

Table of Contents

Table of Contents

1.0	Auto Diallers
2.0	Billing
3.0	Broadband
4.0	Call Limit
5.0	Cancellation
6.0	Carrier Pre-Select
7.0	Credit Control
8.0	Customer Service
9.0	Direct Debit
10.0	Directory Listing
11.0	Disconnection
12.0	Disputed Charges
13.0	Equipment
14.0	Faults (Equipment)
15.0	Faults (Line)
16.0	Financial Loss
17.0	Fraud
18.0	Information Disclosure
19.0	Installation
20.0	International Call Charges
21.0	International Roaming
22.0	Internet Connection
23.0	Itemisation
24.0	Mis-selling
25.0	Network Coverage
26.0	Nuisance Calls
27.0	Number Porting
28.0	Payments
29.0	Premium Rate Services
30.0	Privacy
31.0	Reconnection
32.0	Refunds
33.0	Security
34.0	Service Transfer
35.0	Stolen/Lost
36.0	Tariffs
37.0	Technical Support
38.0	Terms and Conditions
39.0	Text Messages (SMS)
40.0	Wireless Access Protocol (WAP)

1.0 Auto Diallers

1.1

C was the victim of a rogue dialler and disputed the call charges on his telephone account. SP commenced debt recovery action despite the fact that the bill was under dispute. C paid under protest. SP maintained the charges and C complained to Otelo.

The Ombudsman accepted that SP was entitled to payment for the calls generated by C's computer equipment. However, the Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP and required SP to compensate C with a goodwill gesture refund.

2.0 Billing

2.1

C was sent to Prison and asked a relative to close a telephone account C had with SP. The relative contacted SP but SP rightly, refused to deal with the request as C had not provided written authorisation to act on C's behalf. SP continued to send billing to C's address. C contacted the Citizen's Advice Bureau (CAB) and asked it to act on C's behalf. C also gave written authorisation to the CAB for this to be done. The CAB sent letters to SP but these went unanswered. SP eventually acted upon the request, cancelled the account and cleared a small outstanding balance.

The Ombudsman noted that the action SP had now taken provided C with the response C had sought. However, there was a shortfall in customer service in SP not replying to the letters the CAB had sent. The Ombudsman decided that in recognition of this shortfall SP should send the CAB a letter of apology and that it should ask the CAB to pass on a further apology to C.

2.2

C moved house and transferred the CPS service. C dialled a prefix until CPS had transferred. C still received bills from another SP for calls made after the transfer date. SP agreed to credit the call charges which should have routed through SP. This continued for some months and the CPS was cancelled by SP without notice. C telephoned to complain and wrote to SP. SP agreed to credit the charges again but C wanted a cheque refund as C had to pay two bills and C wanted compensation for time and expenses. C complained to Otelo.

The Ombudsman considered that SP had refunded the call charges and C's expenses but that C had suffered distress and inconvenience through the CPS error which had

been ongoing for several months. The Ombudsman therefore required SP to provide a goodwill refund to compensate C for the distress and inconvenience.

2.3

C transferred services to SP but received incorrect billing after a house move. SP stated that the main line provider had been contacted and a problem was currently ongoing with the routing of the calls which meant that incorrect charges had been raised. SP stated that a re-rate has been applied but it could not give a definitive date for resolution of the problem with the re-routing of the calls.

It was concluded that C had clearly been inconvenienced with regards to the service not being routed through the chosen provider, SP, and that C has been incorrectly charged. It is recognised that C had attempted to address C's concerns and is also currently attempting to resolve the issue of the routing of the service to ensure no incorrect charges are raised in the future.

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

SP should offer C a penalty free cancellation, offer a further credit which is in addition to credit already offered and send a letter of apology.

However, if C wants to remain a customer of SP, SP should offer C an increased goodwill gesture credit, which is in addition to the credit already offered and send a letter of apology

2.4

C complained to the SP about incorrect call charges as their calls failed to be correctly routed through the network. The SP explained that this was due to an ongoing problem with the line provider, although it was clear that the SP had failed to take control of this matter, or provide a regular update to C. It was also clear that a number of letters failed to receive any response, with C receiving incorrect advice when calling C, and the SP's advisors failing to take all necessary action.

In resolution the SP was required to send a letter of apology, make a goodwill credit to the account, provide a full written breakdown of the new account balance, fully explaining how the charges/credits had been calculated. The SP was also required to ensure any adverse credit information was removed.

2.5

C requested itemised bills from SP so that charges for business calls could be reclaimed. SP failed to issue itemised bills so C was unable to obtain a refund for any of the business calls made. C complained, but SP did not issue itemised bills. C disputed charges on one bill which was higher than usual and refused to pay until an itemised invoice was issued. SP did not do this and passed the debt to a debt collection agency.

C complained and SP applied a credit equal to the outstanding balance as a gesture of goodwill. However, C continued to receive demands for payment from debt collection agencies and discovered that a default had been registered with a Credit Reference Agency. C wanted the default removed.

The Ombudsman was disappointed that SP failed to provide any background information, bills or relevant account records. SP's obligation to correctly record details about customers' payment history was acknowledged. However, SP had not supplied evidence to prove C was liable for the charges. In addition, it was noted that although SP stated the outstanding balance on the account had been cleared, C continued to receive demands for payment. SP also failed to provide C with an itemised bill. These issues were considered to be reflective of a shortfall in customer care. SP was required to make a payment as a gesture of goodwill, explain why it continued to pursue C for payment after the account had been cleared and provide written evidence that the charges against which the default was recorded were correct and payable. If SP was unable to provide this evidence, it was required to amend C's credit file.

2.6

C failed to make payment on an account over a number of months which led SP to restrict C's services. C made payment but it was too late to prevent the disconnection process going ahead. C had also arranged a broadband service with SP was charged a connection fee. In the event this was charged twice. This duplication of charges was seen as poor customer service as was SP's failure to answer a letter sent by C and to provide call backs that were promised.

SP was required to refund the duplicate connection charges, refund the credit amount on C's account and provide a small goodwill gesture in respect of poor customer service experienced in this case.

2.7

C complained that SP1 was billing for a service when SP2 was responsible for it. SP1 investigated and found that it was correctly billing for its part of the service that C had and that only a part of C's service was provided by SP2. C provided correspondence from SP2 that assured them that all services were from SP2.

The Ombudsman reviewed the bills provided by SP2, but they illustrated that the disputed element was being provided by SP1. SP 2 was not charging for this, despite its assurances to the contrary. The Ombudsman recommended C take the issues up with SP2.

2.8

Having recently paid a quarterly bill to SP, C unexpectedly received a further bill a month later. C paid the bill but sent letters to SP to question why it had been sent early. SP did not respond to the letters and C brought a complaint to the Ombudsman.

SP told the Ombudsman that it sometimes sent billing early where there was an anticipated higher increase in bills. C had requested a broadband service which made a considerable difference to charges that would be applied to the account.

The Ombudsman noted that SP's terms and conditions stated that it would send bills regularly but it may also send them at different times and this meant that there had been no wrong doing by SP sending billing at an irregular time. However, the Ombudsman concluded that aside from the billing issue there had been a shortfall in customer service as SP had not responded to C's letters of complaint. The Ombudsman directed SP to send C a letter of apology and make a small goodwill gesture in recognition of this shortfall.

3.0 Broadband

3.1

C agreed to SP's broadband service but was unable to connect to that service. C reported this to SP and although it tried to rectify the matter (it sent C new equipment) there was no resolution. C tried to cancel the account but was advised of the minimum contract term and, therefore, decided to try and continue in trying to rectify the connection issue. C complained to SP on several occasions but received no response and also experienced a failed call back.

The investigation found that it was unclear exactly why C's service would not work, and on this basis, it was proposed for SP's Technical team to contact C with a view to resolving this. However, if this could not be, C should be released from the contract without penalty with a refund of the initial connection fee. In any event, SP was also required to provide C with a goodwill payment and apology for the shortfall in customer service experienced.

3.2

C contacted SP as broadband would not connect. C added that a poor reply was received upon contacting the company. SP stated that credits were applied for the service shortfalls but that no offer of a fee free cancellation could be made.

It was concluded that C had been mis-advised by SP and this has caused some confusion over the delivery of a modem, which has had a compounding effect on C being able to get a usable broadband service. C was also not shown a level of service normally expected in contacting SP.

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

SP should offer a fee free cancellation, clear the remaining balance to nil, confirm in writing that the account is closed with a nil balance, ensure that no further invoices are sent and send a letter of apology for the service shortfalls.

3.3

SP admits that C had a lot of problems regarding the above account and apologised for that and SP confirmed that the broadband account is now closed with zero balance. The Ombudsman considers SP failed to administer this account and provide an adequate level of customer service. C experienced inconvenience and incurred costs when seeking resolution to the complaint.

In summary the Ombudsman requires SP to contact C to arrange the termination of the landline and call services and requires it not generate an early termination or disconnection charge on the accounts. Provide a refund of any charges generated including the connection charge, relating to the broadband service; make a goodwill gesture in respect of the customer service issues and costs C incurred when seeking resolution and issue a formal letter of apology confirming the cancellation of the account with a nil balance.

3.4

C agreed to an all inclusive package from SP, including broadband. C did not receive a broadband service and complained by telephone and in writing. C did not receive any reply to letters but eventually received the modem and was able to connect to the broadband connection. C wrote to complain about the level of service received and requesting compensation but did not get any reply. C complained to Otelo.

SP accepted that there had been delays in providing the modem and provided an explanation to C for this. SP had offered compensation for the delay. SP apologised for failing to reply to C's letters. The Ombudsman required SP to provide a further goodwill gesture to compensate C for the poor customer service and to send a written apology.

3.5

C agreed to a contract with SP for telephone and broadband and although the telephone service was transferred, there was a lengthy delay for the broadband. C wrote several letters to SP, but SP failed to adequately respond to C's correspondence and complaint.

The Ombudsman required SP to provide C with a large goodwill credit and a letter of apology. SP was also required to contact C to see if the broadband speed on his line could be improved.

3.6

C experienced a prolonged loss of service following a Local Loop Unbundling procedure being carried out by SP. This was accepted as poor customer service. The account was a residential one but C claimed to have asked for a business account. There was nothing to support this and the account was dealt with as a residential service. C had changed supplier but SP continued to collect charges.

SP was required to refund all charges made and collected after the change of provider and to provide a goodwill gesture taking account of the inconvenience and additional expense caused by the loss of service.

3.7

C wanted to reduce the broadband charge and was advised by SP to upgrade to a higher speed. C was told this would take 10 to 14 days. C was not upgraded and had to ring SP to find out what was happening. SP placed a new order and said it would take another 10 to 14 days. C was still not upgraded and rang numerous times to try and sort it out. C also wrote twice to request credit for the cost of phone calls. C did not get a reply. C complained to Otelo.

SP advised it had applied credit for the phone calls and replied to C. The Ombudsman found that SP has miscalculated the cost of the phone calls and had not replied to C until several weeks after the case had been referred to Otelo.

The Ombudsman therefore required SP to provide an additional goodwill credit to compensate C for the poor customer service and to send a written apology.

3.8

C complained at length to the SP about the poor connection speeds on his broadband service. However, it was apparent that the SP had conducted numerous tests and liaised with the line provider in an attempt to help. This proved fairly unsuccessful mainly due to line issues outside of the SP's control. C did not accept this fact, also complaining about poor customer service.

In resolution C asked for all broadband charges to be cancelled, but this seemed inappropriate as the SP had provided the best possible connection speeds. However, given the problems experienced C it was concluded that the C's migration from the SP should be completed without penalty. The SP was also required to send a letter of apology for failing to provide the anticipated connection speeds.

3.9

C's broadband service developed a fault. C reported the fault to C's service provider, SP. SP undertook to investigate the fault. C stated that when an engineer visited, C was told that the fault lay with C's modem. SP maintained that the fault lay with the line, and as SP was not C's line provider, SP could not be held responsible. C therefore cancelled the service.

The Ombudsman could find no evidence that the fault lay with the line. There was some evidence that the fault was caused by the modem. As SP was responsible for the maintenance of the modem, the Ombudsman considered that SP's failure to provide a replacement constituted a customer service shortfall. SP was required to refund the amount C had paid for broadband during the period it was unavailable, and in addition SP was required to make a payment to C as a goodwill gesture to recognise the inconvenience caused.

3.10

C cancelled broadband with SP, but the company failed to complete the process and C continued to receive bills for months. The account was also transferred to a debt collection agency. C complained to SP on several occasions, but SP failed to deal adequately with C's queries and complaint.

The Ombudsman concluded that SP was required to provide C with a goodwill payment and a letter of apology. SP was also required to provide C with written confirmation that all accounts were closed and C's credit file had been amended to show no debt was owed.

3.11

C agreed to a telephone and broadband service from SP, but SP failed to connect C to broadband. C contacted SP by telephone and in writing, but SP failed to deal adequately with C's queries and complaint.

The Ombudsman concluded that C had received a very poor customer service from SP and required SP to provide C with the service as soon as possible, apply a goodwill credit to C's account and send a sincere letter of apology.

3.12

C lost the broadband service and after a short while employed a third party to deal with the SP and the technical issues. C was charged a large amount for the work and tried to recoup this through SP. SP offered a much lower amount for the delay and loss of service, but this was rejected by C. C complained in writing, but SP failed to respond to some letters.

The Ombudsman concluded that SP had no liability to pay the charges requested by C, as outlined in SP's Terms and Conditions. The original offer made by SP was considered reasonable, but an additional credit was requested for SP's failure to deal adequately with C's complaint and to send a new router as promised. SP was also required to send C a letter of apology.

3.13

C complains SP failed to transfer the line rental, CPS and activate the BB in a timely manner. C incurred costs and experienced inconvenience due to poor administration and an inadequate level of customer service demonstrated by SP. C is continuing to experience broadband connection difficulties.

In summary the Ombudsman requires SP to arrange for a technical advisor to resolve the broadband connection issues. If these issues cannot be resolved SP is to cancel the contract without penalty and provide a refund of any payments made in respect of the broadband service. SP is to ensure that a fully operable modem has been supplied and no charge was raised for this equipment; recalculate the whole talk account based on the tariff rates originally ordered and reimburse C for any calls that should have been included free in the package from the beginning of the account in goodwill. SP is to make a goodwill payment in recognition of the customer service issues raised and costs incurred and issue a formal letter of apology.

3.14

C cancelled broadband with SP but it took SP three months to remove the broadband marker from the landline. C requested compensation as C had been unable to utilise the internet. SP said that due to a system error the broadband service removal was delayed. SP said it had already credited C with a goodwill payment for inconvenience caused.

The Ombudsman said that the delay in removing the marker was viewed as a shortfall in customer service. However the goodwill already given by SP was viewed as a reasonable award for the delay. The Ombudsman however also required SP to award a further nominal goodwill payment due to the poor customer service.

3.15

C placed an order for SP's broadband but cancelled the order shortly afterwards. SP failed to cancel the order and C went live with its service. C experienced a long delay before being able to return to their chosen provider. SP closed the account and cleared the account charges. C experienced a poor level of customer service.

The Ombudsman was disappointed that SP failed to cancel the broadband order in the first instance. The Ombudsman was of the opinion that a shortfall in customer service had occurred. SP was required to make a goodwill payment and write a letter of apology.

3.16

C experienced problems with telephone line. Due to this C asked SP to cancel the broadband service? SP applied cancellation charges as the broadband service had been cancelled outside the cooling off period. SP maintained charges. The Ombudsman was of the opinion that the broadband service would have been cancelled within the cooling

off period had SP actioned C's request within an appropriate manner. The Ombudsman required SP to provide C the opportunity to pay a specified sum as a final settlement for the outstanding charges as a goodwill gesture.

3.17

C subscribed to SP's landline and broadband services. C experienced several problems. SP never activated the broadband service, despite C contacting SP on a number of occasions about this. In error, SP addressed C's bill to one of C's children, rather than C. C therefore transferred C's account to another provider. SP continued to charge C for the service. In its response to C's complaint and its submission to the Ombudsman, SP accepted that there had been problems on the account.

The Ombudsman required SP to refund all payments made after the account was cancelled and to make a payment to C as a goodwill gesture to recognise the problems caused.

3.18

C said that SP failed to provide a MAC code for six months C said that SP offered goodwill but this was credited to an account that was no longer active. C continued to be billed for a service that had migrated. Sp said it had provided C with two MAC codes that C failed to use. There then was a delay in providing a third code.

The Ombudsman said that C had received poor service from SP. Sp to award C the proposed goodwill and send this by cheque. SP to ensure that the account was cancelled with a zero balance.

3.19

C ordered broadband with SP. C said SP informed C that C could cancel at any time without penalty. C received the modem but could not connect and so returned the modem to SP. C then sent letters to SP requesting cancellation without penalty. SP said that although it had no call recording of the sales call that C was informed of a 12 month contract and was also sent the welcome letter which included the term of the contract and the terms and conditions. SP said that C failed to call it to advise it of a problem connecting. SP then received the modem from C with no letter attached. On testing the modem no fault could be found. SP maintained with C that C remained liable for any termination fee.

The Ombudsman said it was clear that C had not cancelled within the cooling off period prior to activation. Therefore C remained liable to pay SP any relevant cancellation fee. C also failed to report to SP the connection problem. The Ombudsman did however note a shortfall in service due to the lack of response to letters. The Ombudsman required SP to cancel the service and provide C with a final bill. Sp to credit the remaining balance with a goodwill payment in recognition of any service shortfalls.

3.20

C moved house and transferred telephone and broadband services. SP connected the telephone service but failed to provide the broadband service. C telephoned over 40 times and wrote 6 letters but was still unable to connect to broadband. SP did not reply to C's letters and C complained to Otelco.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP. The Ombudsman required SP to refund all the broadband charges, to provide a broadband service as a matter of high priority and to compensate C for the distress and expenses incurred.

3.21

C signed up for a combined package for broadband and landline but SP was unable to provide this. C complained that the information given at the point of sale was misleading. SP was unable to provide a call recording or contract. C complained that despite raising the issue with SP by telephone, email and letters a satisfactory response was not received. SP said that it was unable to provide the combined package as the local exchange was not enabled. It apologised for the shortfalls in customer service.

The Ombudsman decided that SP should apologise and provide a small goodwill gesture for the poor customer service. If C required it the broadband should be cancelled and refunds provided for previous month otherwise it should remain in operation.

Broadband package, mis sell customer service.

3.22

C contacted SP with a broadband connection problem. C added that a poor reply was received from SP and that the connection problems continue to exist. SP acknowledged the connection problems and offered a refund of charges incurred.

It was concluded that C has been inconvenienced with regards to experiencing an intermittent broadband service and with the poor reply from SP when attempting to resolve the complaint.

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

SP should maintain its offer of a refund of service charges, offer a further credit for the overall service shortfalls, send an engineer to C's premises to attempt to resolve the broadband connection problems and if the fault cannot be rectified, then SP should offer a fee free cancellation of the broadband service and send a letter of apology.

3.23

C contacted SP and signed up to a broadband and telephony package, however the broadband service was not provisioned. C accepted a delay in provisioning.

It was concluded that C has received service shortfalls with regards to a delay in broadband provision, not been shown a level of service normally expected, no reply to letters sent and been repeatedly mis-advised by SP.

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

SP was required to refund any service charges taken to date, by cheque, and offer C penalty free cancellation, offer a goodwill gesture payment by cheque, confirm in writing that his account is fully closed with a nil balance, ensure that no adverse information should remain on record, resulting from the subject matter of the complaint and send a letter of apology.

3.24

C moved house and transferred SP's broadband service to the new address. However, C experienced problems with the service and asked to cancel. SP told C an early termination charges would be applicable as a new 12 month commitment had commenced on transfer of the services due to the home move. C disputed this and SP agreed to cancel without penalty. However, C continued to receive bills from SP and failed to receive a MAC. SP also left a marker on the line.

SP confirmed C had experienced an unacceptable level of customer service. It offered to clear the outstanding balance on the account, apply a credit equal to the early termination fee, and send a letter of apology and a payment as a gesture of goodwill.

The Ombudsman considered the poor service C had received to be regrettable, but acknowledged SP's offer. SP was required to send a letter of apology, apply a credit equal to any outstanding balance on the account and confirm in writing to C that the account had been closed with a zero balance and C's credit rating had not been affected. SP was also required to provide a MAC, confirm there was no marker on the line and send a payment as a gesture of goodwill.

3.25

C registered for broadband but was unable to connect. C contacted SP at least ten times to try and resolve the problem. SP escalated the matter but failed to provide promised call backs or monitor the issue.

SP's offer to arrange for a technical advisor to contact C was acknowledged. However, it was noted C had contacted SP many times and that SP had failed to take reasonable steps to address the matter. Therefore, SP was required to send a letter of apology, apply a small credit as a gesture of goodwill and provide C with the options to either be released from the contract without penalty, or to speak to a technical advisor.

3.26

C had broadband connection problems and contacted SP and maintains that a poor response was received. SP acknowledged the connection problems.

It was concluded that SP has been inconvenienced with regards to the intermittent service and with the poor response received from SP. SP was also not shown a level of service normally expected.

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

SP was required to refund all charges taken for the broadband service, offer a fee free cancellation, offer a goodwill gesture payment, by cheque and send a letter of apology.

3.27

C said that after broadband service speed was increased that the broadband connection did not work. C reported this to SP but after five months had received no resolution.

The Ombudsman said that it would appear that C could not be provided with the faster broadband service due to a line length issue. The Ombudsman was however concerned with the length of time taken by SP to resolve the situation. SP at the final decision stage advised that the service had been ceased. The Ombudsman said that a full refund of all broadband rentals plus a nominal goodwill payment was a reasonable award.

3.28

C signed up with SP for telephone and broadband, but due to technical problems, C was unable to connect to the broadband service. C requested to cancel and raised billing queries with SP, but it failed to adequately respond. C wrote letters to SP to complain, but only received one reply.

The Ombudsman concluded that C had been charged correctly, but SP had delayed in dealing with C's queries and complaint. SP was required to provide C with a goodwill payment, a letter of apology for the delays and ensure that C's accounts were cleared to zero and closed.

3.29

C signed up for broadband with SP. SP failed to connect C despite numerous telephone calls and emails. C requested compensation and was not prepared to accept SP's offer. C made a Subject Access Request but did not receive the information within 40 days. C complained to Otelo.

The Ombudsman considered that C's claim for compensation was excessive and considered that the offer made by SP was fair and reasonable. The Ombudsman considered that failure to comply with the requirements of the Data Protection Act was a matter for the Information Commissioner but agreed to consider any customer service issues. The Ombudsman required SP to compensate C for its poor customer service in relation to the Subject Access Request.

3.30

C moved house and notified SP to transfer the broadband service. SP confirmed that broadband would be available but failed to process the house move. C complained by telephone and letter but received no connection date. C cancelled the broadband service and wrote requesting compensation. SP replied and offered to waive the disconnection fee. C did not accept this. SP offered an amount of compensation but C required compensation to cover dial up internet charges. C continued to receive bills at the old address. C complained to Otelo.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP. The Ombudsman required SP to waive the disconnection fee, refund the broadband payments taken for the time C had not had a service and as a goodwill gesture to compensate C for the dial up charges and for the inconvenience.

5.0 Cancellation

5.1

C complained to the SP after it failed to cancel their account as requested. The SP admitted some delays had occurred due to C transferring to a LLU provider, although it was clear that some further avoidable delays had occurred. C then complained that the SP failed to take necessary action to their calls, and that these were followed by more bills and debt collection letters, even though the final payment had been made.

It was concluded that C had failed to receive an adequate level of customer service and in resolution the SP was required to send a letter of apology and provide a goodwill payment. The SP was also required to provide written confirmation that the account was closed with nil owing, and that any adverse credit information had been removed.

5.2

C cancelled SP's broadband service. After the service was cancelled, SP continued to charge C for the service. C reported this to SP on a number of occasions. SP eventually discovered that C was correct. SP cancelled the service and calculated how much C had been overcharged. SP failed to pay this to C.

The Ombudsman was of the opinion that C had been caused inconvenience, frustration and unnecessary additional expense as a result of SP's failure to close C's account, and failure to refund the amount owed. In consequence, SP was required to make a payment to C as a goodwill gesture, in addition to the refund of the amount owed.

5.3

C signed up with SP for a telephone and broadband service, but there were technical problems with both services and C requested to cancel the contract. SP agreed to the request and allowed C to approach an alternative service provider and accepted that there had been poor customer service. SP also failed to respond to C's letter of complaint.

The Ombudsman concluded that SP was required to cancel C's contract as agreed and confirm that C's accounts had been cleared to zero and closed. SP was also required to send C a goodwill payment and a letter of apology for the poor customer care.

5.4

C requested a Migration Authority Code from SP which although supplied did not work. C was then required to go through the cancellation process with SP. Whilst this was requested it was never actioned due to a system error with SP. This was viewed as poor customer service as was SP failure to identify this fault, act on it or to keep C informed of it. When it was identified SP cancelled the account and cleared the account balance.

SP was required to provide a letter of apology and a goodwill gesture in respect of poor customer service and added expense caused by its shortfall in customer service.

5.5

C agreed to an upgrade deal that did not include roll over minutes and C's accrued minutes expired with the changeover. C complained about this deal nearly eleven months into the eighteen-month contract. C cancelled the contract and incurred a termination charge. C failed to make payments on the account and believed SP owed minutes. SP cleared the charge in goodwill but refused to remove the default from C's payment history but has marked it as satisfied.

The Ombudsman considers SP has responsibility to accurately reflect C's payment history and requires no further action on this case.

5.6

C cancelled C's broadband service and transferred to another provider. SP failed to disconnect the account, and continued to send bills to C. C complained on numerous occasions before SP finally disconnected the account several months later. However, C

had not received a refund of a payment SP agreed C did not owe, and was concerned that C's credit file may have been affected by the dispute.

The Ombudsman was of the opinion that C had received poor customer service from SP. SP was required refund the Ombudsman payment owed, and to make a further payment to C as a goodwill gesture to recognise the problems C had been caused. SP was also required to ensure any adverse information C's credit file had been removed.

5.7

C called SP to cancel service due to moving house. C then received final bill with call charges charged after C left the property. C disputed this with SP but received no resolution. C sent letters but received no response. SP said it had removed the outstanding balance as goodwill and sent C a letter to confirm.

The Ombudsman said that C had received some poor service as SP failed to address the issue for two months, causing C distress. However the removal of the outstanding balance was viewed as a reasonable response. SP required to send C a letter confirming that the balance had been removed and that C's credit rating has not been affected.

5.8

C disputed three year contract with SP and said had not given consent. C moved service to another provider and was charged a termination fee. C disputed this with SP. Sp provided a recording of the sales call and also proposed to reduce the outstanding balance as goodwill and as a reasonable resolution.

The Ombudsman said that after listening to the sales call C had agreed to service with SP. C therefore remained liable to pay the termination fee to SP. SP's offer however was viewed as a reasonable resolution and Sp was required to adhere to this offer.

7.0 Credit Control

7.1

C objected to an adverse credit reference placed against credit history by SP. C had disputed a bill and came to an agreement with SP to pay a lesser amount and SP credited the balance. C stated that subsequently when C applied for credit C was refused because of this entry.

SP provided evidence to show that C was informed that the credit file would be affected and stated that the credit reference was an accurate reflection of the account status. The Ombudsman considered that C had not provided any evidence to substantiate the

claim that C had cancelled the contract and agreed that the credit file was accurate. The Ombudsman did not require SP to take any further action.

8.0 Customer Service

8.1

C was unable to set up a calling circle either online, or via an automated IVR, as SP did not recognise the telephone number as its own. C complained. SP confirmed details about C's telephone number had been updated but C was still unable to register for the calling circle facility. C wrote to SP several times, but failed to receive a satisfactory response. C also complained SP had failed to refund a credit.

The Ombudsman noted that the credit was in respect of the final balance on C's account with a previous provider, and advised C to contact the previous SP to request a refund. It was considered SP had provided C with misinformation about setting up the calling circle facility and that C's account details had not been updated. It was also acknowledged that SP did not respond to all of C's letters. SP was required to send a letter of apology, confirm that C's account details had been updated and any problems with its automated systems resolved and provide C with a credit as a gesture of goodwill. It was also required to provide C with the opportunity to send the nominated calling circle numbers to it, so they could be added to the account.

8.2

C cancelled an upgrade agreement within hours, however SP failed to action C's request. SP maintained the account and passed it for recovery action for non-payment of the balance.

The Ombudsman concludes C had the right to cancel the agreement under the cooling off period set by Distance Selling Regulations. In summary the Ombudsman requires SP to cancel the account with a nil balance and without penalty; recall the account from the recovery agency and provide an assurance that C's credit file has not suffered any adverse markings and correct it if the account is in default; make a goodwill payment in light of the customer service issues raised and costs C incurred; and issue a formal letter of apology.

12.0 Disputed Charges

12.1

C complained that after a theft SP maintained disputed charges. SP could find no reason to waive the charges as C had delayed in reporting the matter to it. However, after

investigating C's complaint, SP offered a goodwill gesture that would reduce the arrears that had accrued.

The Ombudsman considered SP had acted within its Terms and Conditions and that the goodwill gesture offered was generous. C was recommended to accept this. SP was recommended to instigate a repayment plan for the arrears if C requested one.

12.2

C entered into a contract for telephone and broadband services. SP offered a discount and free modem. C changed provider to SP as it offered the free modem unlike other internet service providers. C's telephone and broadband services went active but following the activation date C had not received the modem and so contacted SP. C was advised to wait but contacted SP again when the modem was not received. C failed to receive the modem and after two months requested cancellation with no charges as the service had not been received. SP tried to send the modem on numerous occasions but C did not receive it. SP offered to credit C with the cost of a modem bought from a shop and a sum to cover the expense. C did not buy the modem and cancelled the telephone and broadband service. SP raised charges for early cancellation which C paid after initially disputing them.

The Ombudsman considered that SP had failed to provide the service and that it should have ensured delivery of the promised modem. C had agreed to the service on the basis of a free modem and it was not C's responsibility to go out and purchase essential equipment. SP was to reimburse all broadband charges and clear the account as though the service had never been taken out. C was responsible for the early termination fees for the telephone service as this had been utilised and C had received a benefit in reduced charges for the 'package'. SP was to ensure that C's credit history had not been adversely affected by the complaint and a payment in recognition of the loss of e-mail facility, the time, expense and inconvenience caused to C. It had already apologised by letter and had provided good customer service throughout.

12.3

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

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

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

12.4

C accessed the internet using a mobile phone as a modem. When the bill was received it was seen that the bill was very high and C disputed the charges saying that the literature provided by SP had been misleading and that the credit limit should have stopped charges when they reached that limit. It was held that the credit limit is for SP usage and that as internet use involves delayed billing it would not apply and that the literature was clear in expressing the use as data downloaded. This was seen as an acceptable method of expressing internet usage. SP offered a payment plan.

SP was required to offer C a payment plan again. No further steps were required of SP.

12.5

C stated that SP should carry out work at C's premises to ensure that a broadband service can be received. C wanted work to be carried out free of charge. SP stated that any work carried out was chargeable.

It was concluded that there was no basis for SP to carry out work at C's premises free of charge and that all costs raised to date are correct and should be met by C. There was also no clear evidence of any service shortfall in this case.

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

No further action was required from SP in this case

12.6

C complained that SP had continued to charge C for an account after it had been cancelled. C wanted SP to refund all the payments taken by Direct Debit. SP said it had no record of the cancellation request, and that it had contacted C before each payment was taken.

The Ombudsman examined SP's customer contact log notes, and discovered that there was evidence that it was not a complete record of every time C had contacted the company. Therefore, it was accepted that C may have contacted SP to request the cancellation of the contract, and SP had simply failed to record the request. However, it was also accepted that SP had sent emails to C to inform C of charges, and C seemed to have ignored these emails for several months. In these circumstances, it was considered reasonable to require SP to refund half the charges.

12.7

C was billed incorrectly by SP after a house move. Despite contacting SP on a number of occasions about the disputed charges SP failed to amend the bill. SP apologised for its error and made a proposal to correct the charges. The Ombudsman found that C's

calculations were correct and required SP to correct the bill, provide C an apology for poor service and in recognition a goodwill gesture.

12.8

C complained that SP had not provided free broadband, had charged for features not provided, charged a connection fee with no explanation and taken direct debit payments from mothers bank without consent. Sp said that it had provided C with free broadband had not charged for features not provided, had charged a connection fee for the free broadband service and had not taken payments from C's mothers account without consent. Sp advised that the payments taken from mother's bank were in relation to another account with SP with a similar telephone number.

The Ombudsman said that Sp had provided free broadband and the connection fee was applicable. The Ombudsman said that Sp had not charged for features not provided. The Ombudsman surmised that the payments from C's mother's bank may have been taken in error due to SP inputting the details on an account with a very similar telephone number. The Ombudsman required SP to investigate this further.

12.9

C contacted SP and disputed charges raised after the handset was stolen. SP maintained the charges as correctly raised.

It was concluded that C was accountable for the disputed call charges raised on the account. There were no indications of any service shortfalls in this case.

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

SP should offer a re-payment plan to reduce the burden of the debt

12.10

C used C's mobile phone GPRS service to connect to the internet. When C received C's mobile phone bill, C discovered that SP had charged C much more than C had expected. C complained. SP maintained the charges were accurate. However, as a goodwill gesture it agreed to apply a credit to the account equivalent to half the charges.

The Ombudsman was satisfied that SP had charged C accurately. It was considered that SP had provided information about the charges to C, and that C was responsible for familiarizing themselves with the relevant rates for services SP offered. Although C had experienced some customer service problems, SP's offer was considered generous, and no further action was required.

12.11

C subscribed to SP's telephone and broadband services. C complained that SP had charged C incorrectly. C also complained that C had experienced problems with the broadband service, which SP had failed to respond to. SP was of the opinion that C had been charged correctly. SP said that SP had provided assistance whenever C had reported problems.

The Ombudsman was of the opinion that C had been charged accurately by SP. It was however noted that SP's records did not appear to be complete – C had submitted recorded delivery receipts which showed SP had received letters from C, even though SP had no record of these letters. Therefore, the Ombudsman decided that it would be reasonable to accept C's assertion that C reported problems to SP which SP had no record of. In recognition of the problems C experienced, SP was required to allow C to cancel C's contract without penalty, and to make a payment to C to recognise the inconvenience caused.

12.12

C had traveled abroad and discovered charges incurred whilst away of which were disputed. SP maintained the charges as correctly raised.

It was concluded that C, as the account holder, has sole accountability for the charges raised even if C has not made the calls directly. There has been no evidence provided to indicate that SP has not raised the call charges correctly. There is no evidence of any service shortfalls in this case.

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

No further action was required from SP in this case

12.13

C complained had received a bill from SP with a cancellation fee. C also complained that SP had not applied the correct call plan to the line. SP said that the cancellation fee had been raised in error but this had now been removed. SP said that C was now on the correct call plan.

The Ombudsman could not say why C was on the incorrect call plan but in recognition of any service failures SP was required to award a nominal goodwill credit and send C a letter of apology.

12.14

C suffered loss of service for over a month, which was due to no wiring from telephone exchange to the building. SP offered compensation to C via the wholesaler. The Ombudsman recommended C to accept and accepted SP's explanation that it was not responsible in this case as it was relying on the wholesaler to carry out the installation of

the service. The Ombudsman required SP to provide C a goodwill gesture for not responding to C's written correspondence in writing addressing outstanding issues. ?

12.15

C complained to SP about certain issues regarding account. C complained about SP as it did not respond to letters and did not deal with complaint properly. SP advised the Ombudsman that it cleared the last bill as goodwill. The Ombudsman found instances of poor service. Although a credit had been applied by SP the Ombudsman required SP to provide an apology and a further goodwill credit.

12.16

C cancelled two lines with Sp but continued to be billed for one line. C called Sp to dispute but continued to receive bills. Sp said that due to an error the line continued to be charged. Sp admitted poor customer service.

The Ombudsman said that C had received poor customer service from SP. SP required to close the account and remove the outstanding balance. Refund C with payments made and award a nominal goodwill payment. SP to send C a letter of apology and assurance that C's credit rating has not been affected.

12.17

C contacted SP as charges were raised after cancellation of services. SP accepted that incorrect charges were raised.

It was concluded that C has been inconvenienced with being incorrectly charged and been chased for a debt not owed. C was also not shown a level of service normally expected and this is a service shortfall.

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

SP was required to send written confirmation that C's account is closed with a nil balance, offer a goodwill gesture payment for the overall poor experiences to date, ensure that no further invoices are sent, ensure that no adverse data has been sent to any credit reference agency as a result of this episode and send a letter of apology.

12.18

C contacted SP with issues relating to disputed charges, refunds, promotional tariffs, and poor customer service. SP refuted C's claims and stated that all issues had been addressed.

The Ombudsman considers that C has been inconvenienced with regards to delays in the attempts to receive the promotional offers and with a poor response from SP upon

attempting to resolve the issues. These were clear service shortfalls. The Ombudsman is disappointed that no call data has been supplied to help conclude on this matter, nor any comments made by SP regarding the increase in charges for the tariff. This has not helped matters. C has also made a clear request for the call data and SP has failed to action this request and this is a service shortfall.

Therefore, SP was required to offer C a goodwill gesture payment, by cheque for the overall poor experiences to date in dealing with the company, send a full written apology for the service shortfalls stated in the report, SP was also required to send C the promised promotional payments, by cheque if it has not already done so, SP should send C a full and concise breakdown of the promotional payments to be applied along with a full itemised listing of call data for the disputed period, taking into account the 200 free minutes per month offer. If any overpayments have been made then these should be refunded to C's account as a credit. SP should also send C its comments in writing regarding the increase of line rental charges to the account, clearly setting out its justification for the increase, and offer C penalty free termination if the Ombudsman chooses not to take up the offer.

12.19

C contacted SP with issues relating to disputed charges, PRS calls and poor customer service. SP maintained the charges as correctly raised.

It is concluded that although it appears that C did not knowingly make the number of calls itemised, it is accepted that the PRS call charges have been correctly generated on the account. As the account holder, C has sole responsibility for any calls raised by the equipment even if C has not made the calls directly. There was no clear evidence of any service shortfalls in this case.

In full consideration of the facts and issues surrounding C's complaint against SP the Ombudsman decided no further action is required from SP in this case

12.20

C made calls to an international destination believing they were included in his price plan but was subsequently charged for the calls. SP explained that the international landline calls were included in the plan but calls to the international mobile was not. SP offered C a credit but failed to apply the credit to the account. C experienced a poor level of customer service.

Although the Ombudsman considered that C had been charged correctly for the disputed calls, SP had promised a credit and failed to fulfill this. The Ombudsman was of the opinion that a shortfall in customer service had occurred. SP was required to fulfill its promised credit and make a nominal goodwill payment for the shortfall that had occurred. SP was also required to write a letter of apology.

14.0 Faults (Equipment)

14.1

C complained about a number of faults affected the broadband and telephone services provided by the SP, although the SP stated it had virtually no information regarding C's problems. However, provided copies of numerous letters and emails sent to the SP over a number of months. Therefore it was concluded that the SP had failed to provide adequate customer service. C requested a detailed response from the SP regarding the issues raised, and advised that since making the complaint the broadband service had been transferred to another provider.

In light of these problems and the poor customer service provided, it was proposed that the SP should contact C by telephone in order to fully discuss the problems being experienced, as well as the concerns raised in correspondence. The SP was then required to provide to written confirmation of the points discussed and any suggested remedies, as well as a written apology for the poor customer service. The SP was also required to make a goodwill credit to the account, while ensuring any early termination applied to the broadband account was cancelled as a further gesture of goodwill.

14.2

C contacted SP with a faulty handset and maintains that a poor response was received. SP accepted C's issues and offered a refund of the handset, a free of charge handset and a credit to the account.

It was concluded that C has encountered technical problems with the handset, incurred delays and not received a level of service normally expected from SP. SP has made an offer to C which included the refund of the cost of the initial handset, which it was under no obligation to do. Further offers have also been made. These offers by SP were considered generous in the circumstances.

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

SP was required to maintain its offer to refund C the original price of the handset, offer to replace the handset free of charge or a similar model, apply a credit towards the account, refund all insurance payments made to date by C and send a letter of apology

14.3

C subscribed to a mobile phone contract with SP. There was a fault on the handset. C complained that although SP replaced the phone on several occasions, C never received a handset that worked. SP maintained that C had been provided with a working handset that C had made substantial use of the handset and C had not complained after receiving the handset. C did not make a payment for several months, and therefore SP cancelled the account and charged a termination fee.

The Ombudsman decided that the evidence available suggested that although C had experienced initial problems with the handset that had been provided, SP had provided a fully functional handset, and had also made a goodwill payment to C to recognise the inconvenience caused. C had failed to make payments, and therefore SP was entitled to close the account and charge a termination fee. No further action was required.

15.0 Faults (Line)

15.1

C was provided with a broadband and television service by SP. C complained that the television service was experiencing ongoing intermittent problems and that one of the email accounts used would not send emails, only receive them. C stated that attempts had been made to resolve the complaints with SP's Technical Helpline but they reoccurred even following a house move. SP stated that the problem with the television service had been resolved following visits by the engineer and that the email problems were with C's configuration of the computer email programmed. C wrote a letter of complaint and received a response stating that the matter was being reviewed and a reply would be made. C said that this reply was not received. SP made a response detailing its Customer Service Department correspondence address and telephone contact and email details for a quicker resolution by way of technical help.

On review the Ombudsman considered that C had made several calls to SP's Technical Helpline and the email problem was recurring thus requiring SP to contact C to arrange a visit from an engineer to investigate the set up and confirm whether it was a problem with the service or the programmed and if so instruct C as to how to set up the email account so that future reference to SP with the recurring problem could be avoided. C was advised to make a record of the intermittent problems experienced with the television service as this complaint was not evident latterly on SP's case history file. SP was to respond by confirming the status with C and instruct the engineer if necessary. Although it was acknowledged that SP had responded to C's letter it had failed to fully reply to the complaint and had simply provided C with the contact details used previously. As a consequence SP was to make a written apology and make a goodwill payment in recognition of the time, expense and inconvenience to C.

15.2

C transferred C's telephone services to SP. The new service had a fault. It took SP several months to resolve the fault. The fault prevented C using the service. SP advised C to use another provider's service by dialing a prefix code. C did this. C wanted SP to compensate C for the increased cost of using the prefix code to make calls. SP agreed. However, SP failed to do so.

The Ombudsman decided that there had been an excessive delay in SP resolving the fault. The Ombudsman also identified several customer service failings. SP was

required to carry out the recalculation it had offered and to make an additional payment to recognise the inconvenience C had been caused.

15.3

C experienced problems with the landline service SP provided. C reported the problems to SP. SP admitted it failed to resolve the problems over a long period of time.

In view of the problems C experienced, the Ombudsman required SP to release C from C's contract without penalty, to refund some of the charges C was charged for the service that the Ombudsman was not fully able to use and to make a payment to C as a goodwill gesture to recognise the inconvenience C had been caused.

15.4

C ordered a broadband service which was activated by SP but C experienced connectivity problems. C complained to SP about this and whilst SP did attempt to resolve them it delayed in sending out an Engineer who established that the fault lay with SP's line connection. C wanted compensation for the loss of service and the inconvenience this caused. SP explained that under the terms and conditions for the service it had no obligation to compensate C but it was prepared in the circumstances to make goodwill gestures to C. C was unhappy with the level of the goodwill gestures and complained to the Ombudsman.

The Ombudsman concluded that SP had no obligations to compensate C and the goodwill gestures SP had offered were proportionate to the level of inconvenience that had been caused. She directed SP to maintain these offers.

15.5

C contacted SP as a loss of telephony service was encountered over an alleged four year period. SP acknowledged the loss of telephony service but advised that it was intermittent and that C did not make a claim for compensation.

It was concluded that although C has encountered repeated intermittent losses of the telephony service, C did not make a claim after 'all' the loss of service within the prerequisite of four months as set out clearly within SP's contract terms. SP had offered a goodwill gesture and based on the evidence provided there was no reason to doubt the amount offered. However, to reduce any further confusion C may have over the award, it is considered appropriate for SP to send a clear breakdown of the award for the periods of loss of service.

However, it appears that C has not had a response to correspondence sent and this is a service shortfall.

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

SP was required to maintain its offer to C, SP was required to send C a breakdown of the award in writing, clearly setting out the periods of loss awarded for, offer a goodwill gesture credit, for the failure to respond to correspondence sent which covers any costs incurred in contacting the company and send a letter of apology

15.6

C's telephone line developed a fault. C reported this to SP. It took a few weeks for SP to resolve the problem. A few weeks later, C's line developed another fault. It again took SP several weeks to resolve it. C complained. SP ignored some of C's calls and letters. C wanted SP to compensate C for the loss of service and for the customer service problems. SP made C an offer. C felt it was insufficient. C also wanted SP to release C from C's contract without penalty

The Ombudsman was of the opinion that SP's offer was reasonable. It was also felt that as C had experienced so many problems, SP should release C from the contract without penalty as a goodwill gesture.

19.0 Installation

19.1

C complained that SP had delayed installation of ISDN30 and also disconnected alarm line in error. C complained to SP but remained dissatisfied with the goodwill offered. SP said that the installation had not been delayed and the service was installed a week prior to the forecast date. SP said it had offered C goodwill in recognition of any service issues and to cover the cost of overnight security due to the alarm line being disconnected.

The Ombudsman said that after review of the information provided SP had installed service prior to the agreed date. SP therefore not liable to compensate C. The Ombudsman was however concerned with any misinformation provided and viewed this as poor customer service. The Ombudsman however viewed the proposed goodwill as a reasonable award.

28.0 Payments

28.1

C set-up an account with SP for its telephone and broadband services but SP made an error and allocated them to C's daughter incorrectly. Therefore, C received no correspondence from SP but C's daughter did. C was not happy with this and complained and SP provided C with a form in order to change this. This was completed

and eventually the account name was changed but in the meantime C's services were restricted due to non-payment. However, C would not make a payment as the account was not in C's name and C's daughter would not make a payment as the Ombudsman had nothing to do with the account. Eventually C made a cheque payment of the outstanding balance and also provided SP with C's new Direct Debit details. However, SP then proceeded to debit C's daughter's account. C complained to SP but to no avail.

The investigation found that C had received a total shortfall in customer service from SP throughout and that this had caused both C and C's daughter numerous problems. Due to the lack of evidence provided it could not be ascertained exactly why SP may have debited C's daughter's account and it was considered that C's daughter had to take this up directly with SP. However, in relation to C's account, SP was required to allow C to close these without penalty and also provided C with a goodwill payment and an apology for the poor customer service received throughout.

29.0 Premium Rate Services

29.1

C complained to the SP about a number of PRS call charges they were disputing. It was clear that calls were made to one number provided by a TV quiz line over a short period of time. However, there was no evidence that the calls had not been correctly recorded by the SP, with no other call charges being disputed. The SP also provided C with contact details for ICSTIS and the PRS provider, but the PRS provider responded confirming the calls had been received from his number.

Therefore it was concluded that C had been correctly charged for calls knowingly made from his telephone number. On this basis no further action was required by the SP.

29.2

C received a bill with many calls to a premium rate service. C claimed that the calls had not been made. There was nothing provided that supported the claim that the charges appeared as a result of a fault and the calling patterns were typical of calls to a competition line where charges are made each time the number is dialled, whether or not the call connects to the studio. SP said there was no problem with the billing.

No further steps were required of SP.

32.0 Refunds

32.1

C entered into a contract for mobile telephone services that provided for an offer of cash back on receipt of certain invoices. C provided the invoices and waited for the cash. When this did not arrive C telephoned SP and it was confirmed that the information required had been received but that there was a delay as the cheque were coming from another country. C was advised to wait. C did not receive the cheque and contacted SP. SP advised C that the cheque had been issued but not sent. C received one cheque but no others. Complaints by telephone and letter were made to SP but the cheque were still not received and C was advised that before a credit could be issued the cheque needed to be cancelled and this could take three weeks.

SP confirmed that C had not received all the cheque issued. C cancelled her accounts but continued to be billed by SP and an outstanding amount remained on the account. No explanation was given to C by SP. On review of the information as there was an outstanding amount on C's account the Ombudsman required this to be waived as there was still no confirmation or explanation of the outstanding cheque. SP was to clear all charges on the account and then cancel it. A goodwill payment was to be made to C and a letter of apology sent to C.

34.0 Service Transfer

34.1

SP provided a service to C that allowed for the notification of emails through a special service not requiring a computer. It wrote to notify C that this service would no longer be available from a certain date. C wrote to SP to question the reasoning for this. C stated that no response was received and made several attempts to contact SP at different offices. SP said that it had not received the initial letter but that it did receive a copy later, after the service had been discontinued. C said that an advisor of SP telephoned but that the questions were not answered and so a further letter was written. C said that no response was received. SP stated that a voicemail was left for C but no further response had been received.

The Ombudsman considered that SP had failed to provide adequate customer service as the complaint remained unanswered. The time taken to begin to address C's concerns was unacceptable and there had been no written response. Due to the time taken and the failure to make a full written response to C's queries SP was to provide an apology with a full written response addressing C's questions raised in the first letter. In recognition of the time, inconvenience and expense caused to C in pursuing a response SP was to make a goodwill payment.

34.2

C cancelled service with Sp and transferred to another provider. C continued to be billed by Sp. C called SP and sent letters but received no response. Sp said it had billed C in error. SP also admitted it had provided poor customer service. SP said it had removed the outstanding balance.

The Ombudsman said it was evident that C had received poor customer service from SP. SP required to award C with a nominal goodwill payment and send C a letter of apology.

36.0 Tariffs

36.1

C complained that a contract change was not adhered to by SP. SP considered that it had been. SP wanted C to be bound by the contract or pay a termination fee.

The Ombudsman considered SP had not provided sufficient evidence of the contract and required it to allow C to terminate without a penalty.

36.2

C subscribed to SP's mobile phone contract. SP charged C on an incorrect tariff. C complained on a number of occasions before SP agreed C had been overcharged. SP undertook to recalculate the account charges. C did not agree with the amount SP concluded was owed.

The Ombudsman was not satisfied that SP's recalculation was accurate, and therefore required SP to provide a breakdown of its calculation, and if it was discovered the amount refunded was not correct, to make an additional payment to cover the entire overcharging. SP was also required to make a further payment to C as a goodwill gesture to recognise the customer service problems C had experienced.

38.0 Terms and Conditions of Contract

38.1

C complained to the SP about it failing to provide a modem after the 'go live' date. C then requested cancellation of all services, with the SP ensuring that the telephone service was cancelled, but maintaining that C remained responsible for a minimum term broadband contract. The SP highlighted that it tried to quickly replace C's modem but this was refused by C.

It was concluded that any initial inconvenience to C was minimal and that the SP had acted correctly when making C responsible for the broadband contract, in line with the Terms and Conditions of service. Therefore, no further action was required.

