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2.0 Billing

2.1

C had a broadband account with SP. C cancelled the account but SP continued to bill C.

C complained and SP agreed to reimburse C for the charges back to the date the contract was cancelled and provide a goodwill payment. C has formally accepted the offer.

2.2

C advises that their bills for a period of four months were sent to their employer in error. C also complains of unanswered letters and having their line restricted when it was agreed by SP to be placed on hold. C says they have been offered a gesture of goodwill but seeks further compensation for poor service. SP did not provide a case file to the Ombudsman within the required timescales, which meant its views could not be considered in relation to this complaint.

The Ombudsman found that C's bills had been sent to their employer and this was considered a shortfall in the service C received. Furthermore, there was evidence to suggest that the account had been agreed by SP to be placed on hold whilst this was investigated but this did not occur. This was considered a further service shortfall. The goodwill offer made by SP was found to be sufficient in addressing the shortfalls and it was required that this was maintained and SP was required to apologise to C.

2.3

C had several engineers attend their property. There were problems with C's line and they were all found to be outside of C's premises. The SP charged C for the engineers' visits. C disputed the charges.

The SP resolved the problem with C by cancelling all charges and C's account.

2.4

C complained that of incorrect charges for call connections and minimum call charges. The charges were correct but SP failed to explain why they were correct to C. SP also failed to make several call-backs and respond to a letter of complaint.

The Ombudsman was of the opinion that the charges were correct but C had experienced a shortfall in customer service. The Ombudsman required SP to:

- write to C to explain why the charges are correct and to apologise for the poor customer service received; and
- apply a credit to C's account.

2.5

C was a customer of SP and moved house but wished to retain the same package and services with SP at the new address. SP organised this but then C received a bill with numerous errors such as different package and also additional charges. C complained to SP and although some credits were provided, C remained unhappy with the matter. Eventually, C cancelled C's payment method and the account was suspended.

The investigation found that, in the majority, SP had acted fair and reasonably towards C. It was clear that there had been some initial errors, but SP had rectified these promptly and applied credits where necessary. SP proposed to allow C to be released from the contract without penalty (as C had requested this) and the investigation welcomed this proposed and maintained it. SP was also required to provide C with an apology, re-calculate the credit applied for some of C's calls, confirm any remaining balance in writing and also allow C to pay this off via a payment plan.

2.6

C agreed to a telephone service with SP, but two accounts were created in error. This led SP to take out an overpayment, which C requested back. However, SP failed to send C the refund after several calls.

It was informally agreed that SP would send C a refund cheque, clear the balance on C's account for the delay and send C a letter of apology.

2.7

Complaint by C related to call charges. C did not make payment on account as C believed calls had not been made by C. Upon investigation SP concluded charges had been correctly applied and there was no accuracy issue. Due to non-payment account was passed on to debt collection agency and phone line was disconnected.

Ombudsman found that no further action was required by SP. Charges had been correctly applied and C was responsible for the calls made. C should therefore pay the amount outstanding so phone line can be reconnected.

2.8

C received a bill for mobile phone which did not include the half price rental offer and included high call charges. C complained. SP applied the half price rental credit up front and then reversed this to monthly credit. SP maintained the call charges on the

account as they were to numbers excluded from the free call allowance. C continued to dispute the balance and complained to Otelo.

The Ombudsman considered there had been a number of shortfalls in customer care. SP's application of the half price rental credit up front and its subsequent reversal was confusing, and SP provided conflicting information. The Ombudsman consider C was responsible for payment but required SP to provide a goodwill credit in recognition of the shortfalls in customer care.

2.9

C took out an 18 month contract with SP. C says they received sales calls from SP before their contract expired asking them to extend this. C did not wish to extend the contract and indicated to the advisor they would like to cancel the contract. C noticed he continued to receive a bill after the expiration date so contacted SP to question this. C was told they would need to write to cancel which they say they did.

The SP offered to backdate the contract after it had experienced a few problems but as C did not accept this SP withdrew the offer.

It was recommended that the SP should cancel the contract from the expiration date, to ensure all overpayments are refunded, to ensure no adverse affect on their credit rating, to apologise and issue a goodwill payment.

2.10

C moved into a property and signed up with SP for telephone services. Within two weeks C received a reminder for payment for a bill to include services not received. C contacted SP but could not resolve the issue. Letters were written to try and resolve the complaint but C received no response and decided to cancel the agreement within the first month. SP disconnected the telephone service due to non-payment. SP raised a bill for early termination fees, late charges and the wrongly billed amount. C received a letter confirming that the initial amount chased was billed to the wrong customer but refused to waive the termination fees and continued with debt recovery action.

The Ombudsman considered that it was reasonable for C to terminate the agreement as SP had provided poor service and then disconnected C over a matter that it had wrongly pursued against C. It was to clear all termination and non-payment fees. The debt recovery action was to stop and C's credit history was not to suffer through the incident. C was responsible for any charges incurred for line rental to the date of disconnection and for usage. SP was to make a full apology and forward a goodwill gesture.

2.11

C wished to change broadband SP and requested a MAC from SP. SP issued the MAC but it expired as SP did not receive any notification from a new SP within 30 days. SP

continued to bill C for broadband even though C was being supplied and billed by another SP for broadband.

The Ombudsman directed that SP should refund C for the overlapping period C was billed by two suppliers and to make a goodwill payment.

2.12

C entered into a pilot trial to use Voice over Internet Protocol calls. However, C and SP both say that the trial did not function correctly. C has now been billed with a large bill for calls which C says were free under the trial. C said the trial was open-ended. SP said the trial was for three months.

The Ombudsman found that the agreement was not considered to be open-ended and that C was liable for the cost of the calls. C had already received a large goodwill gesture from SP and this was felt to be sufficient to cover any misunderstandings. SP was requested to offer C a payment plan.

2.13

C set up an account with the SP and wanted to pay connection charges over 12 month period, C received a full bill and queried this with SP; SP says such a request was not forthcoming.

SP offered to waive all charges on C's account and set up a new account and a goodwill gesture for the shortfall in customer service in recognition of not replying to C letters and a letter of apology

The Ombudsman considers the offers made as satisfactory and therefore do request any further actions.

2.14

C wrote to SP to query charges on an invoice. C received no response and sent the letter three times to SP. C used the automated payment system to settle the account and later received a reminder from SP followed by notification of late payment fee. C contacted SP and SP agreed to waive the charge, SP failed to apply this to the next account. SP submitted no case file.

The Ombudsman requires SP to investigate charges on C's June invoice; refund late payment charge and make a goodwill payment.

2.15

C introduced a relative to SP and was offered a cash incentive for doing so. This was never received. C continued to complain that the bill should have been reduced

however the credit was not made. SP starting sending letters demanding full payment of the account despite the fact that the credit had not been applied. C later left SP and transferred to another provider

Following contact with both SP and C it was agreed through mediation that the credit would be applied, the remaining balance cleared, a further goodwill payment would be made and a letter of apology would be sent confirming that the account was closed with a zero balance.

2.16

C complained to the company after a large payment was taken from their bank account. C advised they were abroad at that time, with the company confirming the charges related to large amounts of WAP calls. C advised some had been made, but most they disputed.

There was no evidence to suggest the charges were incorrect, only that C wasn't aware of the costs involved. The company made a large reduction in an attempt to resolve this matter. C refused to pay the remainder. It was concluded that the company should have noticed the unusual account charges and ensured a bar was placed. However, it was concluded that the goodwill reduction had already provided a generous reduction in consideration of this.

No further action was required, but the company was asked to consider a payment plan.

2.17

C contacted SP to add an International option to C's service. C disputed the cost of calls to a mobile phone abroad and believed this was to be charged the same as calls to a landline. SP informed C of the different tariffs under the plan and that calls to mobiles were more expensive. C also complained about the customer service provided by SP.

The Ombudsman concluded that there was no evidence to suggest that C had been misinformed by SP. The Ombudsman was also satisfied that the pricing structure was clearly detailed on the SP's website under its Terms and Conditions. The Ombudsman decided that there was a delay in applying the International option, and SP was instructed to recalculate the bill and credit C's account with the difference. The Ombudsman also agreed that there had been a shortfall in customer service, and instructed SP to credit C's account with a goodwill gesture, and to send a letter of apology.

2.18

C arranged broadband service with SP and believed all bills had been paid to date. SP disconnected C's service without an explanation. SP has indicated that C has two accounts yet is unable to locate one of these accounts when C telephones SP. C has also complained about the customer service provided by SP.

The Ombudsman concluded that SP must justify its decision to disconnect C's services, or re-connect the service and refund any line rental and broadband charges for the period C was unable to use the service. The Ombudsman also decided that SP had provided a poor level of customer service, and must credit C's account with a goodwill gesture and send a letter of apology.

2.19

C requested an SP to connect a line for them. The SP failed to turn up but did not contact C. C then joined a different SP. Two months later an engineer turned up to connect C; C told the engineer they were now with a different SP and sent the engineer away. However, this SP then billed C for connection and a telephone package. C complained via an advice centre but the SP failed to respond.

The Ombudsman decided that the SP had failed to deliver the service to C and that it had failed to contact C. The SP was requested to cancel the contract and had to pay for C's legal costs and send C a goodwill gesture.

2.20

C switched suppliers and transferred telephone and internet services away from SP. Following the transfer, SP continued to bill C and withdraw money from C's bank account. C contacted SP to try and recover the money and receive an explanation for what happened without success.

The Ombudsman directed that SP should refund C's bank account and close its account. The Ombudsman directed that SP should write a letter of apology to C and explain how the account error occurred. The Ombudsman also directed that SP should make a goodwill gesture and confirm that C's details would not be held on file.

3.0 Broadband

3.1

C contracted with SP for a broadband service. This went well for the first 6 months but then C complained it became slow and on occasion failed. C contacted SP's technical helpline but the problems persisted getting worse until C stated that it failed altogether. C said that SP had given advice that had not worked and suggested that C called an engineer as it could have been C's equipment. This engineer could not find a fault with C's equipment. C continued to complain and then cancelled the service. The line was not transferred until some 7 months later and C complained of poor customer service as telephone calls were not returned and a claim for compensation was not addressed. C also wanted the broadband charges refunded for the time the broadband was faulty. SP offered a refund against some of the rental and the matter was deadlocked.

The Ombudsman considered that C should be refunded the charges from the time the service failed completely as prior to this some service was being received albeit slow. SP had made some refund but was to increase this to the equivalent of 3 months rental. There had been issues of customer service but SP's case history did not support C's complaint regarding contact with the technical team especially where C had been asked to get back in contact if the issue had not been resolved. SP could not act on the matter if it was not drawn to its attention. However due to the difficulties and time taken for the service to transfer following cancellation a goodwill payment was to be made to reflect the effort used in cancelling the service. A letter of apology was also to be sent by SP.

3.2

C applied for line rental and to upgrade broadband speeds with SP. C did not receive any upgrade in speeds and complained to SP, requesting a rebate of charges and to terminate without penalty. SP failed to reply to C's letters and C complained to Otelco.

The Ombudsman considered that C had the benefit of broadband and that SP did not guarantee speeds achievable. The Ombudsman did not consider C's claim was warranted. However, SP had acknowledged it had failed to upgrade C's broadband speed and failed to reply to C's letters. The Ombudsman considered a goodwill credit was warranted in recognition of the shortfall in customer service and also required SP to send a written apology.

3.3

C had a loss of broadband for a period of a few months and complained to the service provider. However, as the company did not resolve the problem by removing a marker on the line. C went to another service provider who supplied broadband through cable.

It was agreed that the service provider would provide C with a goodwill cheque for the loss of service and send C a letter of apology for any shortfall in customer service and for any inconvenience caused.

3.4

C lost broadband service for 17 days. C contacted SP for compensation but received no response or resolution. SP responded to C's complaint upon receipt of the Ombudsman's case file request and offered C a rental refund and apology.

3.5

C complained that SP delayed providing broadband for several months. C also complained that SP failed to respond to letters sent and also failed to resolve issue within a timely manner. C requested compensation for costs incurred obtaining internet access elsewhere. SP said that it raised an order for C's upgrade at the current address.

C then advised SP that C was moving. SP therefore had to re-order at the new address but this order was initially rejected. SP then raised a second order but with the incorrect post code. SP resolved this and provided C with broadband. SP said that C had not made numerous calls and it had responded to C's earlier letters. SP admitted it had failed to respond to C's last letter.

The Ombudsman said that although the delay in service no doubt caused inconvenience to C that in this instance SP could not be blamed as the problems were caused due to C's house move. Also all service providers provide estimated activation dates. The Ombudsman noted that C had not provided any evidence of costs and noted that C could have utilised a dial up service for day to day internet access. The Ombudsman required SP to award a nominal goodwill payment in recognition of service shortfalls and send C a letter of apology.

3.6

C was concerned with the connection relating to an internet telephone service and wished to cancel the contract. C believed that the service had been cancelled, but continued to be charged. When C contacted the SP again, it confirmed that it had no record of a cancellation and offered C upgraded equipment which was accepted. However, C continued to be unhappy with the service and requested a full refund. The SP offered a partial refund and no disconnection fee would be charged.

The Ombudsman considered SP's actions reasonable based on the evidence provided, but requested that it provide C with an apology and goodwill gesture for not responding to one of C's letters.

3.7

C was unable to connect to broadband unless they unplugged their telephone. Thinking this was due to faulty filters, C purchased new ones but the problem persisted. C decided that as SP could not connect her with broadband they would no longer use this service and paid only for their telephone and line rental. C then cancelled their Direct Debit and the telephone line was restricted due to this. C received a bill which contained an Early Termination Fee.

SP recognised its errors and refunded the Early Termination Fee and also awarded compensation. The Ombudsman thought this was a reasonable amount of compensation but requested for it to ensure C received a refund for the broadband they had never used. Also a letter of apology was issued.

3.8

C was unhappy with a broadband connection speed from the SP. The SP investigated the situation and found that C lived too far away from the exchange for the estimated line speed to be provided and offered a reduced package

The Ombudsman considered that SP should provide C with a goodwill payment and apology due to the time taken to ascertain the problem.

3.9

C signed up to SP for a broadband and phone service. C found that they could not connect to the broadband service. After a short time later the problem was not resolved and C asked to cancel the service. C was advised that this would incur an early termination fee. SP continued to take money from C's back account for the service. SP did issue a code to allow C to transfer the service however this was not used and a further code was issued which again was not used. C continued to complain to SP about the charges.

The Ombudsman concluded that C had not given SP opportunity to resolve the fault before cancelling the service and as such would remain liable for any early termination fee. As C had not received the service, it was proposed that any charges paid up until the first code was produced should be refunded but C would remain liable for any further charges. The Ombudsman required SP to issue an apology; refund any charges paid up until the first code was provided and credits the account as a goodwill gesture for the delay in issuing the first code.

3.10

C said had called SP in 2006 to cancel broadband. In 2007 C realised that SP was still taking payment and on contacting SP was informed that no cancellation had been received. C requested SP refund all broadband payments but SP declined and sent C a deadlock letter.

The Ombudsman confirmed that there was no evidence to show that C had not called SP but based on the balance of probabilities the Ombudsman had no reason to doubt C. The Ombudsman noted that SP had not investigated to see if C had accessed the service since 2006 and viewed this as a shortfall in service. In recognition of this the Ombudsman required SP to award a nominal goodwill payment.

3.11

C applied for broadband with SP. C did not receive the welcome pack, which advised of the need for a Migration Authorisation Code (MAC) from the current provider. C was given a go live date, which came and went without the service being transferred as C gave no MAC. When C did give a MAC, the service was activated within a short time. However, there were technical problems preventing the service from working. C made on call to technical support before transferring to another SP. C was charged for early termination and complained. SP failed to respond to letters of complaint.

The Ombudsman was of the opinion that C was responsible for the early termination fee but had received a shortfall in customer service and required SP to:

- send a letter apologising for failing to respond to all of C's letters; and
- send a goodwill payment by cheque.

3.12

C complained to SP that the broadband speed was much slower than expected. SP tried to resolve the problem with the line provider however it was later confirmed that the line was only capable of supporting the slower speed. C continued to complain but was not updated of the progress of the investigation. C also complained that the SP's website stated the line was capable of much higher speeds but SP again confirmed that the line would need upgrading and that it could not ask for this to be done. SP offered to credit C's account with a goodwill payment for failing to keep C updated and for the problems experienced.

The Ombudsman concluded that there was nothing that could be done to increase the speed but agreed that C has experienced a shortfall in customer service. The Ombudsman required C to issue an apology and to maintain its offer to credit the account with a goodwill payment.

3.13

C complained to SP about an intermittent service. SP investigated and eventually resolved the problem. C claimed compensation for business losses but was unhappy with the amount offered by SP.

The Ombudsman noted that as the fault was intermittent it was reasonable that SP took some time to fix the fault. The Ombudsman also noted that the total goodwill payment offered was greater than the time that the service was not fully functional. In view of C's failure to put a contingency plan in place, the Ombudsman considered SP's offer to be reasonable and required SP to maintain it.

3.14

C arranged to move property and arranged to have services, including broadband transferred to the new address on the day of the move. The broadband did not transfer successfully and upon enquiry it was discovered that this was because the order had been ceased. Further efforts by SP to provide a broadband service urgently failed and there was a lengthy period that followed where there was no broadband but SP did arrange a temporary dial up system. When compensation was requested SP indicated that its Terms and Conditions made it clear that compensation would not be provided for broadband. After considering this matter it was found that this was not a broadband issue but more a customer service issue as it was not broadband failing that caused the problem but the ceasing of the broadband order without justification. It was decided that the compensation claim should be processed using SP's Actual Financial Loss scheme.

SP was required to provide a letter of apology, to provide C with an Actual Financial Loss pack, to process the claim and to waive any charges applied to the account in respect of dial up broadband costs and associated with this problem.

5.0 Cancellation

5.1

C requested a Port Authorisation Code and cancellation from SP. C failed to use the PAC and the account remained open. C's business partner carried on using the telephone and C received bills for the account that was considered cancelled. C complained and SP cancelled the account but maintained that C was responsible for all charges to that point as the PAC had not been used.

The Ombudsman was of the opinion that C was responsible for all outstanding charges on the account. SP had failed to respond to one letter of complaint for which the Ombudsman required it to send a letter of apology.

7.0 Credit Control

7.1

C complained that SP had registered a credit default on C's credit file. C stated that C had experienced problems with a mobile phone provided by SP a few years earlier and therefore had refused to pay C's bills. SP was of the opinion that the default should not be removed as C had failed to keep up with payments on her account.

The Ombudsman was unable to consider whether C should have been released from SP's contract without penalty because of the reception problems because it fell outside Otel's Terms of Reference. In view of this, it was decided that SP was entitled to register adverse information on C's credit file. SP had offered to set up a payment plan so C could pay off the outstanding balance and the Ombudsman considered this would be appropriate.

8.0 Customer Service

8.1

C paid for a redirection in order to keep the existing number on a house move. After 18 months C moved into the new house but was not provided with the existing number. C complained. SP agreed to provide the number but was unable to do so. SP offered a

goodwill credit but C continued to request the original number. SP did not respond to C's letters and C complained to Otelo.

SP offered a further goodwill credit for the outstanding balance in recognition of the shortfalls in customer service but was unable to provide the number C requested. SP had terminated the service for non payment. The Ombudsman considered that SP had made a generous offer but required SP to restore the service without charge if C wished to remain a customer and required SP to send a written apology and confirmation that no adverse credit history would be recorded in relation to this matter.

8.2

C was moving house and advised SP of the date. C advised that he would confirm this with SP before the date. SP processed the request but failed to note that confirmation was required. C did not confirm the date with SP but SP processed the request without confirmation. C lost service and SP took two days to restore it. C wanted to claim loss of earnings as the line was used for business purposes. The line was registered as a residential line and not a business line. The Ombudsman noted that as it was a residential line loss of earnings due to a loss of service were not applicable.

The Ombudsman required SP to send a letter of apology to C and to credit the outstanding balance back to the account.

8.3

C lived in a nursing home and requested a telephone line from SP. Unfortunately, SP failed to connect the line, yet sent an invoice for installation to C. C found this distressing and her daughter pursued the complaint on her behalf. In the meantime C sadly passed away. SP opened a new account but then credited the old account with the installation fee.

The Ombudsman found that C had suffered from a shortfall in customer service. SP was required to refund the installation fee, close both accounts without penalty and provide C's daughter with a goodwill gesture and a letter of apology.

8.4

C complained that the SP kept moving the date of the work and that when the SP came to do the work C was left with no messaging service. C states that this caused major disruption to the business.

The Ombudsman decides that the SP should have kept C informed as to the reasons in the delay of the work. There were also problems in the quality of the work when it was eventually done. The SP was required to send a goodwill gesture to C and to forward an Actual Financial Loss pack to C.

8.5

C complained about a large bill received as a result of calls made to an operator service. C paid SP each month for a call bar service to prevent calls to mobile numbers. C contacted SP many times and was promised call backs that did not happen. C wrote to SP's complaints department but did not receive a reply. SP submitted no case file.

The Ombudsman requires SP to make a goodwill payment and for this to be offset against the outstanding balance. C is required to make arrangements to settle the outstanding balance

8.6

C complained that SP had failed to provide contracted services for several months. C said that SP had failed to respond to letters and had not telephoned when it had promised it would. C claimed to have suffered inconvenience and costs as a result and also claimed loss of earnings as customers had been unable to make contact. Despite two requests to respond to the complaint made, SP did not submit any information to the Ombudsman.

The Ombudsman required SP to investigate and repair the fault as soon as possible and to credit C with any charges levied for the services since the fault had been reported. The Ombudsman also required SP to make an appropriate goodwill payment to C for its failures of customer service but did not require any additional payment for loss of earnings as C had not submitted any information to support that claim.

11.0 Disconnection

11.1

The complainant experienced an un-requested disconnection of service. The Service Provider reintroduced the service but failed to update the complainant's Direct Debit arrangements and the Service Provider failed to take payments from the complainant. The Service Provider then began debt recovery action. The complainant complained about this and wanted confirmation that the account had been closed and no adverse credit reference rating information had been shared. However, the Service Provider refused to do this, so the complainant complained to the Ombudsman.

The Ombudsman commented that the problems with the account had arisen from shortfalls in customer service on the part of the Service Provider and directed the Service Provider to rectify the errors and make a goodwill gesture to the complainant.

12.0 Disputed Charges

12.1

C decided to upgrade telephone and internet packages with SP. However, C continued to be charged a higher amount. Therefore, C complained to SP about being overcharged.

It was informally agreed that SP would refund all the overpayments, apply a goodwill credit to C's account and send C a letter of apology.

12.2

C requested her landline and broadband services with SP to be cancelled. It appears that although the SP cancelled these services the SP continued to charge C for the next month. C stated that despite attempting to resolve the matter with the SP on numerous occasions, C received no support or responses to her complaint.

SP acknowledged that it had overcharged C and credited C's account back to show a nil balance. However SP was not prepared to offer compensation as it had already refunded C's account.

The Ombudsman Service considered the SP should have resolved matters sooner. The Ombudsman Service therefore asked SP to write to C apologising for the inconvenience caused; confirm that C is at nil balance; ensuring credit rating has not been adversely affected and a good will gesture for the shortfall in customer service.

12.3

C agreed a call plan with SP, which also included an allowance for internet browsing. When C received the first bill, it was very high and C complained about the charges. SP failed to adequately deal with C's complaint and concerns and the service was disconnected and the account sent to a debt collection agency. SP also failed to provide C with a breakdown of the disputed charges and reply to some of C's correspondence.

The Ombudsman concluded that C had received a very poor customer service from SP, but considered that C had been charged correctly. However, as SP failed to detect such high usage on a new account, SP was required to withdraw some of the charges and an early termination fee and provide C with a revised bill for payment. SP was also required to send C a letter of apology and remove any defaults applied to C's credit file during the disputed period.

12.4

C complained that SP changed their contract upon request but then imposed a new minimum contract period. C complained that it had never been explained and did not think an early termination fee was valid after C wanted to change to a new provider. SP investigated and stated C had agreed to a new contract, which was explained and was covered in its Terms and Conditions.

The Ombudsman was provided with an excerpt of the Terms and Conditions, which were sufficient to cover C's circumstances. No further action was required of SP; the early termination fee was to stand.

12.5

C agreed to be provided with telephone services on moving to a new property. SP's engineer attended the property as C was notified no line was in existence. The engineer tested for a line and found that no further work was needed. C stated the engineer said that no charge would be made. C then received a bill for the charge and queried this with SP. C stated that SP failed to respond and refused to pay the charge. SP maintained the charge but failed to respond to C's letters of complaint. Following non-payment of the bill SP disconnected the service and charged an early termination fee. SP continued with debt recovery action.

On referral to the Ombudsman's office SP failed to provide a case file. It was considered that the fee for the engineer's visit would have been considered reasonable prior to the visit. The Ombudsman considered that it was reasonable to charge for the time and expense incurred in the visit and so it should be payable by C. The engineer was not in a position to comment on charges and it would be expected that a charge would follow the visit. However there had been a significant failure in customer service and so a goodwill credit was to be applied to the account. C was to be given the option of continuing with the agreement and all termination fees should be waived. Debt recovery action was to be halted and C's credit history was to be cleared of any adverse effect. SP was to make a full written apology for addressing the complaint.

12.6

C moved into a property and requested a telephone service from SP. C never received the service and requested it was cancelled. C then continued to receive bills for a service that did not work. C also complains of unanswered correspondences. C would like the service cancelled and all charges waived. SP did not provide a case-file within the required timescales which meant its views could not be considered in relation to this complaint.

The Ombudsman required SP to cancel the service and on the basis it never worked waive all charges associated with it. SP was also required to apologise for not answering C's letters and award a gesture of goodwill in recognition of this.

12.7

Domestic Customer - Disputed charges

The complainant signed-up for a package with the Service Provider then wanted to add broadband to the package. The Service Provider advised the complainant to contact the Service Provider's Sales was advised that the Postcode was not eligible for broadband

but this was an error. The complainant decided to terminate the contract, and the Service Provider applied early termination fee. The complainant cancelled Direct Debit arrangements and refused to settle the account. The complainant the refused to settle the account. The complainant contested the charges but the Service Provider maintained the charges.

The Ombudsman directed the Service Provider to withdraw the termination fee but also decided that the complainant was responsible for package and call charges. The Ombudsman also directed the Service Provider to make a goodwill gesture to the complainant for a shortfall in customer service arising from the incorrect information the complainant had been given.

12.8

C transferred to SP and requested a caller display function. SP was unable to provide the facility and C complained. SP did not respond to C's complaint. Additionally, C tried to pay by Direct Debit but SP ignored C's Direct Debit request. C transferred to another service provider that was able to set up a caller display facility. SP cancelled C's agreement but imposed cancellation charges.

The Ombudsman directed that SP should write a letter of apology to C and explain why a caller display facility was not set up on C's account. The Ombudsman further directed that SP should explain why a Direct Debit was not set up on C's account and should recalculate C's final bill to remove any cancellation charges.

12.9

The complainant received billing showing a large number of calls to one specific number. The complainant disputed having made the calls and complained to the Service Provider about them. The Service Provider investigated the charging and was satisfied that the calls had been made and correctly charged. The Service Provider maintained the charges and the complainant complained to the Ombudsman.

The Ombudsman noted that the complainant did not dispute any other charges arising from calls to other numbers. A billing error was therefore unlikely to have occurred. The Ombudsman also noted that other calls had been made in close proximity to the calls the complainant disputed and this indicated that either the complainant or someone else was at the complainant's premises at the times the calls were made. The Ombudsman was satisfied that the calls had been made and as the account holder the complainant was responsible for the charges they incurred. The Ombudsman decided that the Service Provider need not take any further action.

12.10f

C requested to cancel their account but the SP made a goodwill payment and C stayed with the company. C requested to cancel again but the SP failed to action the request.

C continued to incur service charges. The SP maintained that C had not placed a second cancellation request. C experienced a poor level of customer service.

Based on the evidence presented for investigation, the Ombudsman was satisfied that C had made an additional cancellation request. The SP was required to cancel C's account and credit service charges incurred after the request was made. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The SP was required to make a nominal goodwill payment and write a letter of apology.

14.0 Faults (Equipment)

14.1

C complained to SP two months after contract started about poor coverage. C stated that SP's advisor had confirmed C was in a strong signal area, SP confirmed after using postal checker that C was in a fluctuating area. SP replaced the handset believing this to be source of problem but acknowledged this was incorrect advice. C wished to terminate the contract and SP advised that early termination fees would apply. SP reduced C's tariff and extended line rental credit back period. C maintained cancellation request. SP reviewed the case and agreed to waive the charges.

The Ombudsman requires SP to provide a letter of apology for the shortfall in customer service; to cancel the account without an early termination charge and clear the balance outstanding and to supply a PAC.

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15.0 Faults (Line)

15.1

C ordered residential telephone service from SP. C was provided with a business account and C's line was disconnected. C was without service for nine days and requested compensation. SP apologised but did not offer any compensation. C wrote again but did not receive any reply and complained to Otelco.

SP accepted C's version of events. The Ombudsman considered there had been a number of shortfalls in customer service and required SP to provide a goodwill payment and to send a full written apology.

15.2

C disputed telephone numbers on bill and claimed that the line was faulty. SP carried out tests and found the line to be functioning correctly. Furthermore, SP could find no evidence of there being a fault on the line since C had not provided any details on the disputed numbers.

The Ombudsman found that SP's Line Integrity Check and test on the exchange equipment showed that the line was functioning correct. As such, no further action was required from SP. There was no reason why C should not be responsible for the outstanding amount on the account.

15.3

C complained to the SP about a delay provisioning a telephone line. C sent numerous letters and emails, as well as making many telephone calls in an attempt to resolve this matter. C details that a working line was never provided due to incorrect connections being set up, billing errors and poor customer service. On review the SP acknowledged these issues. However, it offered to provide a telephone line as soon as possible, and free of charge. It also offered to provide a refund of C's previous payments.

On review it was concluded that C should take the proposed action, whilst providing an assurance that the previous account had been cancelled. The SP was required to make an increased goodwill payment to C in full consideration of the problems experienced and any costs incurred. This was to be sent with a letter of apology.

19.0 Installation

19.1

C signed up for services with SP and a go-live date was given. C could not receive a service and so complained to SP. A fault was identified and C was notified that there was a problem and calls were routed via C's mobile. The problem continued and C decided to cancel the agreement. SP confirmed that this was to be done but did not release the lines which caused problems with the new provider. C sought compensation for a lack of services, mobile calls and charges made on the account. SP apologised and agreed to cover the charges and a goodwill amount for the lack of services but C rejected this.

The Ombudsman considered that there had been acknowledgement of the failure to provide the services and then to release them to a new provider. SP had kept C fully informed throughout. The Ombudsman agreed that the account should be cleared and decided that the mobile charges incurred should be paid. SP was required to refund the reconnection fees paid to the new provider and an amount to cover the lack of service. SP was also required to make a goodwill payment for C having to chase a resolution.

19.2

C complained that SP failed to provide the service agreed and delayed in resolving their problems. SP stated that the service issues at the beginning were out of its hands, but that they were resolved for C. It offered an inducement for C to remain a customer and a goodwill payment.

The Ombudsman considered there had been significant delays for C that may have resulted in business losses. The offers from SP were considered adequate, but required the conditional clause attached to the inducement to be waived in recognition of the likelihood of C experiencing losses.

19.3

C complained that SP provided poor service when they were trying to set up a new account. C decided to cancel within the cooling off period, but SP kept billing them and did not close the account. SP then applied an early termination fee. C complained but SP did not respond. C then complained to Otelo. SP provided no comment or case file for C's complaint and so there was no reason to doubt the explanation presented by C over the poor service.

The Ombudsman decided there had been poor customer service for C and required SP to cancel the termination fee; make an apology for the poor customer service; provide an additional goodwill payment; and provide a new invoice to illustrate the necessary action had been taken and any balance that remained.

19.4

C stated that a line was requested from SP that was delayed. SP acknowledged C's concerns and offered a resolution via the PICC process.

This case was resolved through assisted negotiation.

22.0 Internet Connection

22.1

C requested broadband service with SP. The SP was not able to supply the service but started to charge C nevertheless.

The Ombudsman required the SP to refund all broadband charges and close the account. It also required the SP to make a goodwill payment and written apology to C for the inconvenience caused.

24.0 Mis-selling

24.1

C had supply of Broadband with SP. C claimed that the SP had sold the Broadband on the basis that it was free, but the SP denied this. The C claimed to have evidence that the Broadband was sold as a free product. The C wrote several recorded delivery letters to SP, some of which were not responded to.

The Ombudsman did not consider that there was evidence to suggest that the SP had mis-sold the product to C. The Ombudsman required that the SP make a goodwill payment and written apology to C for its failure to respond to C's correspondence.

24.2

C advises that they were mis-sold a landline package. C also complains of unanswered letters. SP did not submit a case-file within the required timescales which meant its views cannot be considered in relation to this complaint.

The Ombudsman found after taking into consideration C's calling patterns they had been mis-sold a package. SP was required to waive the early termination fee C had been charged. It was also found that SP had not responded to C's letters. SP was required to apologise and award a gesture of goodwill in recognition of this.

24.3

C had a fault on C's telephone line and SP repaired the service but charged C as the fault was on C's equipment. C refused to pay as C said C had not been advised of charges. The C made a complaint to SP, but SP did not respond.

The Ombudsman was satisfied that C had been advised of charges and did not require SP to refund charges. It required that the SP make a goodwill payment and written apology to C for the failure to respond to C's complaint.

34.0 Service Transfer

34.1

C moved premises and requested to transfer telephone service and SP failed to facilitate the transfer. SP acknowledged C's difficulties and offered a goodwill gesture. The Ombudsman was disappointed with the reply from SP as it did not give a clear demonstrated what had happened in this case, other than a invalid line status prevented the transfer. The Ombudsman found that C had not been shown a reasonable level of care and had encountered delays in the transfer.

The Ombudsman required SP to contact C directly to facilitate the transfer as a matter of urgency, upon acceptance of the service transfer from C, to clear the connection charge as a goodwill gesture for the delays and poor level of service, and send a letter of apology for the service shortfalls highlighted in the provisional report.