the final bill balance.

The Ombudsman was concerned that SP failed to prevent the situation from occurring by cancelling the transfer. Its lack of action was viewed as a shortfall in customer service. The Ombudsman was also concerned that SP evidently failed to respond to written correspondence. Although the Ombudsman said that C had received poor customer service from SP there was no justified reason why SP should remove the

outstanding balance for a service used by C. The Ombudsman required SP to award a goodwill payment, credit this against the outstanding balance and to send a letter of apology to C.

34.3

C purchased the parental home and asked SP to transfer services; SP confirmed that the order had been processed. C was without service the following day and contacted SP who informed C that it had no record of the order. C now has service but did not receive a bill from SP for nine months. C wrote two complaint letters but SP did not respond.

The Ombudsman required SP to implement its suggested solution of confirming the account is in C's name; confirm the new account number; credit any late payment charges that appear on C's account; credit C's account with a goodwill gesture; and send a letter of apology for the confusion caused.

34.4

C subscribed to SP's package. C was informed that part of the package was not available free and agreed to a monthly charge. C then asked to cancel the contract on the grounds that C had been mis-led that it should be free in the near future when this was not the case. SP would not release C from the contract.

The Ombudsman considered that C had agreed to a twelve month contract and that this service has been provided by SP. The Ombudsman therefore considered C's request for a refund of all charges and to be released from the contract was not warranted. However, SP had failed to escalate C's complaint and the Ombudsman required SP to provide a goodwill credit in recognition of the shortfall in customer service.

34.5

C complained that the SP failed to provide the full range of services as agreed. C complained that part of the agreement had not been fulfilled and wanted to cancel the contract. The SP told C that there was a technical problem and that they could not cancel as C was outside the cooling-off period, but the SP did offer a goodwill payment.

The Ombudsman considered there had been poor customer service for C and that it was not reasonable to deny C's request to cancel the contract, given the fact that it had been unable to provide the full range of services for many months. The SP was required to allow C to cancel the whole package without incurring a termination fee. It was also required to make a written apology for the poor customer service and provide a goodwill gesture as a contribution towards C's expenses.

34.6

C contacted their SP to transfer their existing telephone service, as C was moving home. C was informed by their SP that the person who dealt with this type of request was on holiday and they would have to wait until they returned. It later transpired that SP does not actually offer this service. C was unable to wait and cancelled their services. SP cancelled the services 5 days too early causing C further problems and costs.

The Ombudsman decided that whether to provide such a service was a commercial decision. However, there were shortfalls in customer service. As SP had already re-evaluated the complaint and issued a credit to clear the outstanding amount on C's account, the Ombudsman considered that this was sufficient to cover this shortfall. SP was required to send a letter of apology to C.

35.0 Stolen/Lost

35.1

C had a mobile phone contract with SP. The handset was stolen and a large bill was accrued. The C said that it had tried to alert the SP without success.

The SP stated that it blocked the account as soon as C contacted it to advise that the handset had been stolen.

The Ombudsman considered that the SP had done all it could to block the handset as soon as it was informed. She did require a goodwill payment and written apology to C for customer service shortfall identified within the case.

35.2

C made an insurance claim as their handset had been lost. The Insurance Company declined the claim and C complained to the SP. The SP offered C a replacement handset. C disputed the balance on their account and stopped making payments. The SP explained that as outlined in its Terms and Conditions if a handset is lost the customer remains responsible for line rental charges and this is what the balance was.

The Ombudsman was satisfied with the SP's explanation and considered C should remain responsible for the account balance. The Ombudsman was of the opinion that the SP had provided C with a reasonable level of customer service. The Ombudsman required no further action to be taken by the SP. The Ombudsman recommended that C followed the insurance company's complaint process to make a complaint about how their claim had been handled.