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1.0 Auto Diallers

1.1

C complained about her broadband service. C had broadband terminated early and charges applied to account after contract had ended

Ombudsman found that there had been a shortfall in customer service. As a remedy an award was given. This reflected the inconvenience caused to C because C was without a normal working broadband service and reflected that SP had not responded to C's correspondence.

2.0 Billing

2.1

Mobile Phone User - Disputed charges

The complainant disputed calls charged outside price plan allowance with the service provider. The complainant said had been informed calls and texts would be charged at the same rate as calls within the allowance. The complainant complained to the service provider but remained dissatisfied with its response. The complainant requested a refund of all payments. The service provider said that the complainant had been charged correctly and the service provider had informed the complainant of this on numerous occasions. The service provider said as a resolution it had removed the complainant's outstanding balance which was for usage used by the complainant.

The Ombudsman said it was common practice throughout the mobile industry for customers to be charged for usage outside a price plan allowance at the rates published for standard calls. The Ombudsman confirmed that the complainant remained liable to pay the service provider. Therefore its removal of the complainant's outstanding balance was viewed as a reasonable award, even though the service provider had done nothing wrong. The Ombudsman could find no justifiable reason why the service provider should the complainant for payments made and required no further action from the service provider.

2.2

C found some old calling card which had been used in the past to call relatives abroad. C tried to use one to see if they still worked. On dialing the number and PIN number, C decided not to proceed with the call and replaced the receiver. C subsequently received a large bill showing the duration of the call at over 21 hours. C complained advising that the call had been terminated. C also stated that a call had been made elsewhere during

the disputed call period and therefore the call must have been terminated. SP advised that C's equipment was not faulty and all calls made were correct. SP advised that the call was to a Premium Rate Service and was not carried across its network. Additionally, SP suggested that C had not properly replaced the receiver thus not terminating the call.

The Ombudsman directed that SP should apologise to C and make a goodwill payment. The Ombudsman further directed that SP should also confirm whether a call was made during the disputed call period

2.3

C requested reconnection of a telephone line by SP. C then received a monthly invoice and then a further invoice for connection fees. C wrote to SP with payment and notified SP that the service was to be taken on by another provider. C continued to receive bills and a charge for early termination of a twelve month contract. C complained by telephone and letters saying that there had been no agreement to a twelve month contract. C stated that no terms and conditions had been received and this had not been explained. In fact, C said that the engineer had stated that any provider could be used. SP refused to accept this and stated that C would have been notified of the package options on sign up and that the telephone use implied acceptance. C complained further that no response was received from the correspondence sent and call backs were not received as promised. C stated that considerable time had been spent in the evenings waiting for customer services.

The Ombudsman had no information about the initial call save for brief case notes. C was unable to support the fact that there was no awareness of the terms and conditions and these had not been received. C had also responded within 5 days of connection to SP to notify of the intention to change provider. Therefore C was responsible for the initial set-up costs and for charges up to the date of notification of the intention to change SP. SP was to waive the termination fees, cease any debt collection activity, reinstate any adverse credit history caused and write an apology for the failures with customer service. SP was to credit the account with any other fees and with a goodwill payment in recognition of the time inconvenience and expense incurred by C.

2.4

SP failed to set up C's account as a business service as was requested and failed on three occasions to provision the service. C claims this had a detrimental effect on the business. SP failed to set up the account using the correct name and address. SP failed to consider C's claim for business losses as it had set the account up as residential.

The Ombudsman noted C actively sought resolution to the complaint and the customer service demonstrated on the case was poor.

In summary the Ombudsman required SP to reassess the account from the effective start date of the contract on business line rates; issue a business compensation claim

pack and review the case as a business line from the start of the contract; place a hold on all recover action while the account is recalculated; make a goodwill gesture in recognition of the missed appointments, rental for the period without service up to 6 September, customer services issues raised and contact costs C incurred; maintain the outstanding balance of the account; and to issue a formal letter of apology.

2.5

C advises their Direct Debit increased without warning and without an explanation into why it had increased. C says they have not had letters responded to and also they received a credit with no explanation as to how this had been calculated. SP advises C was warned about the increase to their Direct Debit and advises C has been advised why their Direct Debit increased and what the credit was for.

The Ombudsman found that C had been warned about an increase to their Direct Debit on their bill. It was found that C had queried why their Direct Debit had increased and why they had received a credit but had not been provided with an explanation. SP was required to provide an explanation. In addition, it was found C had not had a response to their letters. This was considered to be a shortfall in the service they had received. SP was required to apologise and award a gesture of goodwill in recognition of this.

2.6

C contacted SP asking for a quote on activating the landline service. C was informed that an engineer would be sent but C said that only a quote was needed and that they did not want to be charged for the visit. C was advised that no charge would be incurred however after the visit C received a bill. C tried to contact SP but was unsuccessful. C also wrote to SP but did not receive a response. C received a reminder for payment and being concerned about possible Debt Collection proceedings C paid the outstanding balance. C continued to complain and eventually the service was cancelled. C incurred an early termination fee for cancelling within the minimum contract period.

The Ombudsman concluded that C had been provided with misinformation about the service and that C had experienced a shortfall in customer service. The Ombudsman required SP to issue an apology, clear the early termination fee and to offer a goodwill payment for the misinformation and the shortfall in customer service.

2.7

C was incorrectly billed. SP accepted that C was incorrectly billed and offered a credit and to investigate the issue fully to ensure that it would not be repeated.

It was concluded that C had been incorrectly charged by SP and did not receive an appropriate response to contacts made. SP was required to investigate the billing issue and send C its findings, then offer its assurances that C will not be incorrectly billed in the future, send written confirmation of the amendments made to C's account to address

the incorrect charges taken, offer a credit to C's account for the overall poor experiences to date and send a letter of apology.

2.8

C took out a service with SP but an aspect of the service was withdrawn based on a commercial decision by another SP. C complained that they were mis-sold the contract as C was promised the withdrawn service would be available for the full minimum term. SP claimed it did not make this promise. As a result of this, C switched SP's and SP applied an Early Termination Fee as C had ended the contract within the initial term.

After reviewing all evidence, the Ombudsman concluded that SP had not mis-sold the contract or misinformed C during the sales process. The Ombudsman also decided that the SP was entitled to apply an Early Termination Fee, and that C must pay the outstanding amount.

2.9

C agreed to a package with SP, and believed that the line rental was F7 per month. C received bills and realised that the line rental was more than £7. C queried this with SP but did not receive a reply. C involved a third party who wrote on C's behalf. SP issued a final bill and included an early cancellation fee, and a late payment fee. C has refused to pay this and a Debt Collection Agency has now become involved.

The Ombudsman requested SP to prepare a revised final bill excluding the cancellation fee. C had contacted SP within six months of the sale, but SP had not refuted C's claims by providing a copy of the sales recording to show that C was not advised line rental was only £7 per month. The Ombudsman made C aware that a verbal agreement on the phone is an acceptance of the terms and conditions of a contract. The Ombudsman decided that SP could apply the late payment fee, but requested C's records are recalled from the Debt Collection Agency as the bill was under dispute.

The Ombudsman also asked the SP to credit C's account with a goodwill gesture and to send a letter of apology.

2.10

C claimed that SP had been wrong to include charges on a bill for calls which it had failed to include in a previous bill. SP accepted that a system error had meant that the charges for certain calls had not been included in the previous bill but pointed that its terms and conditions explained that charges would be included in later bills in these circumstances. As a goodwill gesture in an attempt to resolve the issue amicably, SP had credited C's account with the costs of the calls concerned but C wanted additional compensation for the worry and inconvenience caused.

The Ombudsman found that SP had acted within its published terms and conditions and considered that the offer made had been a reasonable way of trying to resolve the issue so did not require SP to take any further action.

2.11

C transferred the telephone service to SP. C started receiving bills for two different account numbers. C returned the incorrect bills but received no response. C also contacted SP by telephone but was consistently transferred to a different department to deal with the account but C received no response. C sent a final letter of complaint but again failed to receive a reply.

The Ombudsman concluded that there had been a shortfall in customer service and required SP to issue an apology, close the incorrect account clearing all charges from this account, also confirming these actions in writing to C and offer a goodwill payment for the shortfall in customer service.

2.12

C ordered See Speak and Surf Package with SP, only to find that SP could not provide certain elements of this package, within a reasonable time frame.

The SP has been unable to resolve and C has left SP as a result.

The Ombudsman considered that there was a shortfall in customer service and required SP, to provide goodwill and written apology to C.

2.13

C advises that there was a fault with their handset which resulted in them getting larger bills. C says this was resolved but the service was terminated and they have been charged an early termination fee. SP advises that it has offered to credit C's account with half their usage as a gesture of goodwill but the termination is to remain chargeable.

The Ombudsman found that C's account had been ceased due to non payment when SP had agreed to place C's account on hold. This was considered a shortfall in service. It was found that had the account been placed on hold as agreed the service would not have been ceased and an early termination charge would not have been raised. The SP was required to cancel the early termination fee as a gesture of goodwill. It was found SP's offer of reducing C's balance by half sufficient in addressing any faults with the phone which may have generated a larger bill. SP was also required to apologise for any inconvenience this matter had caused.

3.0 Broadband

3.1

C ordered a broadband upgrade but complained that SP failed to provide the equipment needed. C disputed the charges raised for a service not provided. C was informed that C would not be charged for broadband but the final bill charged C to term. C sent a letter to SP but received no response. SP said it had removed the broadband charges. SP proposed to remove the remaining balance as goodwill in recognition of the service shortfalls.

The ombudsman was concerned that SP failed to provide C with the required equipment and also failed for several months to respond to C or remove the charges for broadband not provided. However, the Ombudsman viewed the proposal to remove the outstanding balance as a reasonable resolution. The Ombudsman also required SP to send C a letter of apology.

3.2

C cancelled contract with SP but continued to receive invoices for advanced charges. C notified SP that C was no longer a customer of SP. SP confirmed C was no longer a customer and C's account was zero. C received a letter from a Debt Collection Agency, and continued to receive invoices from SP for advanced charges. C has been unable to obtain broadband from another provider as C believes there is a marker on the line.

SP offered a goodwill gesture of £150, and the Ombudsman considers this to be a fair offer. SP is also required to provide a letter of apology to C for the shortfall in customer service. If C is still unable to obtain a broadband service, then C must establish who has placed the marker on the line.

3.3

C placed an order with SP and internet order was delayed by several days. C contacted SP many times and experienced long waiting times, lack of response to correspondence and inability to escalate to a team manager. C complained to SP and it made an offer that C rejected.

The Ombudsman requires SP to reinstate the goodwill offer and send a letter of apology.

3.4

C applied for telephone and broadband services from SP. C complained that C had not been able to connect to broadband for six months and that SP failed to reply to C's letter. C complained to Otelo and requested compensation.

SP provided a copy of the account records. This did not show any problem with the broadband connection apart from a delay in providing a username and password and very little contact from C. SP maintained that the services had been provided. C did not provide any supporting evidence.

The Ombudsman considered that SP had provided the services and that C's claim for compensation was not warranted.

3.5

C signed up for SP's package and C did not receive a broadband service. C believed that the package included payment for broadband. C chased SP to reinstate the broadband service and SP failed to resolve the issue or make call backs. SP established that free broadband is not available in C's area although there is no evidence that C has been informed of this. C wrote a complaint letter and received no response. C asked to be released from SP's contract with no penalty.

The Ombudsman requires SP to offer free broadband service for four months if C decides to remain with SP; to allow the C to cancel the contract without penalty if wishes; to make a goodwill payment and to send a letter of apology.

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3.6

C requested broadband from the SP. However, C cancelled the order within the cooling off period. The SP failed to cancel the order and service charges were taken from C's bank account. C experienced a poor level of customer service.

The Ombudsman requested a case file from the SP. The SP made an offer to resolve the complaint. The SP refunded the incorrect charges and wrote a letter of apology, which C was happy with.

3.7

C signed up for SP's broadband service. C experienced problems. SP sent an engineer who decided that C's telephone line would not support broadband. C complained to Otelco that despite this, SP would not accept C's cancellation request and insisted that C continue to report problems to its Technical Team. After another engineer had visited C's home and found the line could not support broadband SP agreed to cancel the contract. However, the SP continued to charge C for the service. SP eventually told C that it had refunded all broadband charges and offered a goodwill payment to recognise the inconvenience caused.

The Ombudsman was of the opinion that that although SP was right to try to supply broadband to C, it should have agreed to cancel the account after the first engineer had decided the line would not support broadband. . It was unclear if SP had refunded the broadband charges incorrectly levied and therefore was required to ensure this had been done. The Ombudsman was satisfied that the offer of a goodwill credit SP had made to C was reasonable to recognise the problems C had been caused and no further

amount was awarded. SP was also required to apologise for the poor customer service supplied.

3.8

C already had a telephone service with SP and decided to contact SP to request broadband. The service was activated on time, but it was suspended on occasions as C's account either breached the credit limit or payments were not received on time. SP noted that it should have required C to provide bank account or card details, but it appears that this was overlooked. C complained to SP by letter and email and the majority were replied to within a satisfactory timescale. However, C remained dissatisfied by SP's customer service and requested to cancel the services early.

The Ombudsman concluded that there was insufficient reason to require SP to cancel the contract, without applying early termination fees. SP was also within its rights to suspend the services if the account was in arrears or C had breached the credit limit. There was some evidence of poor customer service and therefore SP was required to apply a small goodwill credit to C's account and send C a letter of apology for any stress and inconvenience caused.

3.9

C ordered the telephone service and broadband from SP, but there was a short delay before the services were provided. C complained in writing to SP, but did not receive adequate responses from SP.

The Ombudsman concluded that C had received a shortfall in customer service and that there was a short delay before C received SP's services. Therefore, SP was required to apply a goodwill credit to C's account.

3.10

C agreed to a broadband service with SP, but had connection problems for some months. C contacted SP on several occasions by telephone and in writing, but SP failed to respond to all C's correspondence.

The Ombudsman concluded that C had received a poor customer service from SP and required SP to apply a goodwill credit to C's account, send C a letter of apology and reduce C's monthly tariff, if the broadband speed could not be improved.

3.11

C complained that there had been a delay in SP activating the broadband service that had been ordered. C then complained that there had been a fault on the line which had not been resolved for several months. SP disputed that there was a delay in it providing broadband, and pointed out that it had no record of C reporting the problem. However, it

did accept that there had been an inordinate delay in it resolving the problem and suggested it should be required to make a payment to C to recognise this.

The Ombudsman agreed with SP that there was no evidence to suggest that C had reported that there was a problem with the activation of the service. The Ombudsman also accepted that SP should be required to make a payment to C to recognise the excessive amount of time it had taken to resolve the fault that C had experienced. SP was required to make such a payment to C.

3.12

C signed up for SP's broadband service. Several months later, C purchased a new computer. SP's software was not compatible with C's new operating system. C contacted SP. SP offered new software but asked C to pay a small fee to cover the postage. C refused to pay and asked SP to cancel C's contract. SP considered this was unreasonable and refused.

The Ombudsman was of the opinion that it was reasonable for SP to ask C to cover the cost of postage of the new CD. SP was not required to take any further action.

3.13

C complained that there was a delay in SP supplying broadband to C. C then complained that there was a fault with the broadband service. C subsequently complained that SP had charged C incorrectly for the package C had signed up for. SP said that broadband was not available in the area C lived when C initially submitted an order. It said that when it was able to supply the service to C, the problem C experienced was quickly resolved. SP argued that C had been charged correctly.

The Ombudsman accepted that SP could not initially supply broadband to C, but felt SP should have communicated to this to C. It was decided that SP had promptly resolved the connection problem C had reported. It was also concluded that SP had charged C accurately. All in all, no further action was required.

3.14

SP supplied C with a telephone service which was upgraded with broadband. C experienced difficulties with the broadband connection. C paid for diagnostics and made efforts to use SP's technical support. Problems were still being experienced and so C decided to move the service. SP agreed to make credits against the account and a final amount was agreed. However SP commenced debt recovery action and the amounts trying to be recovered differed from the final agreed amount. C refused to pay and considered that the complaint was ongoing.

The Ombudsman considered that SP had commenced debt recovery action prematurely prior to the final agreement and this had prolonged the complaint. It was required to

clear the account balance as a gesture of goodwill, apologise for the shortfall in customer service and ensure Cs credit rating was unaffected.

3.15

C complained that broadband with SP did not initially work for approximately nine days. C called SP, sent emails and letters requesting compensation but received no response other than a letter informing C of a credit but providing no actual explanation. C continued to complain to SP but C received no response. SP failed to provide a case file and so its views could not be taken into account.

The Ombudsman advised that no SP could provide a fault free service and so SP could not be blamed for the fault. The Ombudsman was however concerned with SP's evident lack of response to C's compensation claim and letters of complaint. The Ombudsman required SP to award a nominal goodwill payment and send a letter of apology providing a full explanation of the credit already applied.

3.16

C took out a broadband and mobile packaged with SP. C experienced difficulties connecting to the broadband service which was not resolved by SP until some time later. C then found that the speed of the line was lower than quoted when taking the contract. SP informed C that it cannot guarantee broadband speeds. C also asked why the speed has decreased a short time after first connecting. SP informed C that during the first 10 days the line was stabilising and that a stable speed is eventually found. C also experienced an issue with the mobile service. C was asked to obtain a code from the previous provider which would allow C to transfer the number. SP entered this incorrectly and C was forced to obtain another code. There was also an issue regarding the charges which SP did resolve but has since discovered that there had been a small overpayment on the account. SP also offer a promotional offer to C.

The Ombudsman agreed that SP could not guarantee the speed of the connection however it was acknowledged that C has experienced a shortfall in customer service. The Ombudsman required SP to issue an apology, credit the mobile account with a goodwill payment for the overpayment and the issue relating to the code, credit the broadband account with a goodwill payment for the shortfall in customer service and to maintain the promotional offer.

3.17

C's order for a broadband was delayed which impacted on C's business. Where a broadband issue is concerned the Terms and Conditions indicate that compensation will not be payable as there is no Universal Obligation on the SP to provide a telephone line for broadband purposes. In this instance, SP had agreed to carry out an Actual Financial Loss claim. As matters progressed C objected to providing the level of documentary support required to complete the Actual Financial Loss claim. C claimed that to provide various documents would involve further expense. C wanted to avoid this

and for the Ombudsman to require the level of compensation that had been claimed. It was found that it was a matter for SP to decide on the level of support required to complete a claim. The Ombudsman could not be relied upon as a means of avoiding these requirements.

SP was required to repeat its offer to C to complete an Actual Financial Loss.

3.18

C was offered broadband by the SP and the modem was sent out. C returned the modem and cancelled the service. C then incurred charges for broadband and complained to the SP. The SP explained that C had cancelled broadband after the cooling off period had expired.

The Ombudsman was satisfied that C had been made aware of the cooling off period and that they had cancelled outside of this period. The Ombudsman was of the opinion that the SP had provided C with a reasonable level of customer service. The Ombudsman required the SP to take no further action.

3.19

C began to experience problems with Broadband and contacted SP but the issue remained unresolved.

SP agreed to apply a credit to the account, but C considered SP had not provided it.

The Ombudsman was satisfied that C received the promised credit. The reasons why C experienced problems with Broadband were inconclusive, but it was accepted there were no faults on the line. SP was required to provide a small goodwill credit in respect of the call charges and inconvenience C had incurred in trying to resolve the complaint.

3.20

C experienced several broadband faults which the SP failed to resolve. C experienced a poor level of customer service. The SP made a goodwill offer, which C accepted, but the SP failed to implement its offer.

The Ombudsman was concerned that the SP failed to take pro-active action to resolve C's faults. The SP was required to arrange a senior engineer to contact C to discuss any outstanding issues. The SP was also required to fulfill its goodwill offer. The Ombudsman was of the opinion that a continued shortfall in customer service had occurred and the SP was required to make an additional goodwill payment and write a letter of apology.

3.21

C complained of a loss of service for three weeks. C complained that broadband was slow. C transferred services to another provider but Sp continued to bill C and also referred the debt to collection agency. C requested substantial compensation. SP said that C had had a fault for outgoing calls when the service was transferred to its own equipment at the exchange. SP said that C had excessive usage and so service was restricted per the terms of the Fair Use Policy. SP admitted that in error it continued to bill C. SP said that this had been resolved and it had offered C a goodwill payment which C declined.

The Ombudsman said that as no provider can provide a fault free service then SP could not be blamed for the fault. The Ombudsman also said that as the Fair Use Policy was a commercial decision then the Ombudsman could not comment any further. The Ombudsman was however concerned that SP continued to bill C for such a long period of time and this was viewed as poor customer service. In addition the debt had been referred to a collection agency. As a resolution, the Ombudsman required SP to increase the goodwill payment, refund the termination fee, and ensure that C's credit file had not been affected and to send a letter of apology.

3.22

C complained of an intermittent line fault and loss of broadband with SP. C had been reporting the fault for several months without resolution. C sent a letter to SP but received no response. C requested compensation. SP said that the line fault had been repaired and it was continuing to investigate the broadband fault.

The Ombudsman was concerned that C had had the broadband fault for approximately six months without resolution. This was viewed as unacceptable. SP however resolved all faults during the provisional report process and offered C a goodwill payment which C accepted in full and final settlement. The case was therefore closed with no further action.

3.23

C signed up to a broadband service but could not get connected and was charged. SP set out that C was not charged for the broadband service but for other Narrowband accounts that were set up prior to the broadband order. It was found that the charges raised were correct but that SP did not reply to contacts made by C.

SP was required to clear the outstanding debt on the three Narrowband accounts, to send C a full re-calculation of the account showing charges taken for the Narrowband accounts, justifying the charges raised, confirm that all Narrowband accounts are closed and send a letter of apology for the service shortfalls highlighted in the report.

5.0 Cancellation

5.1

Domestic Customer - Late Provision and cancellation of services.

The complainant requested a package of services from the service provider. The service provider connected one service early but failed to provision three other services and this had an impact on the complainant's business. The complainant repeatedly complained to the service provider about this but the problems were not resolved and the complainant asked for cancellation of the services that had not been provisioned, and for compensation. The service provider made a goodwill gesture to the complainant for the inconvenience caused but this was unacceptable to the complainant so the complainant complained to the Ombudsman.

The Ombudsman noted that the service provider's Terms and Conditions specified that it had no obligation to provide compensation for businesses losses so there was no requirement on the service provider to meet the complainant's request. However, the Ombudsman felt that the complainant had been considerably inconvenienced and it was fair for the service provider in these circumstances to make a goodwill gesture in recognition of the inconvenience caused. The Ombudsman directed the service provider to do this and to send the complainant a letter of apology.

5.2

C claims to have been subjected to abuse in SP's store and as a result cancelled a contract. However, C had entered into a minimum term contract with SP and the minimum term had not expired. SP explained this to C but C maintained the desire to cancel. C withheld payment and SP cancelled the contract. SP invoiced C for the outstanding charges plus a termination fee. When complaining, C received mis-information from SP about its ADR scheme.

The Ombudsman was of the opinion that C had entered into a minimum term contract and was liable for the outstanding charges. However, the Ombudsman considered that there had been a shortfall in customer service and required SP to apply a credit to the outstanding balance.

8.0 Customer Service

8.1

C had a telephone package with SP. The C cancelled the service within the cooling off period and migrated to another provider but the SP continued to invoice C. C wrote letters of complaint, which were not responded to and then started to receive correspondence from a credit agency.

The SP acknowledged that it had levied charges in error. The Ombudsman 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 be cleared of any adverse information relating to this issue.

8.2

Having transferred services to a new service provider the complainant received bills which the complainant was unable to understand. The complainant also discovered that a requested "caller-display" feature had not been provided. Despite making repeated complaints to the service provider about this the complaint was unable to resolve the issue so the complainant brought a complaint to the Ombudsman.

The Ombudsman was satisfied that the charges on the complainant's bill were correct and with the information contained on the bill. However, the Ombudsman felt that it would be helpful for the service provider to explain the charges in writing in greater detail to the complainant. The Ombudsman also noted that since the complaint had been brought to the Ombudsman the service provider had provided the caller feature.

The Ombudsman recognised that there were shortfalls in customer service arising from the delay in applying the caller-display feature to the account and in the poor response the service provider gave to the complaints. The Ombudsman directed the service provider to make a small goodwill gesture and to send a letter of apology to the complainant in recognition of the inconvenience caused by these shortfalls.

8.3

C cancelled telephone service with SP and paid the Final Bill. The SP then started to send further invoices to C. C tried to complain in writing and by telephone but the invoices continued.

The Ombudsman required that the SP remove the charges, close the account and make a goodwill payment and written apology to C for the inconvenience caused.

8.4

C approached SP for broadband and was given a go live date. Unfortunately, the go live date was not adhered to. C complained but SP did not respond. C's broadband went live but SP did not inform C. A resolution was agreed between SP and C but SP did not do all of the resolution.

Whilst the Ombudsman appreciated that SP had attempted to resolve the problem SP was required to make a further goodwill gesture to C and to acknowledge its mistakes in a letter.

8.5

C moved into a house and discovered that there was a restricted landline due to bad debt from the previous occupants. C was advised to go to a different provider but wanted to be with the current SP. However, it took seven weeks for the line to be unrestricted by the SP. C then had trouble connecting to SP's broadband service as C was not advised that C's PC did not match the minimum specification required for SP's broadband service.

The Ombudsman found that there had been a shortfall in customer service and that a goodwill gesture for C's inconvenience should be paid.

11.0 Disconnection

11.1

C had their broadband line upgraded to LLU. However, there were problems and C decided to transfer to another provider. After persuasion from their current SP, they decided to stay. However, the cease order on their line could not be stopped and they ended up with some services being provided by two SP's. The original SP cancelled their account but then chased C for payment.

The Ombudsman decided that C had suffered extremely poor customer service and requested that the outstanding bill be waived and also that a cheque was sent to C as a gesture of goodwill. It was decided that their SP had not acted in their best interest, as the SP should have been aware that it was too late to stop the cease order and that by attempting to do so it would cause problems.

11.2

SP disconnected C in error for non-payment, although payment had been made. C made complaints to SP, but did not receive a response.

The Ombudsman required that the SP re-connect the C's telephone as soon as possible and make a goodwill payment and written apology to C for its failure to respond to the complaint.

12.0 Disputed Charges

12.1

C decided to join an SP for a TV, Broadband and Telephone package. C did not have a line and so had to arrange for this to be installed. However, then C wanted to pay their line rental to the SP providing the package. The SP who had installed the line then sent C a cancellation fee but C would not pay this.

The Ombudsman decided that as C had no line C had entered into a contract when the line was installed and was bound by the SP's Terms and Conditions. The SP was required to take no action. C was advised to speak to the SP who had offered the package as it was felt that this SP may not have explained the implication of the advice it had provided to C.

12.2

C incurred PRS charges and complained to SP and they believed PRS numbers should have been barred. The SP explained that a PRS bar had not been applied to C's account. The SP provided evidence to confirm that C dialled PRS numbers on a regular basis for several months. C experienced a poor level of customer service.

The Ombudsman was satisfied that C was aware of their ability to utilise PRS numbers and they should remain responsible for the disputed charges. However, the Ombudsman considered that C had experienced a shortfall in customer service. The SP was required to make a nominal goodwill payment and write a letter of apology.

12.3

C contacted SP as fault on the line when making international calls. To allow a test to be undertaken, SP advised C to use a prefix number. C continued to use this prefix and received an invoice from another SP. C requested that SP pay full differences of the costs incurred. SP offered a goodwill payment and then agreed to pay the difference. C continued to use prefix and requested that SP pay difference. SP made a goodwill offer that C rejected. SP has given consistent advice to C. C wrote to SP and SP did not send a written response.

The Ombudsman requires SP to re-instate goodwill offer and send a letter of apology.

12.4

C went to another SP for the calls whilst paying only line rental to SP. However SP began charging C for call also. C did receive a refund and was advised that this would not happen again. C later received another bill again charging for calls. C continued to complain however the problem was not resolved.

Following contact with C and SP, it was agreed through mediation that SP would confirm that it would charge correctly and a goodwill payment was offered for the shortfall in customer service.

12.5

Mobile Phone user - Handset return/Contract Cancellation

The complainant agreed to a contract upgrade for a mobile telephone but discovered that the handset was faulty as it was unable to fully retain the Subscriber Identity Module (SIM) Card. The complainant returned the handset and demanded that the contract be cancelled. The service provider refused to do this as the complainant had made use of the handset and had made calls with it which had brought the contract into being. The complainant was unhappy with this and complained to the Ombudsman.

The Ombudsman noted that the service provider's Terms and Conditions stated that the handset could not be returned once it had been used. The Ombudsman commented that any cooling-off period was not provided to evaluate the product. In the opinion of the Ombudsman, the complainant had obtained the services no matter how short, by using the handset and the contract terms had come into being. In the event of mid-term cancellation the complainant would be responsible for any early penalty fee the service provider imposed. However, the Ombudsman felt that the service provider should rectify any faults with the handset, or replace it with a new unit.

The complainant had also raised concerns that all correspondence the complainant had sent had not been responded. In response to this the service provider offered to make a small goodwill gesture in recognition of any inconvenience that had been caused. The Ombudsman found this to be acceptable and directed the service provider to maintain this offer.

12.6

Domestic Customer - Disputed charges

The complainant experienced a broadband fault which was due to the malfunction of a modem. The complainant's complaint about this was resolved when the service provider offered a gesture of goodwill which was accepted by the complainant. The complainant then paid the outstanding balance on the account by means of a Credit Card transaction. The complainant claimed that the complainant understood this to be the final payment of the account and the complainant was surprised to receive further bills which the complainant claimed were incorrect as the payment had not been applied but added to the debt. The service provider maintained charges outstanding on the account were due, so the complainant complained to the Ombudsman.

The Ombudsman examined relevant bills for the account and noted that the payment had not been credited to the account. A billing error had occurred. However, aside from this billing error, there were outstanding charges on the account which were valid and the complainant was responsible for them.

In respect of the inconvenience caused by shortfalls in customer service in applying the payment to the account late and the billing error, the Ombudsman directed the service provider to make a goodwill gesture to the complainant and to send the complainant a letter of apology.

12.7

C purchased calling cards to call overseas. C was advised that using the cards would reduce the cost of the calls with SP. C used the calling cards on the mobile phone believing the calls would be free but C was charged. C complained that having paid for the calling cards SP should not have charged C for the calls.

The Ombudsman directed that SP should allow an extended repayment period to clear the balance of the account.

12.8

C raised several billing queries with SP and although credits were applied to C's account, C remained dissatisfied as SP had failed to reply fully to C's correspondence and delayed in dealing with C's complaint.

The Ombudsman concluded that there was some evidence of poor customer care and required SP to apply a goodwill credit to C's account and send C a letter of apology.

12.9

Domestic Customer - Delays in cancelling account

The complainant made a request for services but cancelled within a "cooling-off" period. The service provider failed to cancel the account and despite protestations by the complainant continued to send bills to the complainant. The complainant complained to the Ombudsman.

The Ombudsman noted that the service provider accepted that the account should have been cancelled. The Ombudsman directed the service provider to withdraw or credit all charges on the account and close it with a zero balance.

The Ombudsman also commented that there had been shortfalls in customer service in this case by the service provider not providing a response to a considerable volume of correspondence the complainant had sent about the problem. In recognition of the inconvenience caused by this, the Ombudsman directed the service provider to make a goodwill gesture to the complainant.

12.10

Business broadband - Disputed charges

The complainant was an existing broadband user when the complainant requested a free service from the service provider. The service provider initially agreed to the request but later discovered that as the complainant was a business user, the complainant was not entitled to receive a free broadband service. The complainant demanded that the service provider provide such a service and when it failed to do so, and to refund charges the complainant had paid for a broadband service. The service provider refused to do this so the complainant complained to the Ombudsman.

The Ombudsman noted that a condition of the free broadband was that it was purely for home use, so the complainant was not entitled to the service and offer and the Ombudsman was unable to direct the service provider to do this.

However, the Ombudsman noted that the service provider had failed to provide the complainant with an upgrade letter after the complainant had requested the service and had the service provider done this, then the situation would have become clear to the complainant and the complainant may not have waited some months expecting a free service which was not forthcoming.

The Ombudsman was of the opinion that there were shortfalls in customer service on the part of the service provider which had caused inconvenience to the complainant, and while the Ombudsman was unable to direct the service provider to provide a free service, the Ombudsman thought it appropriate for the service provider to make a goodwill gesture to the complainant, and the Ombudsman directed that this be done.

12.11

C cancelled their contract with the SP but incurred a termination fee. The SP stated this was due to the contract being cancelled prior to the minimum end date. C disputed the contract term and provided a call recording of the verification sales call. C experienced a poor level of customer service.

The Ombudsman considered that the SP had not made it clear to C what the contract term would be and that they would be changing providers. The Ombudsman required the SP to allow C to cancel the contract without penalty. The SP was also required to make a goodwill payment and write a letter of apology.

12.12

C used SP's dial up service but on receipt of the telephone bill realised that the dial up call costs were more expensive than C had thought. C complained to SP and requested a refund. SP initially implied it would refund C but SP then advised it was not liable to refund C. SP provided a case file for consideration.

The Ombudsman was concerned that SP's web site did not clearly advise its customers that standard rate calls varied between different telephone providers. The Ombudsman also noted that the terms and conditions did not make it clear that customers had to check the call costs with their telephone providers. The Ombudsman also noted that C had been provided with misinformation and also viewed the fact that SP implied it would refund C but then did not. This was viewed as unacceptable and constituted a shortfall in customer service. The Ombudsman required SP to award C with a goodwill payment in recognition of costs and poor service received.

12.13

C disputed charges raised by using SP's dial up service. SP stated that the number in question was dialled by C's equipment and therefore charged correctly. The Ombudsman found that C's equipment had made the calls and therefore the call charges were correct. However, C was not shown a level of service normally expected. SP had offered to clear the disputed charges as a goodwill gesture.

The Ombudsman required SP to credit the calls charges and send a letter of apology for the service shortfalls highlighted in the report.

12.14

C reported a line fault to SP, SP arrange an engineer who identified no fault. C reported the fault the following day and SP arranged another engineer to visit. SP raised a charge for engineer's visit and C disputed it. C asked SP to investigate charge with third party and had to wait two months for a response. SP maintained the charges and C disputed them.

The Ombudsman requires SP to refund the charges and to review its' procedures for managing referrals to the third party.

12.15

C complained that when C had signed up to a mobile phone contract with SP, the sales representative misled C as to which calls were included within the monthly free call allowance. SP disputed this. C decided to withhold payment from SP and therefore SP suspended C's services.

The Ombudsman decided that as the evidence as to whether C was misled about the inclusive call allowance, SP should be required to refund half the calls that C subsequently made which C had thought were free but were not. C could not demonstrate that C had endeavored to pay the undisputed charges on the account and therefore SP was not required to take action because the account was suspended.

12.16

C was charged for a call out fee and disputed the charge. SP offered a resolution under the PICC process.

This case was resolved via the PICC process.

12.17

C received an engineer's visit and disputed the charges raised. SP offered a resolution via the PICC process.

This case was resolved by the PICC process.

12.18

C complained that SP billed them for services after it should have processed a termination request. C objected to the bill but SP failed to take any action and referred C to a debt collector. C complained again, but was unable to find a resolution. SP also failed to provide a case file, which meant there was no reason to dispute C's complaint. SP made a very late statement that it had taken steps to resolve C's complaint and had closed the account.

The Ombudsman decided that C had experienced poor customer service and required SP to make an apology for the poor customer service. It was also required to refund the Debt Collector's administration fee.

12.19

C disputed agreeing to a business tariff and the reconciliation charge applied by SP because the business did not meet the annual minimum call spend target.

SP said C had agreed to the tariff and it was renewable annually had never cancelled and SP considered C was liable for the reconciliation charges.

The Ombudsman accepted that SP was unable to provide details of the call recording due to the period of time that had elapsed since then. However, SP's letter to C stated it was the end of the first contract year and the Ombudsman considered that the information provided did not support SP's statement about the contract start date.

On balance of the evidence available, the Ombudsman required SP to recalculate C's bill for the previous 12 month period at the standard rate and for it to bill C for either the reconciliation fee, or the recalculated standard rate charge, depending on which was the lesser amount.

12.20

C ordered broadband from SP. SP failed to connect the service but continued to send bills for broadband. C repeatedly complained but SP was still unable to connect C. C transferred to another service provider but continued to receive bills from SP and the account was passed to a debt collection agency. SP agreed to a goodwill refund and C agreed but required a letter to confirm the account was cleared. SP deducted the landline balance from the refund and C did not receive a letter confirming the account was cleared. C referred the complaint to Otelo.

SP maintained the complaint had been resolved as C had accepted SP's offer. However, the Ombudsman had no reason to doubt that C had not received the letter and was concerned that SP had not explained to C that the refund would be offset against the landline balance. The Ombudsman required SP to provide a further goodwill

payment and to send written confirmation that the account was closed and the balance cleared with no adverse credit history in relation to this matter.

12.21

C disputed the bills received from SP. C was incorrectly charged for internet security package and was unable to obtain a refund. C also believed that SP was incorrectly charging for two accounts. C wrote to complain. SP agreed to refund the internet security charges but maintained the balance on the account. C complained to Otelo.

SP accepted it had failed to cancel the security package for some time. SP provided a breakdown of the charges on the account and maintained the balance. The Ombudsman considered that the balance was correct but that there had been some shortfall in the customer service provided. SP was required to provide a goodwill credit, to provide a MAC as requested, and send a written apology together with a breakdown of the outstanding charges.

12.22

C received a bill from their SP but only paid for the calls and not the advance line rental. This led to a dispute with the SP. C eventually paid the final bill but complained to the Ombudsman.

The Ombudsman decided that C should have paid the line rental and was liable for it and any call charges. However, there was a shortfall in customer service as the SP had failed to respond to three out of four letters C had sent to it.

12.23

C disputed mobiles calls charged by SP on several bills. C remained dissatisfied with SP's response stating that the call charges were correct. SP failed to provide a case file and so its views could not be taken into account.

The Ombudsman examined the bills provided and noted that the disputed calls were made around the same time as undisputed calls. This pointed to no fault with the line. Based on the information provided the Ombudsman said that the calls had generated from C's line and as the renter of the service C remained responsible. However, to provide C with piece of mind the Ombudsman required SP to complete an integrity check of the line and to provide C with a written response of its findings. The Ombudsman also required SP to contact C to discuss a call barring facility. SP then initiated the line check prior to the provisional conclusion and found no fault. SP discussed case with C and advised that C accepted that the calls were made from C's line. SP resolved the case prior to the Final Decision stage.

12.24

The complainant only made part payment of a bill and this resulted in a call-bar being placed on the line. The complainant went on to make another payment but this fell slightly short of the overdue balance and meant that the call-bar remained in place. When the complainant called the provider about removing the call bar, the provider failed to advise the complainant of the small amount owing. The provider paid the balance and use of the line was restored. The complainant then received billing and believed that charges had been applied during the time the call-barring had been in place. The provider disputed this so the complainant complained to the Ombudsman.

The provider told the Ombudsman that it recognised that it should have removed the call-barring when such a small amount was due on the account. The Ombudsman inspected bills the complainant had sent in support of the complaint and was satisfied that the complainant had not been charged for any calls during the call barring period. Charges on the bill were valid and the complainant was responsible for them.

The provider accepted that there had been a shortfall in customer service in not removing the call-barring earlier than it did and in recognition of the inconvenience this had caused to the complainant it offered to make a goodwill gesture. The Ombudsman felt that the goodwill gesture the provider had offered was in keeping with the circumstances of the case, and directed the provider to maintain it.

12.25

C transferred telephone number to another provider but complained that SP continued to charge C. C also complained that bills had not been received in Braille and that a debt collection agency had chased C for payment. SP said that C had not provided it with one month's written notice and so therefore C remained liable for all charges until the date of disconnection. SP said as goodwill it did take C's cancellation by phone call.

The Ombudsman said that the terms and conditions of service clearly stated that the onus was on C to provide SP with one month's written notice. The transfer of a telephone number did not constitute cancellation. The Ombudsman could find no justified reason why C should not pay the outstanding balance. The Ombudsman also said that any adverse information on C's credit file was also correct due to non-payment. The Ombudsman was however concerned with the service received in relation to equipment collection. In recognition of any service shortfall received the Ombudsman required SP to award a nominal goodwill payment.

12.26

C called their SP as they had a fault on the line. SP informed C there could be a charge if the fault lay with C's equipment. C accepted this fact. The engineer came and the fault lay with C's equipment, hence C then received a bill for the visit. C considered that the bill was excessive and said that SP failed to provide the minimum amount C could be charged. C also complained that SP was slow to respond to the complaint.

The Ombudsman is unable to investigate commercial decisions. However, it was found that C had been made aware that there could be a charge and as such was liable for this

charge. It was also found that SP responded in a reasonable and timely manner to the complaint.

14.0 Faults (Equipment)

14.1

C reported a fault to the SP but the SP failed to resolve it. C requested the SP to cancel their account. The SP failed to cancel the account and continued to take payments from C's bank account.

The Ombudsman requested a case file from the SP. The SP closed C's account and offered to refund the service charges, which C accepted.

14.2

C took out a new Broadband package with SP, but cancelled before the service activated. The C claimed that C has not been able to use dial-up service since and there is damage to C's computer. The C wrote to SP, but received no response.

The Ombudsman considered that there was no reason to suspect that SP had prevented use of dial-up service, or damaged C's computer. The Ombudsman required that the SP make a goodwill payment and written apology for its failure to respond to C's correspondence.

15.0 Faults (Line)

15.1

C had a fault with their broadband service for six weeks and used dial up during this time. C would like the cost of their dial up costs refunded. C complains of non returned calls. SP advises that it has already awarded a gesture of goodwill in recognition of the calls C made to its Technical Helpdesk and refunded rental paid for the broadband when there was a fault. SP acknowledges that C was not always called when agreed.

The Ombudsman found that the broadband fault had not been fixed in a timely manner. There was no evidence the fault has been escalated in order that it could have been resolved sooner. The Ombudsman required SP to award a gesture of goodwill in recognition of these dial up costs. SP was also required to apologise for not calling C when agreed.

15.2

C had supply of telephony and broadband with SP. The telephone line developed a fault, which caused C to lose supply of both services. The line was restored and C called to advise SP that the broadband was still down. The C was on the telephone to SP's Technical Helpline for a long period conducting diagnostics. After this time, SP informed C that there was a major fault on the exchange.

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

15.3

C had supply of telephony and experienced a fault. C wrote letters to SP but received no response. SP stated that it had not received correspondence.

The Ombudsman did not consider that there was sufficient evidence that the SP had received C's correspondence. It required that SP contact C to diagnose fault.

15.4

C had supply of telephony with SP. The C complained of a fault and SP arranged for an engineer, having advised of charges. The engineer did not find a fault and SP charged C for the visit, which C disputed.

The Ombudsman was satisfied that the callout fee had been applied fairly. It did not require any further action from SP.

15.5

C carried out some maintenance work on their property and severed a buried cable belonging to SP. SP levied a charge for repairing the cable but C claimed that the cable was buried to an insufficient depth and was poorly protected. C claims they also had to dig the trench for the cable and refill it and make good. SP offered to reduce the charges slightly but the case was deadlocked.

The Ombudsman considered that SP was able to levy a charge and that C was aware of the location of the cabling.

19.0 Installation

19.1

C ordered a telephone line on a certain price plan and with monthly billing at an agreed installation price. The provision was delayed and C had to chase SP. The first bill was received and was for a higher than agreed amount. C cancelled the Direct Debit and asked to cancel the line. SP continued to bill C and eventually disconnected the line. SP acknowledged delay and that the billing had been incorrect.

The Ombudsman decided that SP should charge only for the installation and cancel the account thereafter with no other charges as a goodwill gesture.

19.2

C asked SP to reconnect the line at C's property. SP advised that the full charges would only apply if the engineer had to access the property. The engineer called but was unable to gain access. The line was reconnected without access to the property but SP charged C the full charges. C disputed this and wrote to SP. SP did not reply to C's letter in a timely manner and C suspended the direct debit to prevent payment being taken. C continued to receive bills from SP but no response to the complaint. SP eventually sent C a final reminder advised that the direct debit had been cancelled and restricted C's service. C paid the bill under protest but logged a complaint on SP's online system and sent a further letter. SP did not restore C's line to normal and this was not rectified until some time later. SP then responded to the final letter that C had sent and offered to refund the reconnection charges and other fees incurred. SP did not respond to the complaint in a timely manner.

The Ombudsman required SP to send a letter of apology to C, reinstate C's direct debit and provide a goodwill credit of £75.

22.0 Internet Connection

22.1

C joined SP for a broadband service but was not advised that they need to be on a specific computer operating system. C complained that they were not able to connect and was advised that they did require a different operating system. C did not appear willing to upgrade.

The Ombudsman found that SP should have informed C that they needed a specific operating system. C was given the option to leave SP if they did not wish to upgrade their operating system.

22.2

C took out a new package of telephony and broadband with SP. The SP was unable to supply the Broadband and C cancelled the package but felt C had lost money as could have saved money on a similar package with another provider.

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

22.3

C requested broadband supply from SP. The SP was unable to supply this and agreed to refund C. Despite complaints from C, the SP has not supplied a refund.

The Ombudsman required that the SP make a full refund of all broadband charges and supply a goodwill payment and written apology to C for the inconvenience caused.

24.0 Mis-selling

24.1

C transferred to the SP on the assurance that they would be able to keep the same email address for their business. C lost the email address and complained to the SP. C transferred their services back to their previous SP but encountered loss of service and there was a delay before the service was re-provisioned. C continued to be billed for service after they had cancelled. C experienced a poor level of customer service.

The Ombudsman considered that C had received mis-information at the point of sale but it remained inconclusive as to which provider caused the problems with the transfer. The Ombudsman required the SP to credit all service charges incurred after the disconnection date and refund the credit. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The SP was required to make a goodwill payment and write a letter of apology.

24.2

C took out a contract with SP on the basis that if a termination fee was incurred by C's current provider that C could cancel the new contract without penalty. C later discovered that a termination fee had been applied by the previous provider. C complained to SP asking it to cancel the contract. SP advised that it had not informed C that it would cancel the contract, only that it would be willing to place the contract on hold until such time as the old contract term had been completed. C disputed this with SP also complaining that no terms had been issued to C prior to the agreement to the new contract. SP maintained that the contract was valid and that it could not be cancelled without incurring a termination fee. C also complained that not all of the emails and letter were responded to and that call backs were not always received.

The Ombudsman concluded that there may have been some misunderstanding or else C would not have agreed to the transfer. The Ombudsman required SP to issue an

apology, to cancel the contract without penalty and to offer a goodwill payment for time taken to resolve the complaint and for the shortfall in customer service.

24.3

Mobile Phone User - Short Messaging Services

The complainant entered into a minimum term contract for a mobile telephone service. The complainant wanted to send International Short Messaging Service (SMS) (text messages) to Goa, but later discovered that the messages had not been received by the intended recipient. The complainant wanted early cancellation of the account without penalty as the complainant felt that the service was not fit for the purpose the complainant wanted. The service provider refused to accept this, so the complainant made a complaint to the Ombudsman.

The Ombudsman noted that the service provider's website contained information about the service. The service provider did have an agreement with a Network in India but messages would only be received in situations where the sender and intended recipient were using the same Network. The intended recipient was not using the same Network and this was where the problem lay. The Ombudsman could find no evidence to say that the complainant had been mis-led at the point of sale. The service provider did have a Short Messaging Service agreement with a Network in India and in the Ombudsman's opinion it is unlikely that the problem would have arisen had the complainant ascertained the Network the intended recipient used in India before entering into a contract. The service provider had been unaware of this information and had not misled the complainant.

The Ombudsman concluded that the service provider need not take any further action and in the event of mid-term cancellation it would be entitled to apply an early termination fee to the complainant's account.

29.0 Premium Rate Services

29.1

The complainant identified a number of Premium Rate Service calls on the bill. The complainant contacted the service provider as these services were barred on the account. The service provider advised that the account had been upgraded and that the bar on Premium Rate Services had not been applied. The service provider acknowledged that this was its error and offered to credit the account. The bar was not applied nor was the credit applied to the complainant's account for some time. The complainant contacted the service provider by telephone and by letter repeatedly but the issue was not resolved and it did not reply to the complainant's letters. The complainant's account was taken over by another service provider without the complainant's permission and the original service provider then applied cancellation fees to the account in addition to the final bill.

The Ombudsman required the service provider to credit the complainants account to the value of the outstanding bill, give a gesture of goodwill for the shortfalls in customer service and to send a letter of apology.

34.0 Service Transfer

34.1

C complained that SP failed to provide the full service as agreed for many months. C complained and SP tried to resolve the issues, but reported that there was a problem with activation of C's line by a third party. After several months SP resolved the majority of C's problems, with some technical assistance and replacement of hardware.

The Ombudsman considered that C had poor customer service overall particularly over some advice, which seemed to have been inaccurate. SP was required to make an apology for the delays and shortfall in customer service; provide a goodwill payment; and provide any further necessary technical helpline assistance, without charge.

34.2

C requested a transfer to a new SP but then changed their mind. C contacted SP and requested the transfer be stopped. However, the transfer proceeded and the service was not ceased with old SP for another three months. C would like all monies paid to SP refunded and compensation for the phone costs and the time spent dealing with this. SP advises it has already ceased C's service and refunded all payments C has made to it. SP states that it has already made an offer to C as a gesture of goodwill in recognition of its failure to cease the service when requested.

The Ombudsman considered SP's failure to cease C's service when requested to be a shortfall in the service C experienced. However, the Ombudsman found that C had been refunded all charges relating to the unwanted service and considered the gesture of goodwill already offered by SP reasonable. SP was required to maintain its offer of goodwill and apologise for the shortfall in service C had experienced.

34.3

C transferred line to another provider but complained that SP then took the line back a few days later. C was unaware of this until C received a bill for service several months later. C said that C arranged to transfer the line again and SP again took back the line. C said C had received a final bill which included a termination fee and C disputed this. SP said it could not explain why the line had been taken back by it. SP said it had removed all rental charges and awarded a goodwill payment toward the call charges on the account. C had agreed to then pay the remaining balance for calls but C then declined this offer and approached the Ombudsman.

The Ombudsman was concerned that SP took back C's line without authority or consent and viewed this as unacceptable. The Ombudsman noted however that there was no evidence to suggest that this had happened again. Although the Ombudsman remained of the opinion that C should remain responsible for the call charges, in this instance, the Ombudsman required SP to award a further goodwill payment to remove the remaining balance. SP was also required to send a letter of apology.

34.4

C said that C agreed to contract with SP for service upon the proviso that SP paid C's termination fee with current provider. C complained that this was not actioned. C complained that SP failed to respond to letters sent. C requested cancellation and a refund of payments made to leasing company for equipment. SP said that C had informed it at the point of sale that C did not know if C would be liable to pay a termination fee. SP said it had cancelled the network contract without penalty to prevent C being charged termination fees. SP said that the equipment contract was separate and so C remained liable. SP had offered C three years free maintenance which C verbally accepted.

The Ombudsman said it could not be known what was discussed between C and SP as it was face to face. The Ombudsman therefore concluded that the cancellation of the network contract and the free equipment maintenance was a reasonable response in recognition of any misunderstanding about the termination fee. With regard to the equipment contract it was evident that this was a separate contract and that C had allowed the installation to go ahead. The Ombudsman could find no justified reason why this contract should be cancelled. The Ombudsman required SP to send a letter of apology.

34.5

C was a customer of another SP but agreed for SP to install a new line and to port C's number so that it could be used on that line. However, despite having agreed this with SP and then taken actions to disconnect the previous service, SP failed to deliver the service as promised which resulted in delays and also C having to reapply to C's previous SP (and thus to a new minimum contract term) in order to retain the original number. C complained on numerous occasions to SP but it was not until several months later, following an unannounced engineer visit, that the transfer was successfully actioned.

SP provided no case-file for the investigation and therefore only C's evidence could be considered. From this it was apparent that C had received a total shortfall in customer service from SP as well as additional costs and inconvenience, through no fault of C's. Therefore, it was proposed for SP to provide C with a goodwill payment and an apology. SP was also required to further investigate a separate billing complaint of C.

34.6

C moved house and contacted SP to transfer service. C had no service following an engineer's visit and contacted SP. SP placed the order and telephone services were instated nine days before broadband. SP had placed the order separately. C requested compensation for loss of earnings [residential customer] and SP declined to make an offer. SP reviewed the case and identified a shortfall in customer service and made a goodwill offer.

The Ombudsman requires SP to make goodwill payment and a letter of apology to C

38.0 Terms and Conditions of Contract

38.1

C arranged with SP to enter into a new service agreement. Prior to the activation date, C had a change of mind and contacted SP to cancel the agreement. The agreement was not cancelled and C's service was activated. SP sent a bill to C and referred the matter to its Debt Collection Agency.

The Ombudsman directed that SP should cancel the agreement and credit C's account to a zero balance. The Ombudsman further directed that SP should write a letter of apology to C and cancel any debt recovery action and confirm C's credit reference is unaffected.

38.2

C complained about the details of a contract, stating it was originally agreed as twelve month, but the confirmation documents stated the contract was for longer. C verbally agreed with SP that it had been changed, but C said there was no written confirmation. SP addressed the issue, made an apology and altered the contract period.

41.0 Internet Line Speed

41.1

C joined SP for internet connection but was not happy to receive a lower speed than C had expected. SP tried to resolve the problem and also sent out an engineer but in the end decided that it was unable to provide the speed that C wanted. C was not happy with this and requested that SP provide the speed required even though it said it could not.

The Ombudsman decided that SP had tried to sort out the speed problem but was correct in that it was unable to provide the speed required by C. C was offered the

choice of staying with the SP at a lower speed or moving to another ISP without incurring any early termination charges.