

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 terminated the service with SP in July 2006 and received a bill from C in April 2007 (settled by Direct Debit) for charges for the line rental. C has contacted SP many times. C wrote to SP twice and received a response but did not receive a final bill. SP has taken six months to correct this issue. SP supplied no case file.

The Ombudsman requires SP to send a letter of apology, to refund the amount collected since the termination request (by cheque) and to make a goodwill payment.

2.0 Billing

2.1

C contacted SP to request a final bill, but this was not forthcoming. C complained to SP by telephone and in writing, but remained dissatisfied. C was also worried that SP may have placed adverse information on the credit file.

It was informally agreed after further investigation that SP was required to send C written confirmation that a final bill was produced, but cleared as a gesture of goodwill. The company was also required to provide C with a written assurance that there was no adverse information on C's credit file.

2.2

Domestic Customer - Refund of overcharging

The Service Provider took a higher Direct Debit payment than it should have and the complainant asked for a refund. Despite promises, the refund was not forthcoming so the complainant complained to the Ombudsman.

Before the investigation was completed the Service Provider resolved the complaint by providing the necessary refund and a goodwill gesture for the inconvenience caused to the complainant.

2.3

C contacted SP asking for three phones to be transferred onto different packages. C stated that SP had done this by transferring ownership to his wife. C's daughter [teenager] ran up large bills on one phone. C maintained that SP should have alerted C

about the high value. SP maintained that its systems allow it to review spend by account rather than individual accounts. C complained that SP should have advised about a more cost effective call package. SP maintains that it does not supply account management facilities. SP made a goodwill offer to C and C chose to reject it. C stated that paper bills were no longer received and SP maintained that C had chosen to manage the account on line and as a result would no longer receive a bill. SP agreed to halt collection activity whilst the complaint was investigated but collected direct debit from C.

The Ombudsman required C to investigate why an additional number was added to the account, to re-instate the goodwill payment, to send a written apology for failing to honour its' commitment to halt collection activity until the complaint was investigated and to offer a goodwill payment for the shortfall in customer service.

2.4

C's mother had an account with SP, but C's mother passed away. There was an outstanding balance on the account but, despite C's complaints, the SP did not refund C for the balance.

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

Billing – Missing Payment

2.5

C complained that the telephone line had been restricted despite payments being up to date. C also could not understand why a large debt had accumulated on the account. SP later provided an explanation and removed some of the charges leading to a resolution to the complaint.

2.6

C was billed for a service that had been taken over by another provider. SP chased C for payment, which was made to protect C's credit rating. C sent four letters of complaint but received no response.

The Ombudsman was of the opinion that C had received a shortfall in customer service and required SP to refund the payment, confirm that no adverse information has been passed to credit reference agencies as a result of the subject matter of this complaint, or, if it has, that it has been amended; send a letter of apology and make an additional payment as a goodwill gesture.

2.7

C received a larger than usual bill from SP and found that many of the call charges were due to international calls. C disputed ever making these calls but did confirm to SP that they were made by a guest staying at C's house. Despite this, C complained to SP that it should have notified C of the high call spend at an earlier stage in order to prevent any further calls from being made. C maintained that it was not there to police C's telephone usage.

As C had acknowledged, it was clear that the calls were legitimately made from C's line, albeit without C's knowledge or permission. However, in such case where there is a high call spend the Ombudsman looks to see if SP could have provided C with any prior warning of this. Again, it was clear that SP did eventually do this (when the bill was produced) but as no billing evidence was provided (despite specific requests to SP for this information) the investigation was unable to determine if SP was ever in a position to have notified C at an earlier stage. On this basis, it was proposed for SP to apply a goodwill credit to C's account which took into consideration both this and also the fact that the calls were legitimately made from C's line.

2.8

Due to C moving house C contacted SP to request service is stopped at present address and new service be provided at C's new address. SP did not take this action and C was without service and was billed for service at old address in error.

SP did not provide case file.

The Ombudsman required SP send C a written letter of apology, apply a goodwill credit and forward a statement of accounts to ensure C was not billed on the old account after date of move.

2.9

C was unhappy with unauthorised changes made to C's telephone account. C raised these issues with the SP who promised to rectify the changes. However, the changes were not carried out as agreed. The SP therefore offered to provide C with a goodwill payment, but this was not received.

The Ombudsman considered that a further goodwill payment was indicated in view of the fact that the agreed goodwill payment had not been made, meaning that C was caused further inconvenience.

2.10

C was unhappy that bills were continued to be issued by SP, despite C canceling a mobile phone contract following an upgrade. The SP did not provide a response to C's complaint.

The Ombudsman considered that SP should refund the charges as it appeared C had acted appropriately. The SP were also asked to provide an apology and goodwill payment.

2.11

C complained of many different issues to SP. SP failed to address many of them and sent confusing information and contradictory bills. It also provided poor technical assistance that meant C had to take additional time off work. C complained that the problems had gone on for many months and caused unnecessary inconvenience and stress. SP provided no case file or comment such that there was no reason to dispute the detailed complaint that C itemised over time. C reported that SP offered a goodwill payment but this was rejected as inadequate.

The Ombudsman considered there had been chronic poor customer service for C and required SP to improve its offer of a goodwill gesture and make an apology. It was also required to cancel any debt that had accrued on C's account and ensure their services were in full working order and if not, to provide any technical helpline assistance as necessary, without charge.

2.12

C says they transferred their service to SP but their bills increased. C then tried to cancel their contract. C sent letters to SP but never received a response. C would like to cancel without penalty.

Following the Ombudsman request for a case-file SP contacted C and apologised for the customer service shortfalls. SP offered to terminate C's account and ensure no further bills would be sent to C. The Ombudsman received confirmation from both parties that the complaint was resolved.

2.13

C was unhappy with internet charges to a mobile phone account. SP had not completed complaints process and therefore following contact from TOSL offered to waive the charges as a good will gesture.

2.14

Domestic Customer - Problems with Account

The complainant experienced a loss of service and the Service Provider applied a goodwill credit to the account. The complainant wanted a goodwill cheque refund but the Service Provider refused to provide one. The complainant then experienced problems with Direct Debit payments the Service Provider had taken from the

complainant's bank account as the Service Provider had failed to take the full amount of the balance owing. The complainant complained about this and offered to pay the remainder of the outstanding balance by cheque but the Service Provider refused. The complainant was also unhappy with delays in receiving billing which the complainant felt was not in accordance with the conditions of the Direct Debit arrangements. The complainant complained about this and although the Service Provider applied a goodwill credit to the account the complainant had concerns and felt that the problems over the late billing was being ignored so the complainant complained to the Ombudsman.

The Ombudsman noted that the Service Provider's Compensation Policy did not specify that any goodwill gestures the Service Provider made over and above any fixed rate compensation should be solely made by means of credit. The Ombudsman felt that the Service Provider should have considered meeting the goodwill refund by means of a cheque and commented that the reason this had not been done was due to the account being in debt.

The Ombudsman also noted that there had been at least four occasions when the complainant had received late billing from the Service Provider and had complained about it. The Ombudsman was satisfied that for whatever reason, the complainant had not received the billing in accordance with the conditions of the Direct Debit arrangements and therefore, if the complainant wanted to cancel the account the Service Provider should allow for this to be done without the complainant incurring any penalty.

The Ombudsman commented that there had been shortfalls in customer service in the manner in which the Service Provider had managed Direct Debit payment arrangements and had dealt with the complainant's complaints and concluded that in recognition of the inconvenience caused by these shortfalls, the Service provider should make a goodwill gesture to the complainant and send the complainant a letter of apology.

2.15

C received a bill from SP with charges that C did not understand. C queried the charge with SP and it failed to respond to several letters. C spoke to SP on the telephone and it failed to adequately explain the charge. C sent several more letters of complaint which SP did not respond to. SP suspended C's services and terminated the contract because of non-payment.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required SP to:

- Credit the termination charges C's final bill;
- credit the line rental charges for the period C's account was suspended;
- apply an additional credit to C's account; and
- Send C a letter of apology.

If C's final account was in credit SP was to send the balance as a cheque.

2.16

C received mobile phone bills from SP that were paid in full each month by Direct Debit. Instead of the bill showing a nil balance carried forward, the bills showed the previous bill total as being carried forward, thus incorrectly accumulating C's account. C contacted SP on several occasions but SP did not resolve the problem.

The Ombudsman directed that SP should refer the matter to its engineers to rectify the billing problem and keep C advised of progress. The Ombudsman directed that SP should also correct the accrued balance to show the correct nil balance. The Ombudsman further directed that SP should write a letter of apology for the shortfall in customer service and make a goodwill payment.

2.17

C signed up to an agreement with SP and had the account details set up incorrectly. SP did not respond to the Ombudsman or supply a case file for consideration. The Ombudsman found that SP had set the account details up incorrectly and not replied to C's contacts.

The Ombudsman required SP to make a goodwill gesture payment, by cheque, for the time spent, expenses incurred and goodwill, to ensure that C's accounts details are amended as a matter of urgency and send a letter of apology for the service shortfalls highlighted in the report.

3.0 Broadband

3.1

C claimed to be offered free broadband by SP. C called SP to order broadband and agreed to the service. However, free broadband was not available in C's area. There was no copy of the sales recording so SP could not confirm whether or not C had been offered free broadband. C complained and was initially told that the charge for broadband was only temporary. However, SP had no plans to provide free broadband in C's area in the near future. C wanted to cancel the service. SP maintained that C would be charged a termination fee. After the complaint was brought to the Ombudsman, SP advised it would cancel the cessation fee if C wished to seek another provider.

The Ombudsman could not determine whether or not C had been offered free broadband but considered C to have been given misleading advice. The Ombudsman required SP to maintain its offer crediting any cessation fee, apologise and apply a goodwill credit to C's account.

3.2

C signed up for SP's offer in April and was promised a broadband service in that month. SP processed the order and it failed as another tag appeared to be on the line. A second order was placed and this again failed [incorrect Migration Activation Code]. C wrote to SP's complaint department requesting it pay for his broadband service with another provider as it had been unable to install SP's. SP declined to do this and offered to refund C's call charges. In September, five months after the first order C received his broadband service. SP applied a goodwill credit to the account.

The Ombudsman requires SP to re-instate its' offer to refund cost of C's telephone calls; to make a small increase to the goodwill payment and to send a written letter of apology for the delay.

3.3

C complained that SP's engineers had told C that there was a problem at the exchange which was affecting his broadband connection speeds. SP's submission suggested that C was correct.

The Ombudsman required SP to carry out further investigation into the problems C was experiencing, paying particular attention to the exchange problems that were identified. SP was then required to write to C to confirm its conclusions.

3.4

C requested a broadband service from SP but despite attempts to provision this, SP was unable to do so for several months, leaving C without a service for that period. As a result, C requested cancellation of the service prior to its activation. However, despite C then transferring away, SP failed to close the account and continued to chase C for payment via a Debt Recovery Agency, despite also having confirmed to C in writing previously that also charges had been cleared. C complained to SP on several occasions but received no response.

It was clear to the investigation that C had received several shortfalls in customer service from SP throughout and that despite having confirmed to C that no charges were owed; it continued to chase C for payment. Therefore, it was proposed for SP to confirm in writing to C the full closure of the account without penalty and with a zero balance, provide C with a goodwill payment and apology, and also confirm in writing to C that C would receive no further demands for payment and that no information had been passed to C's credit file in this regard.

3.5

C complained to the SP about their broadband connection problems. Despite efforts to resolve this being made by both parties, C problems continued. C requested the contract cancellation on a number of occasions. The SP advised this would only be done with penalties incurred. C was unhappy with this and continued to dispute this stance.

In resolution the SP was required to send a letter of apology, cancel the broadband account without penalty. However, this was only to start from a reasonably set date. The SP was also required to provide a breakdown of the account.

3.6

C experienced technical problems with broadband and wanted a refund of service charges. The SP explained that C had only reported their issues a couple of times and had not allowed to carry out any diagnostics. C claimed to have experienced a poor level of customer service and complained about the charges they had incurred.

The Ombudsman considered that C had not given the SP a reasonable opportunity to investigate the connection issues. The Ombudsman considered the SP had provided a reasonable level of customer service. The Ombudsman did not require the SP to make a goodwill payment but did require it to provide C with a breakdown of their charges.

3.7

C entered into an agreement with SP for the provision of broadband. Following the activation date, C was unable to activate services or install the driver for the modem. C contacted SP technical support who could not help. C paid an independent engineer to resolve the problem who suggested the fault lay with the modem. C complained to SP that it knew about his modem compatibility and chose not to advise about it. C sought a refund of the engineer's fee and the cost of calls to the helpdesk.

The Ombudsman directed that SP should refund the cost of calls made to the helpdesk. The Ombudsman further directed that SP should offer three months free service to C as a goodwill gesture.

3.8

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

SP was required to refund all charges taken for the broadband service to C, by cheque, send a full re-calculation in writing setting out the refund to be made, SP should ensure that no penalty charges have been applied to C's account with regards to the cancellation of the broadband service, make a goodwill gesture payment, by cheque, confirm in writing that the broadband service has now been cancelled and send a letter of apology for the service shortfalls highlighted in the report.

5.0 Cancellation

5.1

C requested cancellation of SP's services and although this was actioned, a technical error had prevented the account from terminating properly. This resulted on C failing to receive a final bill and continue to receive further bills and demands for payment. C complained to this and although SP acknowledged the error, it failed to rectify it.

SP provided no case-file for investigation but from the evidence provided it was clear that an error had occurred as a result of SP's actions. It was clear that C had experienced a shortfall in customer service in relation to this and also SP's failure to resolve the matter, despite being made aware of it by C for several months. Therefore, it was proposed for SP to confirm the closure of the account with a zero balance, provided C with any remaining credit refund, a goodwill payment and apology, confirmation that C would receive no further demands for payment and also that no information had been passed to C's credit file in this regard.

5.2

C decided to switch broadband service providers. C's original SP failed to remove the marker from C's line and gave an invalid MAC number. C complained to SP for a prolonged period and was given contradictory advice and repeated resolution dates given which were not honoured. C wrote to SP on a number of occasions and did not receive a response. SP only resolved the issue after some considerable time. SP offered C a goodwill gesture which C declined.

The Ombudsman considered that the lengthy delays were unacceptable and the failure to reply to letters was a shortfall in customer service. The Ombudsman decided that SP should send a letter of apology to C and give increased goodwill gesture to reflect the time taken to resolve the complaint.

7.0 Credit Control

7.1

C disputed default on credit file with SP. C complained to Sp and sent letters of complaint but remained dissatisfied with SP's response. C said that payment had been made of final bill and there were sufficient funds in C's bank. SP said that as payment was not received then it correctly placed the default on C's credit file.

The Ombudsman was concerned that SP had failed to investigate why the payment failed; taking into account that C had sufficient funds. As it could not be determined who was at fault for the failed payment, and C had called to make payment in good faith, then SP was required to remove the default in this instance.

8.0 Customer Service

8.1

C had telephone calls, line rental and broadband with SP. C reported a fault with the line and transferred services to another provider. SP applied an early termination fee which C disputed. C wrote to complain and said SP had offered a three month trial during the sales call. SP maintained the charges. C complained to Otelco.

The Ombudsman considered that C had not provided reasonable opportunity to SP to repair the fault before transferring to another provider. SP provided a copy of the call recording and C was advised of a three week cancellation period. C had cancelled outside of this period and was therefore liable for the early termination charges. However SP had failed to respond to C's final letter and the Ombudsman required a goodwill credit in recognition of this shortfall.

8.2

Domestic Customer - Trespassing on Land to carry out work

The complainant complained that the Service Provider had trespassed on private property to carry out work without seeking permission or giving notice. The complainant claimed that the Service Provider's contractors had also left tools and equipment behind and had caused damage to parts of the property. The complainant wanted an apology, reimbursement of any costs incurred, and assurances concerning procedures for any future work which might be required. The Service Provider said that compensation for any costs had been paid but accepted that a formal apology should have been sent.

The Ombudsman accepted the Service Provider's assertions that the complainant had already accepted agreed compensation for any damage and costs, and that a goodwill payment had been made. However, the Ombudsman required the Service Provider to send a formal written apology for its failures of customer service and also providing assurances about the procedures which it would apply with regard to any further work it might need to do in the future.

11.0 Disconnection

11.1

C moved house and received a large bill from SP. C added that a poor reply was received from SP. SP accepted that the charge was incorrect and offered a refund. The

Ombudsman found that C should receive the refund and that C was also not shown a level of service normally expected.

The Ombudsman required SP to refund the disputed amount, by cheque, make a goodwill gesture credit to the account and send a letter of apology for the service shortfalls highlighted in the report.

11.2

C was a small taxi business and moved address. C requested caller divert on the previous telephone number. SP disconnected the service after 12 days. C did not discover this for over four months and then claimed financial loss. SP asked for further financial information in support of the claim. C stated it had been provided and complained to Otelo.

The Ombudsman considered that C had failed to provide any evidence of actual loss and was unable to agree to C's claim for compensation. However, the Ombudsman considered there had been a shortfall in customer service and a goodwill gesture was required.

11.3

C joined SP and was disconnected without explanation. SP acknowledged that C had been incorrectly terminated and made an offer by the PICC process.

This case was closed via the PICC process.

12.0 Disputed Charges

12.1

C had mobile handset stolen while abroad. C informed SP after a few days. C disputed call charges during these days. SP held C responsible for calls as per terms and conditions of service.

C set up new account with SP for upgrade. C did so before being made aware C was responsible for calls. C withheld payment and case was passed to a third party to recover payment.

The ombudsman required SP to consider offering a payment plan and remove early termination fee if C cancels new contract.

12.2

C complained as Sp charged a set up fee in error. C requested a cheque refund but failed to receive this. SP said it would off-set the credit against two months of payments but SP also failed to initiate this. C requested cancellation without penalty and compensation. SP admitted it had not sent C the refund and also failed to credit the account. SP had already re-issued the cheque to C and had offered a goodwill payment for the inconvenience caused.

The Ombudsman was concerned that SP failed on two occasions to refund C. This was viewed as unacceptable but the Ombudsman could find no justified reason why SP should cancel without penalty a service that was not at fault. SP was required to award an increased goodwill payment to C.

12.3

C attempted to call a relative whose phone line would not accept withheld and private numbers. C had previously dialled the prefix of 1470 to get connected. However, on this occasion, the prefix did not work. C called the operator to find out why. However, the operator just connected the call. The same thing happened again a week later. When C received the bill, it contained high call charges for the two calls made via the operator.

The Ombudsman directed that SP should write a letter of apology for the shortfall in customer service and credit the cost of calls made by way of goodwill gesture. The Ombudsman further directed that SP should advise why the prefix 1470 did not work and why the calls routed via the operator were so expensive.

12.4

C contacted SP to dispute several call charges that had been applied late to C's account. SP explained that the delay had been caused by a system error, but the call charges were correct. C complained in writing to SP and although SP rang C to explain the delay, no written response or explanation was sent.

The Ombudsman concluded that C was liable to pay SP for the disputed call charges. However, as there had been a delay in billing C and there was some evidence of a shortfall in customer service, a small goodwill credit was required. SP was also required to send C a letter of apology and offer C a payment plan, if required.

12.5

C complained that SP provided a broadband service that did not work properly. SP accepted this but showed that the contract was cancelled early without penalty that a refund was provided where the service had been overcharged and goodwill gestures had been given. Complaint was also made that SP had employed a debt collection agency and this was also accepted. SP showed that there was a debt outstanding and that no response had been made by C after numerous reminders had been received. SP's actions were considered appropriate.

The Ombudsman was of the opinion that a shortfall in customer service had occurred. The SP was required to make an additional goodwill and write a letter of apology

12.6

C entered into an agreement with SP on the understanding that calls would be free. However, when C received the first bill, it was noted that calls to mobiles were chargeable. C contacted SP which confirmed this. SP advised C that with a change to tariff, calls to mobile phones would be discounted. C agreed to this change but maintained that the discounts were not applied to call charges. C complained to SP that the broadband service had been lost. SP suggested a line fault but it was later diagnosed as a username and password fault. C complained that SP's customer service was poor as call backs were never made and no help was offered to try and resolve problems.

The Ombudsman directed that SP should write to C to confirm the account, tariff and bills are correct and refund any overpayments made. The Ombudsman directed that SP should write a letter of apology for the shortfall in customer service and failing to diagnose the broadband fault sooner. The Ombudsman further directed that SP should make a goodwill payment.

12.7

C disputed some international calls which were made from their landline. C is of the opinion there must have been a fault with their line. C complains of customer service shortfalls. C would like the cost of these calls credited to their account.

Following the Ombudsman request for a case-file SP contacted C and apologised for the customer service shortfalls. SP awarded C a gesture of goodwill. The Ombudsman received confirmation from both parties that the complaint was resolved.

12.8

Domestic Customer - Delay in provisioning broadband/disputed charges

The complainant requested broadband from SP on the understanding that it would be provisioned free of charge. However when the complainant further enquired about this the complainant was told that there would be a monthly charge for the service. The complainant complained to the Ombudsman about this and a delay in providing the service.

In responding to the complaint the Service Provider confirmed that the complainant had not and would not be charged for the service. It also provided an apology for the delay and offered a goodwill gesture for the inconvenience caused, which was acceptable to the complainant. The Ombudsman required the Service Provider to maintain the offer it had made

12.9

C disputed outstanding charges on what C believed were a closed account. C also stated that charges had been waived in accordance with the Ombudsman's final decision in C's original complaint.

Ombudsman found the remedy provided and implemented by SP did not include charges that related to an earlier failed Direct Debit. The charges applied were therefore valid. As C had already made payment no further action was required except that SP should ensure C's credit file be accurate and up to date.

12.10

C requested supply of line and broadband. Engineer failed to attend appointment. C complained to SP but got no response so cancelled the order. C was then billed for installation and despite repeated contacts with SP debt collection agency was involved.

When Ombudsman requested case file SP reviewed complaint and agreed to cancel bill, contact debt collection agency and pay a goodwill gesture.

12.11

C complained that C requested service from SP but this was never installed. C however received bills for a service not provided. Although SP assured C it would remove the charges for a non-existent service C continued to receive bills.

SP offered C a goodwill payment, assurance that the account charges had been removed and that C's credit file had not been affected.

12.12

C complained to SP about billing. C believed that charges had been raised for calls not made and C had incurred additional charges for tariffs and late payment.

After requesting the case file SP reviewed the complaint and agreed to credit some of the charges which C accepted.

12.13

C has been billed by SP for a service which C did not request. SP has advised that C ordered the service, and applied this to C's residential line. The service SP has applied to C's telephone line is for business customers only, but C has a residential line. C wants all charges removing, and a goodwill gesture. SP has offered to refund all charges for the service.

The Ombudsman has decided that the service was incorrectly applied to C's telephone line. The SP has been asked to refund all incorrect charges, make a goodwill gesture and offer an explanation and apology to C.

12.14

C transferred phone services to SP. C initially received bills that contained discrepancies. Subsequently, C had the phone restricted due a technical fault. C's phone was then barred due to late payment of a bill. C had requested bills in Braille and in a standard format. SP failed to do this which caused further problems. C also complained about paying payment processing fees.

The Ombudsman directed that SP should write a letter of apology for failing to advise C about the payment processing fees and to make a goodwill payment.

12.15

C received a debt recovery letter from SP and C believes a neighbour as used C's identity to obtain services. C contacted SP to discuss this and was advised that SP's fraud department would make contact and this has not happened. C wrote to SP's complaints department.

The Ombudsman requires SP to resolve the issues with the alleged debt and provide C with a plan of action timetable outlining how long this will take; keep the debt on hold until resolved provide a letter of apology for the shortfall in customer service and make a goodwill payment.

12.16

C complained that SP had charged C for calls from C's landline to C's mobile phone which C had not made. SP maintained that the charges were accurate.

The Ombudsman was satisfied that the calls had been made and therefore SP was entitled to expect C to pay for them. However, several instances of poor customer service were identified and therefore SP was required to make a payment to C as a goodwill gesture.

12.17

The Complainant received a bill which contained reverse charged calls. The complainant disputed the charges with the Service provider however it upheld the charges. The complainant stated that the advice given at the time of the calls was lower than the amount shown on the bill. The investigation showed that the Service Provider had not given this information and was only charging for the calls as a result of information provided by another service provider. The Complainant had written to the Service

Provider but the letters were not responded to in an appropriate manner. The Ombudsman required the Service Provider to send a letter of apology to the Complainant and award a gesture of goodwill. The Complainant remained responsible for the cost of the calls.

12.18

C contacted SP to instate a line in a property C planned to move into. SP informed C that a connection fee would be payable as there was no line in property. C disputed this as C knew the existing tenant. SP's engineer visited and confirmed that property had a line. C tried many times to contact SP by phone but was unsuccessful. C put the complaint in writing and SP failed to respond. SP submitted no case file.

The Ombudsman requires SP to credit the account with cost of the connection fee; send a letter of apology and make a goodwill payment.

12.19

C moved from dial up internet service with one SP to broadband with another SP. The first SP continued to charge in advance for dial up even though C had cancelled. The SP failed to respond when C called and also wrote.

The SP failed to supply a case file to the Ombudsman. The Ombudsman decided that C had suffered a shortfall in customer service from the SP and requested the SP to forward a goodwill payment to C. The SP also had to cancel the account and outstanding charges and confirm that C's credit rating had not been affected.

12.20

C agreed to a telephone and broadband package with SP, but the company failed to provide all the services within a reasonable timescale. C cancelled the account, but SP continued to bill C and the account went to a debt collection agency, even though C had complained.

It was informally agreed that SP would recall the account from the debt collection agency; clear any adverse information entered onto C's credit file and clear the account balance to zero and ensure that it is fully disconnected. SP was also required to send C a goodwill payment and a letter of apology for any stress and inconvenience caused and for any shortfall in customer service.

12.21

C contacted the SP to advise that they were going to transfer their services and to see if they would incur a termination fee. C was advised that they would not incur a penalty fee. C transferred her services and incurred an early termination fee. C made several

complaints to the SP. C experienced a poor level of customer service. The SP agreed to clear the account charges.

The Ombudsman was of the opinion that C had been given incorrect information by the SP. However, the Ombudsman welcomed the SP's offer to credit the account balance and it was required to confirm this in writing. The Ombudsman considered that a shortfall in customer service had occurred. The SP was required to make a goodwill payment and write a letter of apology.

12.22

C complained about the SP applying a credit to their mobile account in error. This resulted in C making calls they believed would be covered by the credit. When the SP rectified the error, a large outstanding balance was created. C complained about being able to keep up with the payments required by the SP. C's account was then cancelled by the SP and an early termination fee applied.

It was concluded that the SP should accept responsibility for the problems this had caused C.

It was therefore required to send a letter of apology, cancel the account and full outstanding balance as a gesture of goodwill, and ensure any adverse credit information was removed.

12.23

C lost their mobile phone and called SP to request a new one under his insurance policy. However, C called outside the terms of the policy and was refused. C then cancelled their contract. SP then sent C a bill for early termination of their contract. C refused to pay.

The Ombudsman found that if C was not happy with the insurance company C should have complained to the Financial Services Ombudsman. The Ombudsman also discovered that C had been in contracts on a rolling basis with SP for three years and was aware that they were terminating early. SP was required to take no action other than to offer C a payment plan.

12.24

SP provided a telephone service to C, a company. C moved premises and ended the supply. SP sent a final bill showing early termination charges for a period of four years, the remainder of a five year contract. C stated that it was unaware of the five year term and stated that it had not contracted for this length of time. SP said that C was aware of the contracted terms as a bill had been sent and use of the service implied agreement. SP maintained the charges.

SP. did not provide the Ombudsman with a contract and concluded that C had never received the contract and use of the service only implied consent to reasonable terms. It was not considered reasonable to have a five year term. As C was a company it would have been aware that the provision of a service would mean that a contract applied. Therefore the Ombudsman considered that a minimum term of 18 months was appropriate and so SP was to recalculate the early termination fees for the reduced term.

12.25

The complainant received a reminder letter from the SP for an overdue amount shown on the account. The complainant had not received any bill in relation to this overdue amount and questioned the matter with the SP. However, despite sending three letters the SP did not provide the complainant with the query the complainant had raised and it went on to disconnect the service and apply an early cancellation fee. The complainant made a complaint to the Ombudsman.

The Ombudsman was satisfied that the problems emanated from the SP failing to provide the complainant with an answer to a simple account query. The Ombudsman directed the SP to provide the complainant with the information requested. The Ombudsman felt that it was appropriate for the SP to reconnect the complainant's line free of charge and to withdraw the early cancellation fee applied to the account, and the Ombudsman directed that this be done.

The Ombudsman commented that there had been shortfalls in customer service arising from the failure of the SP to respond to letters the complainant had sent and in recognition of the inconvenience caused by this, the Ombudsman directed the SP to make a goodwill gesture to the complainant.

12.26

C disputed calls to Gambia with SP and said that the costs were four times more than when C was on the previous call plan. C complained to SP and sent letters but received no response or resolution. SP said C had been changed to a new call plan in 2004. In 2006 C queried the cost of calls to Gambia but did not dispute them. In 2007 C then called SP to dispute the call costs. SP said that all international calls are charged at the same rate no matter which call plan the customer is on.

The Ombudsman reviewed the case details and said that there was no evidence of overcharging as all international calls were charged the same. The Ombudsman noted however that call costs have risen in the last eight years. The Ombudsman noted that SP failed to call C back and also failed to respond to a letter received. This was viewed as a shortfall in customer service. In recognition of this service shortfall, the Ombudsman required SP to award a nominal goodwill payment and send a letter of apology.

12.27

C cancelled all services with SP and also the Direct Debt (DD) payments. SP issued final bills, but C did not make any payments as the amount was disputed. C wrote several letters to SP and did receive adequate replies.

The Ombudsman concluded that C had been charged correctly by SP, but a small goodwill credit was required for some overpayments made by C, for a service that C had failed to cancel earlier. SP was also required to send C a final bill for payment.

12.28

Domestic Customer - Disputed Early Termination Fee.

The complainant transferred line to a Service Provider and disputed the termination fee charged by the previous Service Provider. The Service Provider said that the complainant had agreed to a 12 month contract and this was clearly highlighted to the complainant who was sent written confirmation. However, the complainant cancelled the service within the minimum term so the Service Provider levied an early termination fee.

The Ombudsman was satisfied that the complainant had entered into a minimum term contract and had cancelled the service within term, and hence the complainant was responsible for the early termination fee. The Ombudsman concluded that the Service Provider did not have to take any further action.

13.0 Equipment

13.1

C brought a phone from SP but it developed a fault. The phone was within its guarantee period so C called SP and requested packaging so that it may be returned. C has never received this packaging. C also complains of unanswered letters. SP did not submit a case-file within the required timescales which meant its views could not be considered in relation to this complaint.

The Ombudsman found the delay in sending C the requested return packaging to be a shortfall in the service they had experienced. SP was required to send this packaging and refund C the price of the phone; C had provided evidence of proof of purchase. The failure to respond to C's letters was also considered a shortfall in service. SP was required to apologise and award a gesture of goodwill in recognition of this.

14.0 Faults (Equipment)

14.1

C complained that a mobile phone could not be used at C's home. This was considered a fundamental necessity for the contract to be fulfilled. SP argued that this was caused by a fault that would last only for a limited period of time and that it was therefore a service limitation. The period quoted was considered too long as to be reasonable and therefore the fee free cancellation of the contract was required.

SP was required to provide C with a pre-paid envelope for him to return his handset to 3 in (this was also to be addressed) and upon receipt of the handset SP was to cancel the account, without any penalty being applied to the account.

14.2

SP provided a mobile telephone service to C and offered an upgrade and new handset. C experienced difficulties with the handset and was advised to visit a store for an exchange. The handset was exchanged but it was discovered that the account had been incorrectly set up. C later discovered that high charges had been incurred as the new tariff could not be applied immediately but some days later. C failed to receive a bill on the account and when chased was presented with a high bill. SP agreed to place credits on the account and remove a bar. C complained that these were not applied. The matter was disputed internally between the direct sales team and the store as to who should apply the credits. C then cancelled the contract and SP stated that there had been credits applied, termination fees waived and the remaining balance was the responsibility of C. C complained that SP had commenced debt recovery action.

The Ombudsman decided that there had been initial errors that then caused delays following the exchange of handset and new account opening. C was presented with a high bill and the call and text charges on this should be cleared. C was to pay the line rental in accordance with the tariff agreed initially. SP had delayed matters due to the internal discussions and C had received varying levels of customer service. SP was to allow termination and remove all fees associated with this and any late payment charges. It was to apply a goodwill credit and one month's line rental. It was to make a written apology and ensure C's credit rating was not affected. C was to remain responsible for any call and text charges following implementation of the new tariff.

15.0 Faults (Line)

15.1

C [business] reported loss of service to SP and it took one month to re-instate service. C requested compensation for loss of business profits, SP declined stating that the package did not offer this facility. C employed an engineer [at request] of SP. SP investigated the complaint and issued a deadlock letter.

The Ombudsman requires SP to contribute 50% to the external engineers cost.

15.2

C complained to the SP after it failed to provide a working telephone line and broadband service. Numerous complaints were made in writing and by telephone. The letters failed to receive a response and incorrect advice was provided during telephone conversations. The SP admitted poor customer service was provided, but explained that problems had arisen from systems errors and a CPS order needing to be reprovision.

It was concluded that C had experienced avoidable delays because of poor customer service and the SP's errors. This had also resulted in avoidable expenses being incurred by C.

In resolution the SP was required to send a letter of apology, ensure all telephone and broadband charges were cancelled to the date of activation, provide a refund of C mobile expenses, and make a further goodwill credit.

15.3

C reported a fault on C's telephone line to SP. C complained that it took SP an excessive amount of time to resolve the problem. SP explained that it was because of the rural location of the fault, which meant that SP had to obtain permission to access land to carry out the repair. C also complained about some customer service problems C had experienced.

The Ombudsman accepted that there was a valid reason for the delay in SP resolving C's problem. SP was required to refund the payments C had made for the services SP supplied during the period of the fault, as per SP's Terms and Conditions. SP was also required to make a further payment to C as a goodwill gesture to recognise the poor customer service identified.

15.4

C experienced broadband and landline problems. SP investigated but could not identify the fault and C's service remained limited. SP also did not initiate call backs as promised

The Ombudsman considered there had been a shortfall in customer service. SP had not identified the fault in a timely manner and also had not responded to C's concerns. SP was required to make a goodwill payment and send a letter of apology.

15.5

C had a fault with the telephone line so they contacted SP several times but the problem was unresolved so SP sent out several engineers and the problem was resolved. C says they were told there would be no charge for the call out fee. C received a large bill and was told by SP it would remove some of the engineering costs but C would be liable

for the rest. C disagreed with this. SP resolved the complaint by issuing a letter of apology and refunding the total engineering costs.

15.6

C says that their landline and broadband service are not working and have not been for some months. C would like the faults rectified and compensation for calling costs incurred. SP advises the faults have been rectified and C received compensation some months earlier in recognition of this fact.

The Ombudsman found it was unclear whether C's landline and broadband services were now operational. SP was required to provide a single point of contact who C could liaise with should their services still be faulty in order for this to be rectified. There was no evidence that C had incurred any calling costs. The goodwill gesture SP had already awarded was considered sufficient in addressing any service shortfalls prior to the date it was awarded. However, C had experienced further faults with their service for another three months. SP was required to refund line rental for this period. In, addition it was found there had been a delay in sending an engineer out to establish the cause of the fault. This was considered a shortfall in service. SP was required to apologise and award a gesture of goodwill in recognition of this.

15.7

C found that the landline service was not working correctly. C contacted SP and an appointment was made to look at the fault. It was confirmed that the cable would need to be replaced and that work would need to be carried out on the telegraph pole. This delayed the repair as it was necessary to contact the local council to seek authorisation for this work. During this time C contacted SP asking for updated. It was eventually agreed that C's calls would be diverted to a mobile free of charge. C also wrote to SP advising that the broadband service was not working. The fault was finally repaired some time later and a refund was provided to C also containing compensation for the problems experienced. C continued to complain as C felt that a charge had been made for the calls diverted to the mobile. C also asked for the broadband charges to be refunded. SP advised that it had not record of C advising it that the broadband was not working.

The Ombudsman concluded that SP was aware that the broadband was not working correctly and that C had experienced a shortfall in customer service. The Ombudsman required SP to issue an apology, agree to refund the diversion costs if C could provide evidence, refund part of the broadband costs and to offer a further goodwill payment to reflect the shortfall in customer service.

17.0 Fraud

17.1

C complained that someone set up a mobile account with SP using C's details fraudulently. C contacted SP to dispute the account but received no assistance or resolution.

SP contacted C, upon receipt of case file request from the Ombudsman. SP contacted C and confirmed that the fraudulent account had been closed, all charges removed and C's credit file had not been affected.

17.2

C attempted to cancel her contract with SP. SP advised C had entered into a new agreement shortly prior to her cancellation request. C disputed this and claimed they had been the victim of fraud. SP maintained that it believed C had upgraded the account. C wrote to SP and it failed to respond to the letter. C also claimed that SP did agree to cancel the agreement at one stage but later claimed to have no record of the conversation.

The Ombudsman was of the opinion that C had been the victim of fraud and SP had, at one stage, agreed to cancel the agreement without penalty. The Ombudsman required SP to cancel the agreement without penalty and recommend that SP attempted to keep better call records in future.

19.0 Installation

19.1

C asked SP to start service in C's new home. C waited eight weeks for SP to send an engineer and set up the line. C believes SP put a new line in the old property instead and started to bill C for it. SP took the payment via an existing Direct Debit. C stated no bills were received for new address but SP took a quarterly payment. C wrote to SP four times and received no response.

The Ombudsman required SP to refund the amount paid by C for incorrect installation of the line at the old property; make a goodwill payment and send a copy of the appropriate bills to C.

19.2

SP did not provide C's broadband and digital TV service, as promised. It was concluded that the SP had not responded to C's reported faults and that it was unreasonable for it to expect full repayment in such circumstances. C was advised that the Ombudsman

had no jurisdiction over the television service charges. However, it was recommended that the report was reviewed by SP and a reasonable decision made.

In resolution the SP was required to send a letter apology, cancel all broadband charges, cancel any penalty charges applied for the telephone service, provide a full written breakdown of the account, and provide an amended bill.

C remained responsible for the telephone calls made and any line rental until the date of termination. It was recommended that SP reviewed the charges in respect of the digital television service.

19.3

C contacted SP to order a telephone line installation. However, the order kept being cancelled in error and C complained to the company about the delay.

It was informally agreed that SP would install the telephone line for C free of charge for the delay and for all the stress and inconvenience caused. The company was also to send C a letter of apology and ensure that any payments taken in error were refunded.

19.4

C requested a line and made an appointment. The appointment was not kept by SP and a line was not installed at C's property. SP then billed C for the installation and charge line rental. C complained over a long period and SP continued to send bills even though C had no line. C escalated the complaint and SP waived all charges and closed the account. C remained unhappy and could not resolve the complaint. The Ombudsman investigated and found shortfalls in customer service and awarded a further gesture of goodwill.

19.5

C made an enquiry to SP for phone service. SP arranged an engineer visit to check equipment. C received a letter confirming C's order. C contacted SP to cancel engineer's visit and phone line. Prior to the engineer's visit SP connected C's telephone line and ported C's telephone number. Despite numerous calls and letters to SP, C was not provided with an explanation of why this had been done. This caused C problems in using the old telephone number, and to make matters worse C received bills from SP.

After reviewing the case the Ombudsman decided that SP had made an error in porting C's telephone number and connecting C's line. The Ombudsman also noted that SP had failed to communicate with C and had not responded to correspondence.

The Ombudsman instructed SP to provide C with an explanation of events and send a letter of apology. SP was also instructed to award a goodwill gesture to C and confirm that C does not owe SP any payment.

19.6

C requested a telephone line to be installed but there was a long delay before this was completed. C requested compensation. The SP made C an offer but C declined this. C experienced a poor level of customer service.

The Ombudsman was concerned with the delays C had experienced. The Ombudsman noted the goodwill offer the SP made but took into consideration the delays C experienced and the shortfall in customer service and required the SP to increase its offer. The Sp was also required to refund mobile phone calls made to it and write a letter of apology.

19.7

C asked for telephone lines to be installed at new business premises using the existing lines. C was charged a full installation fee and complained. SP disputed the charges for installation but the charges were maintained. C refused to pay and SP placed the amount on hold. C complained to Otelo.

The Ombudsman considered that SP had done everything it could to dispute the installation charges on behalf of C but the charges had been maintained. The Ombudsman considered that SP was required to make this payment and was entitled to recover the amount from C. The Ombudsman did not require SP to take any further action.

19.8

The complainant complained to the Service Provider about speed of connection and the Service Provider investigated. The Service Provider identified that the distance from the property to the exchange affected the speed of the line and the Service Provider had no plans to upgrade the cable. The Service Provider offered to cancel the complainant's contract without penalty but the complainant declined this and complained to the Ombudsman.

The Ombudsman recognised the problems faced about connection and commented that the complainant had been inconvenienced by being promised the service which the Service Provider was unable to provide. The Ombudsman directed the Service Provider to make a goodwill gesture to the complainant in recognition of the inconvenience caused; in addition to allowing early cancellation should the complainant require this.

22.0 Internet Connection

22.1

C requested telephone and broadband service with SP and a date was agreed. The SP was unable to supply the broadband. The C cancelled all service but the broadband remained active and SP did not respond to C's requests for a MAC code to migrate supply.

The Ombudsman required that the SP cancel the broadband service and supply a MAC to C. 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 responded to an advert for telephone services from SP through a third party. On receipt of the written details, C cancelled within the cooling off period as the terms were not the same as those advertised. SP did not process the cancellation and transferred C's telephone service. C transferred away and complained to SP. SP required payment for the minimum term. C wrote to complain. SP referred the account to a debt collection agency and maintained the charges. C complained to Otelo.

SP agreed that C had cancelled within the cooling off period and had now cleared the balance. The Ombudsman was concerned at the repeated shortfalls in customer service and required SP to provide a goodwill payment in recognition of the shortfall in customer service. The Ombudsman also recommended that SP reviewed its internal policies and training needs.

24.2

C complained that SP had sent mobile SIM cards which were not wanted and had never been used. C had transferred line rental and calls services to another provider after SP had refused to allow cancellation of the mobile packages. C had paid an amount sought through a Debt Collection Agency but then refused to make any further payments. SP had cancelled the contracts and applied the appropriate early termination fee and again asked a collection agency to collect the outstanding amount when C had refused to pay. C wanted SP to refund the money paid, cancellation of any further charges claimed, a letter of explanation and apology and compensation.

The Ombudsman decided that SP had not provided any evidence that a contract had been agreed to and therefore C was not prepared for receipt of any welcome pack or terms and conditions. This meant that C had no opportunity to cancel. The Ombudsman required SP to cancel the charges raised, apologise and award a small goodwill gesture.

28.0 Payments

28.1

C complained that SP chased payment and threatened disconnection, citing an overdue bill. When C examined their bill they could see payment had been made within the period allowed and that the threat of disconnection was unwarranted. C also complained that SP delayed in replying to their correspondence. As SP provided no case file, there was no reason to doubt the explanation presented by C.

The Ombudsman decided there had been poor customer service for C. SP was required to make a goodwill payment in recognition of the inconvenience and to consider allowing the customers who do not pay by Direct Debit more time before the process of reminders and extra fees is started.

32.0 Refunds

32.1

C contacted SP to request a refund, but after a long period of time this was not forthcoming. C complained to SP in writing, but remained dissatisfied.

It was informally agreed that SP would provide C with the required refund and also apply an additional amount for the delay and for any poor customer service.

34.0 Service Transfer

34.1

C was unhappy with the delay in the account being cancelled, despite contacting SP on numerous occasions and also using another provider for a telephone line. Although C's account has now been cancelled, C was unhappy with the service provided by SP

The Ombudsman considered that SP should provide C with an apology and goodwill payment in recognition of the shortfalls in customer service due to the delay and lack of response provided to C.

34.2

C informed SP of an intention to change SP. C then decided against the switch. C then switched SP. SP was not informed of this due to a system error. C contacted SP to obtain a final bill and a refund. SP closed the account but did not produce a final bill.

The Ombudsman directed that SP should refund prepare a final account and send a refund to C as a priority. The Ombudsman further directed that SP should write a letter of apology and make a goodwill gesture.

34.3

C had telephone service with SP and moved home. C requested the transfer of C's old number to new address. The SP agreed to this but, despite many promises, C was left with old number.

The Ombudsman required that the SP make a goodwill payment and apology to C and to transfer C's old number to the new address.

34.4

C was unhappy that the broadband service was taken over without C's authorisation and various problems were encountered with the telephone line occurred when the line was transferred. The SP acknowledged the problems experienced and offered an apology and goodwill payment.

The Ombudsman considered that in view of the circumstances the goodwill payment offered by the SP was appropriate. However, the SP was asked to review its complaint handling procedures and Data Protection rules.