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1.0 Auto Diallers

1.1

C experienced a number of problems with T's service. T stated that it dealt with all the issues properly. Whilst the Ombudsman appreciated that there had been a shortfall in customer service levels she considered that T had addressed C's complaint properly, apologised and offered compensation where necessary. The Ombudsman couldn't see any reason why C should be awarded the higher compensation requested as the merits of the case didn't justify this. The Ombudsman considered there needed to be clearer clarification what T had offered as a proposal. Taking into account the goodwill gesture already applied to C's account the Ombudsman felt T's offer of a further goodwill was fair and reasonable. She recommended C to accept this offer as a final settlement to conclude the matter.

1.2

C received a bill with unrecognised calls to a rogue dialler. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault.

The Ombudsman considered SP had acted appropriately and that C had a responsibility to ensure adequate security software was installed to prevent such problems. No further action was required from SP.

1.3

C disputed calls on the bill. When C contacted T it failed to address the complaint to C's satisfaction. The Ombudsman found that T had acted correctly and dealt with the complaint within the required timescale. On the balance of probabilities the Ombudsman found that the calls were made from C's telephone line via the computer to access the internet. She urged C to think carefully about the period when these calls were made as there was a possibility that these calls may have been made by a member in C's family or a friend at C's business premises. The Ombudsman required no further action from T and expected C to pay for the calls.

1.4

C complained to T about disputed call charges that had appeared on a bill. C states that the calls had not been made, but T confirmed that equipment within C's property had made the calls. C complained that T had failed to alert C about the unusual increase in the bills, but T claimed that the increase was insufficient to raise any concerns. C complained to T, but the disputed charges were maintained.

The Ombudsman concluded that C was liable for the disputed charges, as the calls were generated by C's equipment. The Ombudsman recommended that C seek expert advice on the security software available to avoid any further problems in the future.

The Ombudsman concluded that T was not required to take any further action in this case.

1.5

C received call charges for international calls generated by a rogue dialler. These were challenged but as any equipment attached to telephony equipment is seen as the responsibility of the customer the charges were viewed as being C's responsibility also.

Whilst this matter was being disputed T had been slow to respond to written enquiries and this was accepted by T. The Ombudsman viewed this as poor customer service and required T to provide an apology and a small goodwill gesture.

2.0 Billing

2.1

C received bills from SP for another customer. C called SP to advise and was told on numerous occasions that the address details had been amended. C continued to receive bills from SP. C sent a letter of complaint but the response did not address C's issues and implied the problem was with the post office. C called SP to dispute this and was again assured that the problem had been rectified. C continued to receive bills from SP for another customer. SP did not provide a case file so its views were not taken into account.

The Ombudsman said that C had received inadequate responses from SP. SP to investigate problem with bills and manually check the bills before they are sent out to the real C. SP to send C a letter of apology, confirmation that C will not receive any further bills and a nominal goodwill payment.

2.2

The Ombudsman considers SP failed to provide an adequate level of customer service in its handling of this case. SP failed to bill C on the tariff to which C agreed and then despite C seeking resolution to the issues the complaint became protracted. The Ombudsman welcomes SP's offer to recalculate all its bills to show half price line rental for the first six months and to apply a goodwill credit to the account.

The Ombudsman directs SP to cancel the services and clear the balance, or provide a refund by cheque. The Ombudsman direct SP to issue a formal letter of apology including an assurance that C's credit history has not been adversely affected by its actions.

3.0 Broadband

3.1

The Ombudsman concludes there has been a shortfall of customer service at times on this case. The Ombudsman accepts that SP cannot guarantee the activation date due to circumstances beyond its control; however the Ombudsman considers SP could have demonstrated a better level of customer service and communications with C.

It seems the broadband connection issue remained unresolved partly due to the failure to identify the cause of the problem. The Ombudsman accepts C was invited to contact the Technical Team to resolve the outstanding issues however the case became protracted. The Ombudsman welcomes SP's offer to cancel the service without penalty but considers its delay in completing this action a demonstration of poor customer service.

In recognition of the customer service issues raised on this case the Ombudsman directs SP to make a goodwill payment. The Ombudsman requires SP to issue a formal letter of apology and an assurance that the broadband service is now terminated.

3.2

C experienced problems with broadband supplied by T. initially a credit was agreed but this was later refused as it was found that the problem came from a virus on C's computer. As a goodwill gesture T did later provide a reasonable credit. C continued to complain and refused to make payment on the account, even after agreeing a payment plan with T.

The Ombudsman found that T had acted reasonably and could see no reason why the account should not be paid.

3.3

C contacted T as difficulties were experienced with the installation of the broadband service. C also raised further issues relating to disputed billing, over payments, poor customer service. T did not respond to the Ombudsman.

The Ombudsman concluded that C has received a shortfall in service and customer service from T.

The Ombudsman was disappointed that T has failed to provide a case file to help her consider the facts of the case. On the balance of evidence provided, the Ombudsman believes that C has not been able to receive a consistent broadband service and has been charged for this service and incurred further charges also – in light of not being able to receive a broadband service. T was required to address this as a matter of urgency by sending C a full and clear breakdown of the account identifying any refunds or credits applied. C has also provided evidence of the stated correspondence that has

not been responded to by T. The Ombudsman does not consider it unreasonable for C to receive a written response to the sent correspondence and this is a clear customer service shortfall over a prolonged period. The Ombudsman notes C's request for an individual apology from stated T's staff, however she does not find this request feasible or appropriate in the circumstances and would never warrant such a request.

Overall, the Ombudsman does not believe that T has taken ownership of C's issues or done enough to resolve them.

Therefore, T was required to refund all charges taken for the broadband service up to 21 March 2005; T should send C a full and clear breakdown of the account showing any credits or refunds applied and refund any overcharges were applicable, offer a goodwill gesture payment by cheque, for the overall poor experiences to date along with a full apology

3.4

C experienced problems with the installation of the broadband service and returned the equipment to T. C insisted that a 14 day cooling off form was completed and returned with the equipment. C added that a poor level of customer service was received upon complaining to T. T acknowledged C's returned equipment but advised that it does not provide its customers with a cooling off form. T stated that only one letter was received from C and that was responded to.

The Ombudsman did not believe that C's request for cancellation of the contract is warranted as usage has been made of the telephony service. However, it is clear that C experienced problems installing her broadband and could not use this service. The Ombudsman pointed out that the onus is on C, as a customer, to contact T if having difficulties with the installation process, to enable it to respond. However, she recognised that C had believed the contract cancelled upon returning the modem.

The Ombudsman could not find any customer service shortfalls.

Therefore, the Ombudsman believed to bring this issue to a close that T as a goodwill gesture offer to clear the remaining broadband balance, however C is accountable for the telephony charges remaining. T should additionally contact C to ensure the full activation of the broadband service as a matter of urgency.

3.5

C contacted T as technical difficulties were received with the broadband service. C maintained that although T had settled the financial element of the complaint no full written response was given. T stated that it had acted appropriately in this case and offered a financial settlement which C had initially accepted.

The Ombudsman considered that although C has experienced a shortfall in service and customer service, T has responded accordingly by offering a financial settlement, and a written apology.

The Ombudsman believed that the crux of Cs' raised issue is the written response received by T as C feels it does not address the complaint in full.

Therefore, T is required to send C an explanation, in writing, regarding the technical difficulties received with the broadband service

3.6

C contacted T to cancel all the services. However, T failed to remove a marker from C's line and although C was assured by T that this would be done, T continually failed to complete the process. C requested that T remove the marker and provide a letter of apology for the delay. T confirmed that there had been problems with the process and confirmed that it would complete the process within a week. T also offered a goodwill credit for the delay and a letter of apology.

The Ombudsman concluded that T should provide a goodwill payment to C by cheque and a letter of apology. T was also required to provide written confirmation that the marker had been removed from the line to enable C to contact a new internet service provider.

3.7

C complained that there was a delay in them receiving a modem from T. T reordered the modem and applied a credit to C's account. C complained that they could not connect to T's web page and T provided C with a solution to this but C refused T's offer. C requested to cancel their account and T agreed to cancel the account without penalty. C claimed to experience a poor level of customer service.

The Ombudsman was satisfied with the actions taken by T and she found its offer to be generous. The Ombudsman did not require any further action to be taken by T.

3.8

C requested a service from SP but experienced delays of several months before provision was completed. SP investigated and found there was a technical issue preventing services; it offered a goodwill gesture which was refused by C.

The Ombudsman considered the actions taken by SP were reasonable and required it to apologise for the delay and complete the offers previously made.

3.9

C had BB upgraded to 2MB but started to have a problem with the BB speed. C complained to SP who raised a fault. SP then advised the problem was due to

contention ratio. C cancelled the service and went to another provider. C then received a bill charging for rental until the end of the 12 month contract term.

The Ombudsman said that the problem was due to contention ratio but as this is a commercial decision taken by SP she could not comment or get involved any further. The Ombudsman however viewed the speed provided as poor customer service and requested that SP refund C with rental charged after disconnection.

5.0 Cancellation

5.1

C cancelled account with SP. SP cancelled the account late and failed to respond to C's letters and emails. SP advised the Ombudsman that it acknowledged that it had provided poor service and offered C its apologies. The Ombudsman required SP to provide C an apology and make a goodwill payment. The Ombudsman also recommended that SP address its future customer's complaints and queries within a suitable timeframe and where appropriate address these in writing.

5.2

The Ombudsman concludes C signed a valid minimum term contract authorising SP to transfer the services to its provision. C also signed a DD mandate. Whilst C claims to have cancelled the order; based on the information made available, there is no evidence to prove either way if the call was made. It is on this basis that the Ombudsman directs SP to waive 25% of the early termination fee and to maintain the outstanding balance on the account.

5.3

SP had provided C with telephone and broadband services. C telephoned to cancel and an agreed date was made for the cancellation. C then cancelled the direct debit payment facility but continued to receive bills. C telephoned SP on a number of occasions to enquire about the charges. SP stated that the broadband account had been cancelled at C's request but not the telephone service and this had continued to be used. Due to the failure to make the payments SP instructed a debt recovery agent to pursue the payments.

The Ombudsman considered that SP had failed to act upon C's request to cancel all the services following a telephone call in which notification had been given by reference to cancellation of the services. It had failed to address this again after a further telephone call after the date of cancellation for the broadband was affected, and for this reason SP was responsible for 50% of the outstanding charges. C was to be responsible for payment of the other 50% as any charges for call costs incurred with another provider would have been paid. SP was to make an apology for the failure to cancel the service

and respond to the two telephone calls in which the intention was made known and ensure that C's credit file had not been adversely marked by the incident.

5.4

C requested services from SP but found that following a request for a termination fee no saving would be gained. SP offered to waive the termination fee but failed to complete the refund after it was taken by Direct Debit. SP also stated C was in an agreement with a verbally binding contract.

The Ombudsman concluded the verbal agreement was not adequately explained and was not binding. However, there was a set of Terms and Conditions which C had a responsibility for. The Ombudsman required the first termination fee to be cancelled and the minimum amount as stipulated in the written conditions should apply. She also required an apology from SP.

5.5

C was moving house and therefore requested cancellation of SP's service as it could not be provided as C's new address. C paid a final bill and also confirmed C's cancellation request in writing to SP. However seven months later C received a bill from SP for an outstanding amount on the account. C complained to SP and was advised the matter would be sorted however C continued to receive more demands for payment. C complained in writing to SP many times and it eventually responded to advise C had been contacting the incorrect department and that the outstanding balance remained. SP did not provide any evidence to the Ombudsman for investigation but did accept there were process issues in this case that would be reviewed. The Ombudsman found that on the balance of the evidence provided, C did request cancellation correctly and that it was for SP to advise C if C had contacted the incorrect department. It was also found that C had received a shortfall in customer service throughout the complaint. Therefore the Ombudsman required SP to close C's account with zero balance, provide C with a letter of apology, and also to ensure that C's credit rating had not been affected as a result.

5.6

C called T to cancel the Carrier Pre-Select service. T failed to act upon the request. C contacted T after receiving a further bill from T. T had no record of the request, but offered to credit his account with half the disputed charges to resolve the complaint. C refused this offer.

The Ombudsman was satisfied that C could prove the cancellation request had been made. However, it was also considered that as C would have had to pay for the disputed charges to C's new provider, T's offer was fair. T was required to carry out the offer.

7.0 Credit Control

7.1

The Ombudsman concludes T automatically changed the credit limit on the account and advised C of its actions on its invoice. In accordance with the terms and conditions the Ombudsman considers C remains liable for the outstanding balance on the account.

The Ombudsman notes T increased the credit limit without advising C. The Ombudsman considers it likely that had T advised C of the change in the credit limit C would have taken action to reduce it. The Ombudsman considers this a demonstration of a service failure.

T passed the account to a collections agency for recovery of the debt due to non-payment. The Ombudsman noted T advised C of the liability and concludes T has not breached its contract with C by taking recovery action.

The Ombudsman considers C experienced a shortfall in customer service by T's failure to respond to C's letters of complaint and to issue notification of the credit limit change. In recognition of the customer service issues raised the Ombudsman directs T to make a goodwill credit to the account.

8.0 Customer Service

8.1

The Ombudsman considers C experienced an inadequate level of customer service from SP. SP had the opportunity to identify the error and put matters right on several occasions however failed to take appropriate action and give the correct advice to C.

The Ombudsman welcomes SP's action to recall the account from the external collection agency, clear the balance and cancel the account. In recognition of the customer service issues raised on this case, the Ombudsman directs SP to issue a formal letter of apology including an assurance the account is closed, and C's credit history has been adversely affected by its actions. In recognition of the costs C incurred when seeking resolution to the complaint the Ombudsman directs SP to make a goodwill payment payable by cheque.

8.2

C cancelled a service with T but following the conclusion T incorrectly took an extra DD payment from C's bank account. C was advised by T of the DD Guarantee Scheme but C continued to press for an explanation as to how such a mistake could be made. C asked the Ombudsman to get this explanation.

The Ombudsman explained that mistakes occur for a variety of reasons and also explained the limitations of the Ombudsman's powers and this scheme. No further action was required of T in this regard and it was made clear that if C preferred to pursue the complaint in a different and more empowered forum, this remained an open option.

8.3

C agreed to service with SP. C then was advised that SP could not provide all services so says cancelled the agreement. C went away and on C's return found service had transferred to SP. C did not dispute this until three months later and then cancelled the account as C said the bills were twice as expensive as previous provider. C was then charged a termination fee which C disputed with SP but was maintained. SP said that C had signed and agreed to transfer service. SP said it was not informed that C was unhappy that certain services had not been transferred until nine months later. SP said that C had been provided with the call price list prior to signing the agreement.

The Ombudsman said that based on the evidence provided C had agreed to the service and the call costs. Therefore C was liable to pay a termination fee. C had also not informed SP that C was unhappy at not receiving network services until seven months after the service transferred.

8.4

C complained that SP had overcharged for services provided. SP agreed to review the account but failed to do so. C decided to switch to another provider but SP claimed there was a minimum term. C was not aware of this and asked for evidence. SP failed to provide the proof in the timescale agreed and C switched provider. SP applied a termination fee to the account. C disputed the fee but SP failed to respond to letters sent.

The Ombudsman was of the opinion that there had been a shortfall in service and she required SP to apologise for this. SP was unable to provide a copy of the sales recording and therefore there was no evidence that the minimum term had been discussed. SP was required to apply a credit equivalent to the termination fee applied. Once this had been done, SP was required to apply a further goodwill credit to cover the remaining charges on the account.

10.0 Directory Listing

10.1

C submitted an advertisement to be inserted into a phone directory offered by T. T input the advertisement incorrectly. C therefore did not want to pay for the advertisement. C complained, but was not happy with the responses received.

The Ombudsman felt that BT should refund the cost of the advertisement to C because of the errors it contained. The Terms and Conditions of the Phone Book meant that T was not liable for the business losses C had claimed. However, the Ombudsman identified some instances of poor customer service and therefore in addition to the advertisement refund T was required to make a goodwill payment to C.

11.0 Disconnection

11.1

C gave T notice to cancel their services but T failed to take any action. C continued to incur charges from t and made several complaints. C experienced a poor level of customer service.

The Ombudsman considered that C had given T sufficient notice to cancel their service and she was disappointed no action was taken. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred in this instance. T was required to backdate the cancellation request and service charges. T was required to write a letter of apology and make a nominal goodwill payment for the shortfall that had occurred.

12.0 Disputed Charges

12.1

The Ombudsman concludes SP failed to provide satisfactory level of customer service on this case at times. The Ombudsman considers SP failed to act on C's request to cancel the account. However, Ombudsman considers as the service was not transferred SP was correct to maintain the balance. The Ombudsman requires SP to recall the account and offer C time in which to pay the outstanding balance. In recognition of the customer service issues raised on the case the Ombudsman directs SP to apply a goodwill credit to the account.

12.2

C agreed a contract with SP but complained that the agreed service was not supplied. SP advised C on several occasions that they were wrong, but when it did finally investigate thoroughly found C had been correct. SP then offered to clarify the incorrect charges and made a goodwill gesture as a credit.

The Ombudsman decided the actions taken by SP had been generous and recommended C accept them. SP was also requested to ensure C's credit reference was amended favourably.

12.3

C ordered Broadband service from SP. SP set up an account and sent C the modem that was needed to access the service. C received the modem and used the service. C then encountered connection problems with the service and complained to SP about this. SP attempted to deal with the technical problem but instead of C calling SP's Technical Support, C called its Customer Services who were unable to answer technical questions. C became increasingly annoyed and demanded that SP cancel the contract without penalty. C stated that C was entitled to do this under a cooling-off period. SP explained that the cooling-off period had expired and C would be liable for early termination charges. C disagreed.

The Ombudsman decided that the cooling-off period allowed by SP was in excess of that which it was required to provide in law. She also decided that the cooling-off period had expired at the time that C asked for the contract to be cancelled and therefore C was responsible for early termination charges applied to C's account by SP. She could see no wrong doing on the part of SP and therefore decided that SP need not take any further action.

12.4

The Ombudsman concludes SP failed to provide an adequate level of customer service on this case.

The Ombudsman considers C sent written notification to SP requesting the cancellation of the services, however SP failed to action this request and continued to charge C. However, due to an unexplained technical issue; the Ombudsman notes SP generated calls via its service during a period that C was with another SP.

The Ombudsman directs SP to recalculate the outstanding account. She requires it to clear its package charges, all local evening and weekend calls from the balance as a goodwill gesture in recognition of the service issues raised. The Ombudsman considers SP should maintain all other calls generated by C.

The Ombudsman directs SP to cease its recovery action on this account and remove any adverse marks it has made against C's credit history.

The Ombudsman directs SP to investigate why calls are being routed by its service and to rectify matters. The Ombudsman directs SP to ensure the account is closed and it no longer routes calls via its service.

12.5

C complained about SP overcharging for a telephone service, and this was admitted by SP, with a credit promised. However, despite many promises by SP, the credit was never received. C decided to cancel the DD and this led to SP disconnecting the line. SP sent Otelo a copy of a letter that it had sent to C, and it stated that C was happy that all issues had been resolved. This fact was disputed by C, stating that no contact had been

received. C requested the investigation should continue after the Ombudsman had contacted C regarding a PICC closure. C requested the two termination fees should be waived, as well as closure of his account. In doing so, he also requested a full refund of the credit owed and some form of compensation for the loss of the telephone line.

The Ombudsman required SP to allow C to transfer the line and refund all payments taken in advance, but not used, without any penalties being applied. She also required SP to ensure C received a refund of the promised credit, in addition to four administrative charges. The Ombudsman felt C had received poor customer service and had incurred some costs. In respect of this point, she required SP to make a further goodwill gesture, and this was to be sent with a letter of apology. The Ombudsman recommended SP reviewed the case to see where improvements with the service provided could be made.

12.6

C agreed to a telephone service from SP after being promised an initial credit to the account and reduced international calls. SP stated it could not find a copy of the initial sales call and admitted failing to reply to the many letters sent by C. This dispute continued for some time with C also complaining that his calls were not dealt with appropriately.

The Ombudsman concluded on the balance of probability that SP had failed to apply the promised offers, and that C had also failed to receive an appropriate level of customer service. In conclusion she required SP to send a letter of apology and send a cheque payment in consideration of all points raised as a goodwill gesture. She also required SP to provide written confirmation that the account had been closed with a nil balance and ensure any adverse information had been removed.

12.7

C disputed charges with SP but SP failed to respond to the complaint. C asked to cancel the service and again SP failed to respond. SP continued to charge for the service but later claimed to have backdated the cancellation to the original request. However, SP still charged for the service and failed to apply a payment to C's account. C sent written complaints to SP but did not receive a response. The service was still used by C despite having asked for cancellation of the account and SP maintained that the charges were valid because of the usage.

The Ombudsman was of the opinion that there had been a shortfall in service but she considered the charges to be valid. The Ombudsman explained that if C no longer wanted the service usage should not have continued. However, the Ombudsman was satisfied that a credit to the account and an apology was warranted due to SP's failure to act on C's request and for the failure to respond to the complaint. SP was required to issue an apology for the shortfall in service and provide a goodwill credit to the account. The remaining charges were considered to be valid and payable by C.

12.8

C received a large from SP which included items that were not dialled from C' phone, and was much higher than C's normal bills via SP's scheme for light users. C contacted SP and was advised that C would have to pay for the calls C had made and that SP would look in to the matter. C paid off the bill that C would paid normally under the scheme C used, however towards the end of the month C received a call from SP to say that C should pay off some more of the bill, then that would be the end of the matter. C advised SP that C was waiting to hear from it about the source of the calls and to come to an arrangement about the bill. C then received a letter from SP explaining about the calls but also that C must pay the entire bill within six weeks. C advised SP that C would like to take this matter to a higher authority; however C's phone was then disconnected. C points out that C was also advised by SP to contact the content provider of the disputed numbers, which C did, but to no avail. In this instance, the Ombudsman understood the frustration felt by C that C had been charged for the cost of calls that C may not have knowingly, however she was aware that it was the function of SP to carry out calls and not monitor the calls made therefore she could see no reason to say that SP should be liable for the cost of the calls. The Ombudsman was also satisfied with SP's actions and responses towards C, however, she did require SP to reinstate C's line and initial option package with it, once it was satisfied that C had made a payment.

12.9

C changed from a narrowband to a broadband service but continued to be charged by SP for narrowband. C sent a letter to SP about this and the charges were refunded, but SP kept a charged Dial-up option on the narrowband account. C discovered this and sent letters of complaint but C did not receive a satisfactory response.

C sent further letters to SP about the discrepancies on the account and then went on to complain about broadband connection problems. SP did not initiate any action in response to the complaints. C then wanted to cancel the broadband service and wanted a refund of charges for it.

The Ombudsman decided that C should be refunded with the hidden Dial-up option charges, and as SP had not responded to C's complaints about the broadband service C was unable to receive, SP should refund C with pro-rata charges and allow C to cancel the account without penalty. The Ombudsman also commented that there had been customer service failings on the part of SP and SP should therefore send C a letter of apology and make a small goodwill gesture to C.

12.10

C opened an account with SP for mobile telephone services on a set tariff. C became suspicious that all was not well when C did not receive the first monthly bill. C enquired with SP about billing and it emerged that C's account had been opened in the wrong name. C then received billing that did not reflect the tariff that SP had agreed to. C complained and whilst further billing he was sent reflected some credits the billing was difficult to follow. C told SP that C would not pay the balance until C was able to fathom

out how the charges and credits had been applied to the account. SP did not provide further details providing the information C wanted and began to pursue C for the outstanding balance. C then wanted early termination of the service agreement without penalty.

SP told the Ombudsman that SP's systems could not produce readable information for customers about billing and C's billing had now been rectified. The correct credits and charges in accordance with the tariff had been applied.

The Ombudsman concluded that the billing was indeed difficult to make out. She concluded that if SP's billing system was unable to produce readable information SP must send C a simple letter setting out the information C requested.

The Ombudsman also concluded that C was liable for charges correctly billed to the account and that C could not terminate the agreement as it seemed that SP had now rectified the account problems that C had brought to its attention.

However, the Ombudsman also concluded that the problems had caused considerable trouble to C who had to revisit the shop where the agreement was made and then had to make calls and send letters to SP in an attempt to resolve the situation. Whilst the Ombudsman noted that SP had made a small offer as a gesture of goodwill, the Ombudsman concluded that the offer should be increased.

12.11

C requested T to active its Carrier Pre Selection (CPS) service but there was a delay in T doing this. C incurred call charges on their line provider's bill and requested T to credit the difference in call charges. T provided C with a substantial credit to cover the call charges. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred in this instance. However, the Ombudsman was satisfied with the credits that T applied to cover the call charges C incurred. The Ombudsman required T to make a nominal goodwill payment and write a letter of apology for the shortfall in customer service that had occurred.

12.12

C moved address and months later T made a charge for moving the service to the new address. C complained and having made no progress cancelled the contract with T. C also refused to pay the disputed aspect of the invoice.

T accepted the complaint and cleared the balance of the account and offered a small credit in respect of the calls C had made in connection with this complaint. The Ombudsman felt that this gesture was reasonable and required T to provide it.

12.13

C disputed the amount on the bill. T advised the Ombudsman that the amounts were correct. The Ombudsman reviewed the case and found that it was not clear what amounts C was disputing. She required T to provide C a goodwill payment as there had been a shortfall in customer service levels.

12.14

C paid for services from T using a credit card which expired some considerable time before. Following the passage of several months an invoice was delivered by T for a large amount. C argued that this amount was not due as it was assumed that this service had been cancelled as alternative arrangements had not been made by it for invoice collection. Attempts were made to argue that the service had properly been credited however it was decided that this was contradicted by the supporting documentation provided and by comments made within the complaint. T had provided a reasonable goodwill gesture credit however C had expressed dissatisfaction with it.

The Ombudsman decided that the credit provided was reasonable and sufficient and that C should be supplied with a full and detailed account to consider and then settle. T was also required to review its billing processes to ensure that this problem was not repeated in the future.

12.15

C incurred service charges for a service they had not used and requested a refund from T. T agreed to a partial refund but C declined. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred in this instance. As T had not provided any reasoning as to why a full refund could not be made the Ombudsman could see no reason why T should not refund the service charges C had incurred. T was required to refund the service charges C had incurred. T was required to write a letter of apology and make a nominal goodwill payment for the shortfall that had occurred.

15.0 Faults (Line)

15.1

C complained of a poor or intermittent service from SP resulting in loss of business and the need to transfer to another supplier. SP investigated the account and stated that fault reports were resolved on each occasion and the transfer fee levied when C transferred away was justified. However SP offered to halve the termination fee.

The Ombudsman considered the service from SP had not been at fault and recommended C accepts the offer of half the termination fee being appropriate.

15.2

C reported a fault with the service from SP and poor customer service. SP attempted to resolve the issues for C but C reported that the problems persisted and requested account termination without financial penalty.

The Ombudsman considered the request by C was unreasonable but required a small goodwill gesture in recognition for a shortfall in customer service.

15.3

C had line fault with SP for 11 days. C contacted SP to claim compensation. C said that Ofcom had informed C was due to statutory compensation. SP said SP was not liable per its terms and conditions. SP offered a goodwill payment but this was declined.

The Ombudsman said that SP was not liable to pay C compensation. SP to increase its goodwill payment due to poor customer service received.

19.0 Installation

19.1

C entered into an agreement with SP for SP to provide a business line and a residential line over a three year period. Although SP was able to connect the residential line it was unable to connect the business line in a timely fashion, hence C who was running a business that relied on telephone services went elsewhere. SP then billed C for cancellation charges which C disputed.

The Ombudsman concluded that as SP had not provided the business line in a reasonable time, given the type of business C had, then the full order had not matured and could be cancelled. SP could not therefore demand early termination charges.

19.2

C was relocating to new premises and arranged with SP for installation of two telephone lines and a broadband service on a set date.

On the arranged date the Engineer was only able to install one telephone line and C went without the other services for a further four days. C was running a business and claimed that this lack of services affected the running of C's business. C sent letters of

complaint to SP and demanded compensation. SP made an offer under a Customer Charter but this was refused by C.

The Ombudsman concluded that C had been inconvenienced by SP's poor management of the service tasks. There had been customer service failures and SP should make a goodwill gesture to C for this.

The Ombudsman also decided that whilst SP had attempted to contact C by telephone on a few occasions after C had sent letters of complaint, SP should have provided a better response to C's letters. SP should send C a letter of apology in respect of this.

22.0 Internet Connection

22.1

C experienced a fault on the Broadband service provided by T. C reported the fault. T asked C to gather more information about the fault and call T back. C failed to do so for several months. When C called T back C demanded that the service be cancelled without penalty. C refused to give any further information about the problem. T informed C that T was not prepared to cancel the service, as the contract was within the minimum contract term. However, in its submission to the Ombudsman it did offer to cancel the contract without penalty.

T's Terms and Conditions made it clear that T did not guarantee a fault free service, and asked customers to report any problems they experienced. The Ombudsman was of the opinion that C had not given T a reasonable opportunity to resolve the problems C was experiencing. Therefore, she would not have required T to cancel the contract without penalty. However, as T now offered to do this, she considered that this would be an appropriate resolution and required T to carry out the offer.

24.0 Mis-selling

24.1

The Ombudsman concludes that it seems SP sold C a package that it did not offer. C sought resolution to the complaint however the Ombudsman considers C's enquiries were met with a shortfall in customer service.

The Ombudsman noted SP continued to pursue C for payment. The Ombudsman directs SP to issue a letter of apology to C ensuring the account is fully closed, the balance waived, and an assurance C's credit history has not been adversely affected by its actions. The Ombudsman requires SP to remove C's contact details from its system to prevent further correspondence being issued. In recognition of the somewhat dubious

sales practices employed on this case and the customer service issues raised, the Ombudsman requires SP to make a goodwill payment payable by cheque.

24.2

C received call from SP about upgrading handset. SP said it would call C back to discuss further but did not. C then received a 12 month contract in the post from SP. C disputed this with SP but SP maintained as correct as SP said it had listened to the sales call. SP maintained that if C wished to cancel then C would be liable to pay a termination fee. C disputed and sent a subject access request to SP for a recording of the call but received no response. SP advised the Ombudsman it could not locate a recording of the sales call to C.

The Ombudsman said that without a recording of the sales call then SP should release C from the contract without penalty. SP to also refund any rental paid by C since C stopped using the service. SP to send C a letter of apology.

24.3

C entered into a five year contract for line and call services from SP at a discounted rate. C claimed that C had been duped as the salesperson had taken the agreement away and may have added the five year term after the agreement. C claimed that the contract was therefore invalid.

C also claimed that SP had never provided services and had C not been duped over the life span of the agreement, as services had never been provided the contract had not matured.

SP told the Ombudsman that C had not been duped and that it had provided services which had been billed to C but C had not met any payments. SP also told the Ombudsman that there had been numerous contacts with C about the contract and C had wanted the time span of the contract to be reduced as it did not meet C's business plans.

The Ombudsman concluded that C had signed a specific section of the form that showed the length of the contract, not once but twice. The only other item in this section was the discounted rate and the Ombudsman commented that the rate was such that was usually applied to long term contracts. The Ombudsman found it difficult to comprehend that given the status of C's business and C's position in the business that C would sign a blank form.

The Ombudsman also concluded from the billing that SP had sent to C that C had received services and the contract had therefore matured. The Ombudsman commented that there was a clause in the contract for early termination penalty and C would have to pay this. However, the Ombudsman also commented that the clause was for a percentage of the overall amount payable and SP should ensure that any billing C was sent about the penalty correctly reflected this percentage.

29.0 Premium Rate Services

29.1

C received billing from SP showing Premium Rate Service (PRS) call charges. C told SP that C had not made the calls. SP investigated and established that the calls had been made to competition lines and that they had been correctly charged. C continued to dispute them and told SP that C lived alone and had not made the calls. SP sent a further letter to C explaining how the calls had been charged and recorded and stated that there could no dispute over the origin of the calls.

The Ombudsman concluded that the calls had been made from C's telephone or from pressing an interactive television button, and if C had not made them then a visitor(s) of C's must have done so. The Ombudsman also commented that C could check with the competition organisers if C still felt that the PRS calls had not been made. The Ombudsman also noted that C had already been in contact with ICSTIS who had been unable to help C's case.

The Ombudsman was satisfied that C's charges had been correctly raised and that C was responsible for them. SP need not take any further action as there had been no wrong-doing on the part of SP.

29.2

C received a bill with unrecognised calls to a PRS number. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault. SP offered to make a credit due to the delay in dealing with the case.

The Ombudsman considered this reasonable but found that further correspondence had not been responded to and had been disregarded, as being part of another complaint. The Ombudsman required an apology from SP with a further goodwill gesture.

29.3

C disputed premium rate calls with SP. SP maintained as rogue dialler but C remained unhappy. C then disputed calls to 0871 numbers. C said had been charged yet had a bar on his line. C received a deadlock letter from SP maintaining the calls as correct. SP said that the premium rate calls were rogue diallers and advice was given to C on how to prevent further. SP said it had no record of a premium rate bar being requested but refunded C with all premium rate calls in dispute plus a nominal goodwill payment for a delayed response. SP said that C had been informed that the premium rate bar would not prevent 0871 numbers.

The Ombudsman said that C was liable for the calls as they had been generated by computer equipment connect to the line. The Ombudsman also said that SP's refund and goodwill was acceptable and no further action was required by SP.

29.4

C's service became restricted. C called SP to be informed service restricted due to non-payment but due to an error service would be reconnected. C's service was again restricted two weeks later and C also received a bill from SP for premium rate calls. C disputed calls with SP and SP maintained and sent a deadlock letter. SP said that service had been restricted as C had breached the agreed credit limit. The credit limit was increased but C then reached that so service was again restricted. SP said that the calls had been dialled from C's line and bills were provided to show previous premium rate numbers dialled and not disputed. SP maintained the calls as correct but advised it had suspended collection activity as goodwill.

The Ombudsman said that without further evidence to suggest otherwise the calls were dialled from C's line and so C is liable to pay SP. SP to honour its goodwill offer and to keep collection activity suspended and contact C to arrange a payment plan should it be required.

34.0 Service Transfer

34.1

C received a sales call from SP but rejected the offer to transfer the telephone service. However, SP went ahead with the transfer. C asked to cancel the account but SP ignored the requests, both written and verbal. A third party acting on behalf of C made further written requests but SP failed to respond to any letters received. Once the matter had been reported to the Ombudsman, SP proposed a resolution to the complaint.

The Ombudsman was of the opinion that there had been a shortfall in service. She was also concerned to note that SP had taken over the service without authorisation, which SP admitted had been the case. SP was required to take the proposed actions to resolve the matter, which included a written apology to C, to remove adverse information from C's credit file and to credit the account balance in full. The Ombudsman also required SP to issue a goodwill payment to C for the inconvenience caused.

34.2

C complained that services had been transferred to SP without permission. C wrote to SP but got no response. SP investigated the complaint and stated that the account was set up by a third party but that it should not have completed the transaction as the bank

details given did not belong to the third party. SP then offered to close the account and refund all call charges.

The Ombudsman agreed with SP that C had received poor customer service, that the initial offers for refunds should be completed but also required an apology and a further goodwill gesture.

38.0 Terms and Conditions of Contract

38.1

C subscribed to a mobile phone contract with T. A few months later, C received a letter from T informing C that the monthly charges on the contract would be increased. C complained, stating that the Terms and Conditions of the contract did not allow T to increase the charges.

The Ombudsman examined the Terms and Conditions of the contract. She was satisfied that the contract specifically stated that the company was permitted to increase the charges, as long as customers received adequate notice. Therefore, no further action was required of T.