

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)

2.0 Billing

2.1

C contacted SP with issues relating to loss of incorrect charges and a poor reply from SP when contacting the company. SP accepted that incorrect charges had been applied and offered a credit to zero the balance and to close the account.

It was concluded that C had been repeatedly incorrectly billed and not received a level of service normally expected when attempting to resolve the complaint or a timely reply to correspondence sent. These were clear service shortfalls.

2.2

C said they did not receive bills from SP. C sent six letters to SP and received no response. C said service became restricted. C requested that the outstanding balance removed in recognition of the poor customer service received. Sp said it had responded to letters received. SP said that C did not make SP aware that C was not receiving bills as C has claimed to the Ombudsman. SP restricted the service due to nonpayment.

After examination of the evidence provided the Ombudsman could find no evidence of poor customer service and noted that SP responded to all letters it had received. Sp required to cancel the service and provide C with a final bill. C urged to pay SP on receipt of this bill.

2.3

C asked SP to transfer the services SP provided to C's new property. There was a delay. SP agreed not to charge C for the period C was unable to use the service. C did not feel that the credit SP added to C's account reflected this. After C moved house the SP continued to send bills to C's old address. C did not receive the bills, C could not pay them. As a result, SP suspended C's services.

The Ombudsman was of the opinion that SP had not credited C's account with a sufficient amount to cover the charges C had incurred for the period of time C was unable to use them. SP was required to apply a further credit to make up the shortfall. The Ombudsman also considered that SP was ultimately responsible for C not paying C's bills, and therefore required SP to make a payment to C as a goodwill gesture to recognise the inconvenience caused because C's services were suspended.

2.4

C had a data card but on month received a bill that was much higher than C's usual usage. C acknowledged that C had been using an online casino facility during this period, but maintained that this usage did not warrant such high charges. C complained to SP and it took the data card for testing. SP confirmed the data card was not at fault and therefore maintained the charges. After further complaints, SP proposed to reduce the bill by 25%, but C rejected this.

In this instance, it was considered that it was not SP's duty to monitor individual account, and also no billing evidence was provided to determine exactly if it was reasonable for SP to have alerted C to the high usage at any earlier stage. Therefore, SP's offer was considered fair and reasonable and it was initially proposed that this was retained. However, SP then acknowledged that it may have provided C with mis-information regarding the data card tariff at the point of sale, and proposed to remove all outstanding charges and ensure C's credit rating was not adversely affected. Therefore, this offer was retained.

2.5

C used a third party's dial up internet service but experienced connection issues with it. C disputed their bill with the Supplier as they had been charged for the dropped connections. The Supplier explained that it did not provide the dial up service and had charged for call traffic carried through its network. C subscribed to a third party's broadband service and there was a delay in it being activated. C complained to the Supplier regarding this. The Supplier explained that it did not provide this service and C would need to contact the third party provider.

The Ombudsman considered that the Supplier had raised the dial up internet call charges correctly and it was not responsible for the fault that had occurred. The Ombudsman required no further action to be taken by the Supplier.

3.0 Broadband

3.1

C ordered a telephone and broadband package, but SP was unable to provide an adequate broadband service. C complained to SP in writing, but did not receive any replies. SP continued to bill C for the service.

The Ombudsman concluded that SP was required to cancel the contract with C, without applying any early termination fees, send C a letter of apology and amend C's credit file.

3.2

C agreed to service with SP including free broadband. C continued to be billed for the service. C sent letters, emails and called SP to dispute but received no response or resolution. C required a refund of rental plus compensation. SP said it had investigated C's account and C had been charged in error. Sp proposed to refund rental.

The Ombudsman said it was clear that C had received a shortfall in service as SP charged in error and did not respond to C's complaint. SP required to refund all rental charged, award a nominal goodwill payment and send C a letter of apology.

3.3

C complained to the SP about the delayed provision of their broadband service. The SP gave a number of reasons for these but the delays continued, whilst the evidence suggested the majority of these were avoidable. C complained that the delayed

provision had led to business losses, but the SP explained that it was only providing a residential service. C continued to complain and it was apparent that the SP has failed to respond to call back requests and some correspondence.

It was concluded that C had experienced unnecessary delays surrounding the broadband provision, as well as a poor level of customer service. In resolution the SP required to send a letter of apology, confirm in writing that a broadband connection fee will not be charged, and make a goodwill credit to the account.

3.4

C ordered broadband and telephone package from SP. There was a delay in the provision of the service. SP was unable to provide the telephone services but provided the broadband and advised that the charge for broadband would be higher than that agreed by C. C tried to cancel but was informed there would be a cancellation fee. SP sent written confirmation that it would not charge the higher rate and would allow cancellation without penalty if it was unable to provide telephone services within three months. SP did not provide telephone services and also billed C at the higher rate. C complained and cancelled. C continued to receive bills despite letters and telephone calls. SP confirmed that the account balance would be cleared and the disconnection fee waived but continued to send bills demanding payment. C complained to Otelco.

SP did not provide a case file and its views could not be taken into consideration.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided. The Ombudsman required SP to provide a goodwill refund, to credit the outstanding balance on the account and to send a written apology together with confirmation that the account was closed and the balance cleared with no adverse credit history in relation to this matter.

3.5

C transferred to another service provider due to SP not being able to provide broadband service on the promised date. Despite C's letters to SP these were not responded to. SP apologised for the delay and allowed C to transfer without penalty. The Ombudsman required SP to provide C with an apology for poor customer service levels and in recognition provide a goodwill payment; to send a prepaid package so that the customer could return the modem pack; and to refund the connection fee charge.

3.6

C connected to the Supplier's broadband service but could only get low download speeds. C complained to the Supplier regarding this. The Supplier said that C did not live close enough to the exchange to get higher speeds. C requested a reduction in the service charge. The Supplier initially refused but then agreed to apply a discount to C's account. C experienced a poor level of customer service.

The Ombudsman considered that it was outside of the Supplier's control that C lived far from the local exchange. The Ombudsman stated that it was a commercial decision made by the Supplier regarding the charges for services. However, the Ombudsman

considered that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

3.7

C experienced problems with broadband and reported the faults to the Supplier. The Supplier tried to assist C but C requested to cancel. The Supplier cancelled C's account. C experienced a poor level of customer service.

It was without doubt that C had experienced broadband faults but it was considered that they had not given the Supplier reasonable opportunity to resolve the faults before cancelling. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman required the Supplier to make a nominal goodwill payment and write a letter of apology.

3.8

C ordered broadband from SP, but it failed to provide the service after a few months. C wrote and complained to SP about the delay, but SP did not respond to some letters and did not take the correct action to progress the order.

The Ombudsman concluded that C had received a very poor customer service from SP and required the company to ensure that the broadband service was provided, apply a goodwill credit to C's account and send C a letter of apology.

3.9

C complained that SP did not provide a replacement modem that it promised on a number of occasions. SP admitted that the promise did not transpire, but stated that C did not follow the correct procedure. The Ombudsman appreciated SP's comments, but was of the opinion that since SP made the promise on a number of occasions it should have taken action and honored its promise and delivered the replacement modem. The Ombudsman required SP to provide C an apology for poor customer service levels and in recognition provide a goodwill gesture and to provide a refund via cheque for the period C was unable to connect to the broadband service.

3.10

C complained that SP had not provided its broadband service for seven months. C called SP and sent letters requesting cancellation but SP only advised C that C would be liable to pay a termination fee, which C disputed. SP said that due to an error the service was disconnected. The service was then reinstated but C refused to call its technical support to troubleshoot. Sp said that as C would not troubleshoot it could not determine what the fault was. SP maintained that C was liable for a termination fee if service was cancelled.

The Ombudsman said that C had received some poor service from SP but that this was not grounds for cancellation without penalty. The Ombudsman said that the onus was on C to report any fault to SP and as C had failed to that then C had not given SP a chance to investigate further. SP required to contact C to troubleshoot and raise a fault. SP to

refund C with all broadband costs and to also award a nominal goodwill payment for any inconvenience caused.

3.11

C was given incorrect information by the Supplier regarding the minimum system requirements for its broadband service. C paid for a system upgrade and then discovered the Supplier had incorrectly advised them. C experienced a poor level of customer service. The Supplier credited the cost of the system upgrade.

The Ombudsman was disappointed that the Supplier had given C incorrect information. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

3.12

C requested a broadband service from the SP, with the SP providing an expected date of installation a few weeks later. C was concerned that this was going to leave them without a service for a number of weeks, so they asked if they could install the service themselves rather than wait for the engineer's visit. This was agreed by the SP, but it was apparent that the original order failed to be cancelled meaning that when the new order was placed it failed to be provide due to the line being blocked. This situation continued for a number of months, with no one at the SP taking control of this matter. It was also clear that the SP had failed to answer some letters and failed to provide an adequate level of customer service.

In resolution it was concluded that the SP should send a letter of apology for the delays involved and the poor customer service received. The SP was also required to provide a full written explanation for the installation problems, provide a clear update on the expected date of the broadband installation, and make a further goodwill credit to the account.

3.13

C agreed to an upgraded broadband and telephone service from the SP, but subsequently complained about duplicate charging. The SP admitted the error, but a credit wasn't forthcoming for a number of months. C complained that a credit was provided, rather than a refund, but the SP highlighted that C had failed to continue making repayments and that a credit was applied due to the outstanding balance. C complained about call backs not being received and that the SP had failed to provide itemised billing even though it was charging for this service.

The Ombudsman concluded that C had received poor customer service, but was unable to dispute the charges/credits applied by the SP. In resolution the Ombudsman required the SP to send a letter of apology, provide a full written breakdown of the account, and full itemised billing. She advised C that itemised billing may no longer be available, but if this was the case, then a credit was to be provided for the service not received. The Ombudsman also required the SP to make a further goodwill credit in respect of the customer service issues raised.

3.14

C complained to the SP that it had incorrectly cancelled the broadband one month earlier than requested. This was acknowledged by the SP, although it attempted to minimize the effect this would have by offering a free dial up service in the meantime. Due to settings and equipment problems C was unable to connect to the alternative service, also incurring avoidable costs for a new modem in the process.

It was concluded that the SP had attempted to make amends for the original error, but that this had led to some avoidable costs that should be refunded. C continued to complain to the SP but then experienced a poor level of customer service, with letters failing to receive any response and additional incorrect billing charges being applied.

On review it was welcomed that the SP's investigation had attempted to resolve this matter by offering a goodwill credit, but in light of the problems this had caused and the additional costs incurred, it was concluded this offer should be increased. However, as C was only a residential customer further consideration of any business losses were deemed inappropriate, in line with the SP's Terms and Conditions. The SP was required to confirm that the account had been cancelled with a nil balance, provide a full written apology and ensure any adverse credit information is removed.

3.15

C initially complained to the SP about delays providing a broadband service as part of a combined telephone and call package. The SP acknowledged this had occurred due to a systems error, although C remained unhappy with the quality of all services being provided. The SP's investigation acknowledged the quality of C's line had been poor since installation and despite a number of engineer's visits a crackling continued on C's telephone line, with C also complaining about broadband connection problems. The SP attempted to resolve the complaint by offering a goodwill credit, but this was declined by C. In resolution C asked for the SP to reimburse the cost of some mobile calls to one particular number as they had been unable to contact this person via the landline, in addition to some additional form of compensation.

It was concluded that C's problems may have resulted from the poor quality line, while it was disappointing that the SP had failed as yet to resolve this matter. The SP also admitted that C had received some poor customer service. In consideration of all information the SP was required to send a letter of apology, make a slightly increased credit to the account as a gesture of goodwill, arrange for someone to visit C's property to see if the highlighted faults can be resolved, cancel all services without penalty if C wished to do so.

However, it was concluded that a refund of any mobile call charges would be inappropriate as there was no evidence to confirm that calls failed to be connected, with C failing to provide any documentary evidence of the mobile charges involved.

3.16

C agreed to a package that included free broadband. C was not provided with a cable and so bought one from SP's recommended supplier. C continued to experience problems with the connection and a new modem was sent. C telephoned SP on a

number of occasions and SP promised to call back. C wrote two letters of complaint but received no response from SP. Other issues arose in relation to a bar on the telephone line and C said that SP gave a different explanation each time C telephoned. SP explained that this was partly due to the previous provider. The telephone line problems were resolved but the broadband was never connected. SP stated that C had cancelled a direct debit and that a balance remained on the account for the broadband connection fees and that C had been rude and abusive at times.

It was recommended that as the broadband was part of the package C was to be given the option of continuing with it and the telephone line, or just the telephone line. The cost of the cable bought by C was to be refunded when C provided the receipt. SP was to cancel all charges in relation to the broadband account that had not worked. Confirmation that the telephone service was working and a letter of apology for the shortfall in customer service was to be written. SP had indicated that a credit was to be applied to the account and no charges would be raised for the engineer's call out fee. This offer was considered to be acceptable and no further goodwill gesture was required.

3.17

C encountered a less of telephone service and had ongoing connection problems with the broadband service. SP accepted the broadband loss.

It was concluded that C has incurred an initial delay in connecting to the broadband service and this has been the cause of some inconvenience. It is accepted that the goodwill offered by SP addresses this particular issue. However, C has also not received a level of service normally expected with regards to the contacts with the company. This is a service shortfall.

C was advised to contact the line provider directly and raise a complaint regarding the telephone service loss.

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

SP should increase the goodwill payment, to contact C directly via telephone to discuss any ongoing concerns C has with the broadband service currently received and send a letter of apology

3.18

C said that broadband with SP did not work and C only had intermittent connections. C reported this to SP but received no resolution for five months. C also had a line fault that was not repaired for three months. SP admitted it had not provided C with the customer service needed to resolve his issues.

The Ombudsman said it was clear that C had received poor customer service from SP. SP to allow C to cancel without penalty, award a nominal goodwill payment and send a letter of apology.

3.19

C subscribed to SP's broadband service. There was a fault on the line, which delayed SP providing the service. As a result, C continued to pay C's previous provider for broadband, at a higher rate than SP had charged. When the service was activated, it did not work properly. C complained. SP ignored several of C's complaints.

The Ombudsman was of the opinion that C had been caused additional expenditure as a result of the excessive delay in SP resolving the fault on C's line, and required SP to make a payment to C to recognise this. It was also decided that C's service had been defective, and C had received poor customer service, and therefore SP was required to make an additional payment to recognise this.

3.20

C agreed with SP to pay for the broadband service in advance. Although SP agreed it later refunded C by sending C a cheque for the advance payment. C's service was later restricted. Despite C's contacts with SP the matter was not resolved and the broadband service remained inactive. SP applied a credit for the period the broadband service was inactive. The Ombudsman was of the opinion that SP provided C with poor customer service levels and required to provide C an apology and a credit for the broadband service as a goodwill gesture.

3.21

C agreed to SP's broadband service but due to certain problems decided to cancel the order. Therefore, the order was cancelled but then C was unable to access an alternative provider as SP had placed its marker over C's line. C complained to SP on numerous occasions but some months later, the marker remained which also led to C having problems with C's new supplier.

For investigation, it was clear that despite the broadband order having been cancelled, SP had not lifted its marker off C's line, which SP accepted, and this caused C a degree of inconvenience. C also provided evidence to confirm the number of calls C had made to SP in order to try and resolve the matter. The investigation was satisfied that C had received poor levels of customer service from SP. In this instance, it was proposed for SP to confirm the closure of the account in writing to C, provide C with a goodwill payment and apology and also ensure and then confirm to C in writing that it had now removed its marker off C's line.

3.22

C contacted SP about not being able to connect to the broadband service. SP advised it couldn't get through to the customer due to the number being constantly engaged. The Ombudsman accepted SP's comments but was disappointed that SP didn't contact C in writing in response to C's letters. The Ombudsman required SP to provide C an apology for poor service and a goodwill payment.

3.23

C contacted SP to complain that a modem had not been sent. As C still did not receive a modem, C transferred call services to another SP. C subsequently requested a MAC to transfer the broadband service, which SP provided. C disputed the charges for

broadband as the modem had never been received. C also queried charges for the call package. C cancelled the DD and the account was passed to a debt collection agency.

The Ombudsman noted that SP had activated the broadband and its records indicated that a modem had been sent prior to the activation date. However, it was unclear whether another modem had been issued following C's call. The Ombudsman accepted that C had been unable to connect to broadband, but considered that C had not contacted SP again when the second modem did not arrive. He also acknowledged SP's terms and conditions, which stated that it, could not guarantee delivery of a modem prior to the activation date. However, as there was no conclusive evidence to show SP had issued a second modem, SP was required to apply a credit to C's broadband account as a gesture of goodwill. The Ombudsman was satisfied the charges to C's landline account were correct and that C was liable for the outstanding balance. Although SP had explained call charges to C, the Ombudsman noted it had not responded to C's queries about broadband charges. SP was required to send a letter of apology in respect of this.

3.24

C asked SP to arrange transfer of broadband service. Due to incorrect information given to C by SP there was a delay. Later C received bills from SP relating to charges for the old address. SP apologised and advised that it had applied the relevant credits. The Ombudsman required SP to provide C an apology for poor customer service levels and in recognition a goodwill gesture; and
To apply goodwill credit in order to compensate C for the confusion caused in relation to incorrect charges.

3.25

C subscribed to SP's broadband service. There was a fault. C called SP to report the problem. SP continuously told C that it would arrange for an engineer to call C back to help resolve the problem. However, SP never did this.

The Ombudsman was of the opinion that C had received extremely poor customer service from SP. As C still wanted SP to provide its broadband service, SP was required to contact C in an attempt to resolve the problems, and make a goodwill payment to recognise the inconvenience C had been caused.

3.26

C applied for SP's broadband service. SP could not provide the service because C had Telephony over Passive Optical Networks (TPON) system, which did not support broadband. SP agreed to enquire whether or not it was possible to remove this system. SP failed to do so.

The Ombudsman required SP to enquire as to whether the TPON system could be replaced with a standard copper wire. It was also required to make a credit to C's telephone account as a goodwill gesture to recognise the inconvenience C was caused.

3.27

C agreed to SP's broadband service but found the service intermittent and was unable to experience a sustained connection. C made contact with SP and various procedures were undertaken. SP highlighted software on C's computer as a potential problem but after employing an IT engineer, C maintained this was not the case. C wanted to cancel the package and complained to SP in writing. Eventually, SP agreed to clear any remaining charges as long as C made a payment of the due amount.

As it was clear both parties had tried to resolve the matter and also that it was likely SP had provided C with a broadband connection, but that C was simply unable to utilise this with C's equipment, it was considered that SP's proposal was fair and reasonable. However, it was also proposed for SP to provide C with an apology for the shortfall in customer service received regarding its belated formal response to C's complaint.

3.28

C complained that SP had failed to help C with the problems C experienced with their broadband connection in a timely manner. SP was of the opinion that, for the most part, it had provided good customer service to C.

The Ombudsman accepted that SP had provided a lot of help to C. However, it was identified that on several occasions, SP acted inappropriately – for example, it ignored letters and failed to call C back as promised. Therefore, SP was required to apply a credit to C's account as a goodwill gesture.

3.29

C complained to SP about broadband service problems and other issues. Due to SP not rectifying the issues C complained to the Ombudsman. SP advised that the payments were rejected due to the Direct Debit not being setup correctly. The Ombudsman found that SP had not explained fully the issues surrounding C's complaint. SP was required to provide C an apology for poor service, goodwill payment, confirm that payments were received and provide C with assurance that no adverse information was recorded against C's name.

3.30

C applied for the Supplier's broadband and made many enquiries about the service but was told it would be activated shortly. After C made several complaints, the Supplier said that an internal error occurred which meant broadband had not been provisioned and the modem had been sent to an incorrect address. C experienced a poor level of customer service.

The Ombudsman was disappointed that the Supplier had failed to take appropriate action to resolve the error that had occurred. It was without doubt that a shortfall in customer service had occurred. The Supplier was required to provision broadband and send C a modem free of charge. The Supplier was also required to make a goodwill payment and write a letter of apology for the shortfall that had occurred.

3.31

C contacted SP with broadband connection problems, and incorrect charges for an additional feature not requested. C added that SP had damaged a USB port on the PC used for the service. SP acknowledged the connection problems and offered a goodwill gesture, but refuted the claim for the damage PC.

It was concluded that C has been inconvenienced with regards to the initial connection problems and with the attempts to contact SP to get the issues resolved. C has also been charged for a premium security feature that was not requested.

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

SP was required to contact C as a matter of urgency to address any connection problems C currently has with the broadband service, maintain its offer of a goodwill gesture payment, by cheque, refund all charges taken for the premium security feature and remove the package and send a letter of apology for the service shortfalls

3.32

C experienced broadband connection problems and contacted SP to transfer the service to an alternative supplier. C added that SP continued to send invoices. SP accepted that C had experienced connection problems and also had been incorrectly charged.

The Ombudsman decided that the C experienced service shortfalls with regards to being chased for a debt the Ombudsman did not owe, broadband connection problems and a poor reply to letters sent.

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

SP Should offer C a goodwill gesture payment, which also includes, the accepted refund and credit left on the account for the overall service shortfalls, confirm in writing that the account is closed with a nil balance, contact its debt collection agents to ensure that the debt is recalled and no further invoices are issued, ensure that no adverse data has been sent to any credit reference agency as a result of this episode and send a letter of apology.

3.33

C asked SP to transfer the telephone and broadband service to its network. Following a delay the line was eventually transferred, but the number was lost in the process. C claimed to have received poor service from SP. SP claimed it kept the customer informed and eventually transferred both services. The Ombudsman required TalkTalk to provide C an apology for poor service as it didn't respond to C's letters and a goodwill payment in recognition.

3.34

C received high telephone bills from SP, but this was due to C not using a required prefix. C also complained to SP about the delay in providing the broadband service, but SP stated that this was due to C delaying in providing a MAC code.

The Ombudsman concluded that C had received some poor customer service and required SP to provide a goodwill credit to the account and send C a letter of apology. However, C was liable for the disputed call charges.

3.35

C experienced connection issues with broadband and complained to the Supplier on numerous occasions. The Supplier responded to some of C's reported faults but not all of them. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The Ombudsman considered that the Supplier had failed to take appropriate action in this instance. The Supplier was required to contact C to troubleshoot any outstanding technical issues. The Supplier was also required to write a letter of apology and make a goodwill payment.

3.36

C complained that when SP upgraded broadband that the service did not work and the landline was also cut off. C's line then worked but on a different telephone number. C complained to Sp but the fault was not repaired for nearly three months. C sent a letter to SP but received no response. C requested compensation and a refund of rental paid. SP said that the fault was due to a crossed line which occurred when the service was being upgraded. SP admitted that the fault was not handled or repaired as it should have been.

The Ombudsman said that it was clear that C had received poor service from SP. Sp was required to refund C with rental paid and award a nominal goodwill payment for nay inconvenience caused.

3.37

C complained that broadband did not work with SP. C's landline then stopped working due to local loop unbundling upgrade. C reported fault to SP but had problems calling SP. C then cancelled service and applied for service with another provider. C sent letters to SP but received no response. SP said it had allowed C to cancel without penalty and also removed the outstanding balance.

The Ombudsman said that C had received poor customer service from SP. SP required to award a nominal goodwill payment in recognition of C's costs and the inconvenience caused.

3.38

C ordered broadband with SP and provided SP with a MAC code. SP did not provide the broadband service and so C stopped making payment. The landline service was then suspended due to non-payment. SP said it had received the email from C with the Mac code and had responded asking C for account information but it had received no response.

The Ombudsman noted that SP said it had responded to C's email prior to the date that C sent the email with the MAC code. Based on this information the Ombudsman could only conclude that SP had in fact not contacted C or taken any action in relation to C's email with the MAC code. This was viewed as poor customer service and so SP was required to award a nominal goodwill payment and remove any administration charges raised due to non-payment.

3.39

C ordered a broadband service from SP but was unable to use or benefit from the service for several months, despite being charged for this, as SP had not activated the service. C complained to SP and although faults were logged, it was unable to resolve the matter. C then transferred away and cancelled C's payment method, but then received demands for payment from a Debt Recovery Agency. C complained again about the disputed charges but received no response.

The investigation found that C had never used the broadband service to date, but had made payments towards it. It was considered that the actual fault was an issue SP could have resolved, and that it was no fault of C that the service could not be used. Therefore, it was proposed for SP to provide C with a refund of any broadband payments made and also a gesture of goodwill. In relation to the disputed charges, the investigation found they related to C's landline account and, therefore, were chargeable and correct.

3.40

C had agreed to SP's broadband service but soon found it was not compatible with SP's service. Therefore, SP refunded the money and allowed C to cancel without penalty. However, C then received a further bill with broadband charges and complained to SP that the account should have been closed. This led to further problems as SP did not respond for several months, and C then complained about other Direct Debit payments having been taken.

The investigation welcomed SP's initial decision to refund C's payments and clear any termination fee as it was considered C's responsibility to check the compatibility of C's equipment prior to agreeing to the service. However, it was found that the further bill was generated as SP did not fully close the account. It was also clear that C received a shortfall in customer service from SP in relation to its lack of response to C's complaint. Nevertheless, the investigation found that C's Direct Debit payments had been for C's landline service and these were considered to be correct. In this instance, it was proposed for SP to confirm the closure of both C's broadband and landline account without penalty and with a zero balance, provide C with a small goodwill payment and apology, ensure that C received no further demands for payment and also confirmed C's credit status had been corrected.

3.41

C agreed to SP's broadband service but C did not receive the necessary equipment as promised and then received a bill from SP for the service that C could not use. C complained to SP but on three separate occasions, it sent out the wrong equipment to C. C complained in writing to C, but received no response.

From the evidence provided for investigation, it was found that C had received several shortfalls in customer service from SP in relation to its failure to provide C with the equipment and also its lack of response to C's complaint. Therefore, it was proposed for SP to ensure the delivery of the correct equipment to C, apply a goodwill credit to C's account and also provide C with an apology.

5.0 Cancellation

5.1

C cancelled account with SP, but this was not cancelled properly by SP. SP apologised for the error and shortfall in customer service levels it offered. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition award a goodwill payment.

5.2

C asked SP to cancel C's account and issue a MAC. SP failed to do so. C had subscribed to another service provider's services. C was therefore paying twice for the same services.

The Ombudsman decided that as SP had failed to cancel the services, SP should refund all charges after the date cancellation should have been completed. SP was also required to ensure the services were now fully cancelled, and to make a goodwill payment to C to recognise the inconvenience caused.

5.3

C requested cancellation with SP. SP advised that C was still in contract and so owed SP a termination fee. C sent letters to SP but received no resolution. SP said it was willing to remove half the outstanding balance as goodwill.

The Ombudsman said it was clear on examination of the evidence provided that C had received poor customer service from SP. SP failed to cancel the account and failed to inform C for three months what the termination fee was. This resulted in the debt being passed to a collection agency. The Ombudsman required SP to remove the outstanding balance as goodwill, ensure that C's credit rating had not been affected and to send C a letter of apology.

5.4

C contacted the cancel the broadband account. The SP ensured that the service was transferred as requested, but due to a technical problem the account remained open. C called the SP on numerous occasions to complain about the bills and threatening letters being received, but the SP failed to take all necessary action to resolve the problem. After receiving the complaint from Otelio the SP ensured the account and full balance was cancelled.

It was concluded that the SP should have ensured this matter was resolved sooner, and that C had failed to receive the level of customer service they could have expected. In resolution the SP was required to send a letter of apology, provide written confirmation that the account and full outstanding balance had been cancelled, ensure any adverse credit information was removed, make a goodwill payment, and provide written confirmation of all action taken.

5.5

C claims to have cancelled the telephone service via an automated telephone line. After a year C realised that the telephone service at C's previous address had not been cancelled and SP had withdrawn monthly payments for one year. When C contacted SP it claimed to have no record of the cancellation and offered six months refund. Although C accepted SP did not provide the refund. The Ombudsman found there was no evidence to corroborate C's version of events as SP claimed it never employed an automated system for cancellation. The Ombudsman recommended C to accept SP's previous proposal of six months refund of the service.

5.6

C cancelled service with SP but had six months remaining of the contract. C did not receive a final bill but did receive a letter from a debt collection agency. C disputed this as C had not received the bill. SP apologised but advised it would not award C with compensation. C remained dissatisfied and referred the complaint to Otelo.

The Ombudsman said that it was clear that SP had referred the outstanding balance to the debt collection agency in error. This was viewed as poor customer service. SP required to award a nominal goodwill payment, send a letter of apology and ensures that C's credit rating has not been affected.

7.0 Credit Control

7.1

C disputed an entry made on the Credit File. SP maintained that the entry was justified.

It was concluded that the default placed on to C's Credit File is warranted and should not be removed. However, C has not received a level of service normally expected and this is a service shortfall. SP actions in not holding C to the full contract term are noted.

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

SP was required to offer a credit against the remaining outstanding balance and send a letter of apology for not replying to all correspondence or contacts.

8.0 Customer Service

8.1

C complained that SP caused a loss of service. C complained but SP failed to resolve the problem for many weeks. SP stated there was a technical issue, but that there had also been an error by its advisor who closed a fault report, thinking it was part of another issue. SP offered compensation for the loss of service.

The Ombudsman considered SP had provided a poor service as it had failed to update C adequately, but the compensation was adequate. SP was required to make an apology and provide an additional goodwill payment for the general shortfall in customer service.

8.2

C complained that SP set up an unwanted account, sent bills and referred them to a debt collector. SP stated C did not cancel a new account within the cooling off period and had delayed in attributing the payment to C's account, hence the debt collection escalation. SP offered an apology for the shortfall in customer service and the return of the mislaid payment.

The Ombudsman considered C had experienced poor customer service, but that C had not closed the account within the cooling off period. SP was required to confirm the account had been closed, with a nil balance, ensure the refund was completed and make an apology for the poor customer service.

8.3

C alleges the store sold a contract that would include free calls to all international numbers however this was not the case. The tariff was outlined in the terms and conditions and tariff plan however C did not choose to cancel during the cooling off period. SP credited the disputed charges in goodwill on the understanding C is now fully aware of the liability to pay for international calls.

C complained of a loss of both call and broadband service. SP raised a fault and it was found to be a fault at the exchange. C states the caller display service is intermittent. SP acknowledges that it has a problem with the service the resolution of which is ongoing.

The Ombudsman concludes there was a shortfall in customer service at times on this case. He requires SP to provide a refund for the periods that C was without full functionality of the services; to fix the problem of the loss of broadband service when the telephone rings; make a goodwill gesture in light of the inconvenience and costs incurred when seeking resolution to the complaint; and issue a formal letter of apology for the customer service issues raised. If C decided to cancel the entire package then SP is to maintain only 50% of the early termination penalty.

8.4

C received a large bill from SP due to the delay in transferring the service to another provider. Due to non-payment SP suspended the services and then passed the account to an external agency for recovery action. SP warned C about the pending action however failed to action C's request for a payment plan before the account was passed for recovery. The Ombudsman considers this a shortfall in customer service and

requires SP to place a hold on the debt collection agency's recovery actions; offer C a repayment plan; mark C's credit history has satisfied on receipt of the balance; and issue a formal letter of apology for its failure to act on C's request.

8.5

C complained that SP failed to complete changes when requested and that a representative caused a loss of service by accident. C complained to SP which suggested actions it could take, but these were not completed. It offered a goodwill payment, but this was considered inadequate by C.

The Ombudsman considered the offer from SP should be increased and that consideration was to be given for financial losses. As SP had made apologies in writing at various times, it was not required to do so again.

8.6

C took a contract with SP to include a broadband service but did not provide a Migration Authority Code. When enquiry was made C accepted that this had not been done. Later a Migration Authority Code was provided but the order for broadband was rejected by the SP that held the service at that time. It was found that SP would not have any control over this and that C should take this up with the existing SP that refused to pass the account. A side issue of poor customer service in that complaint letters were not answered was upheld.

SP was required to provide a small goodwill gesture in respect of this poor customer service.

8.7

C moved house and asked SP to transfer the telephone and broadband service. SP failed to install on the date provided and C complained. C received other appointments for installation which SP failed to keep. C complained and requested compensation for loss of salary for eight failed appointments. SP offered to compensate C but C was not satisfied with the amount and referred the complaint to Otelo.

The Ombudsman investigated and found that SP had failed to attend on four occasions without informing C. The Ombudsman considered that there had been shortfalls in the customer service provided by SP but considered that SP had offered reasonable compensation. The Ombudsman therefore did not require any further action.

8.8

C made enquiries with SP about a service but did not order it. SP processed an order and then restricted services because it was unable to collect Direct Debit payments from C's bank. This was because C had not provided the bank account details and had only indicated which bank the account was with. As the service was not ordered it was felt that the services should not be paid for but that calls that had been made should be paid for. C later provided a Migration Authority Code to SP to allow it to takeover broadband services but SP failed to process this meaning that it never took over this service. C transferred the telephone line away from SP ending the account.

SP was required to refund all charges collected that were not in respect of call charges and to provide a goodwill gesture. All monies were to be provided in the form of a cheque. SP was also required to provide a letter of apology.

8.9

C's account was acquired by SP after it took over C's previous service providers business. SP did not have a full address for C which meant that bills were not delivered properly to C and went unpaid. This led to C's account being restricted. After time was allowed for C to pay the bill no payment was made. SP failed to answer letters from but said this was because C had indicated that the matter was to be referred to the Ombudsman. This was not considered acceptable and was viewed as poor customer service.

SP was required to provide an apology, a goodwill gesture and an up to date account from which the outstanding balance could be deducted.

8.10

C could not obtain a broadband service as a previous supplier failed to remove its marker from C's line. C complained that this caused great inconvenience and requested compensation. An offer was made by SP which was refused by C who wanted more. Letters were sent that went unanswered by SP. This was considered further poor customer service and on this basis it was proposed that the goodwill gesture should be increased. It was made clear that where a goodwill gesture is required it is kept in perspective with the service that was to be supplied by SP and the cost of this service.

SP was required to provide an increased goodwill gesture and a letter of apology.

9.0 Direct Debit

9.1

C set up a Direct Debit with the SP, but despite many calls to the company the company failed to take a payment. It seemed apparent that these problems were due to the SP's systems having an incorrect code number on C's account, but as the SP failed to provide any information this was not clear. Based on the information provided it was concluded that the SP had failed to take the necessary corrective action and failed to provide an adequate level of customer service.

In resolution the SP was required to send a letter of apology and provide written confirmation for the reasons this had happened. It was also required to send a goodwill cheque payment and ensure any adverse credit information had been removed.

11.0 Disconnection

11.1

C subscribed to telephone and broadband services from SP. C's broadband connection was disconnected for no reason and C complained. SP advised that it would take two months to reconnect and C wrote to complain. SP did not reply to C's letters and did not reconnect the broadband. C complained to Otelo.

SP apologised for failing to reply to C's letters and advised that the broadband had been disconnected in error. The Ombudsman required SP to reconnect C as a matter of priority and to provide a goodwill credit to compensate C for the poor customer service.

12.0 Disputed Charges

12.1

C signed up to SP's telephone services and broadband but then cancelled because C was unable to receive free broadband. SP transferred the services and set up a broadband account and deducted payment from C's bank account. C rang to cancel and asked for a refund of the charges deducted from C's Direct Debit. C did not get any response from SP and the bank refunded under the Direct Debit Indemnity Scheme. SP then sent further bills and demands for payment. C telephoned and wrote to complain but did not receive any reply.

The Ombudsman considered that the customer service provided by SP had been poor. The Ombudsman considered that C had cancelled, that SP had incorrectly billed C and had failed to respond to C's letters of complaint. The Ombudsman therefore required SP to refund the payment made under protest for the outstanding balance on the account and to refund the broadband charges.

12.2

C received a telephone call from SP to say that a large balance had accrued on the account due to data card charges. C complained to SP that the card had been mis-sold and no cost information had been provided. SP responded to say that there was no evidence that this was the case, but it did offer to reduce the outstanding balance. C refused the offer and requested that all charges be refunded.

The Ombudsman concluded that the offer made by SP was fair and reasonable in this case and that C should accept the offer. SP was also required to apply a small credit to C's account for some poor customer service and any request for a payment plan.

12.3

C ordered mobile phone handsets for a small business. C then received six handsets from SP and complained as C ordered seven handsets. C also disputed the bills and claimed that they were higher than that agreed. C wrote to SP to terminate the contract and received a reply apologising for any shortfall in customer service but maintaining the contract. SP agreed to further investigate the billing query. C complained to Otelo.

SP provided a copy of the contract which specified six handsets and the charges. SP had investigated the billing query and had discovered that a discount of 15% had not been applied to the account. SP confirmed that this would be credited.

The Ombudsman examined the contract and did not consider that there was any evidence to support C's claim that SP was in breach of contract and therefore did not require SP to release C from the contract.

12.4

C's telephone line developed a fault. C reported the fault to SP. There was a delay in SP repairing the fault. C complained. SP offered a payment to C as a gesture of goodwill to recognise the delays. C did not feel it was reasonable.

The Ombudsman agreed that SP's offer was insufficient. SP was required to make an increased payment to C.

12.5

C received a bill with elevated call levels to a premium rate number. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault. The Ombudsman concurred with SP that according to the Terms and Conditions SP was not liable to reimburse C.

SP was not required to take any further action.

12.6

C incurred charges for dial-up internet calls which the Ombudsman considered were free with the package the Ombudsman agreed with SP. SP maintained that the charges were correct as the dial-up number used by C was incorrect.

The Ombudsman considered that the dial-up internet number used by C may have been incorrect and that C was therefore liable for the charges. However, it was noted that SP had agreed to a postponed payment plan, but subsequently disconnected C's services for non-payment and this was considered to be reflective of a shortfall in customer service. There was also no evidence that SP had responded to C's letters. SP was required to send a letter of apology and to provide a credit to C's account as a gesture of goodwill.

12.7

C incurred high charges and believed their sim card had been cloned. The Supplier stated that there was no conclusive evidence to suggest the sim card had been cloned. The Supplier stated the charges related to Premium Rate text messaging services instigated by C.

The Ombudsman was satisfied that the disputed charges related to a text message service and not a cloned sim card. The Ombudsman considered that the Supplier had provided C with a reasonable level of customer service. The Ombudsman required no further action to be taken by the Supplier.

12.8

C disputed call charges. SP agreed the calls had been charged incorrectly and agreed to recalculate them. C's next bill did not show a credit for the overpayment. SP confirmed the recalculation had not been done and agreed to place the account on hold until the disputed call charges were amended. However, it took a payment by DD from C's bank account. C cancelled the DD payment and made a manual payment for part of the bill, but refused to pay the full balance until the overpayment was credited. SP confirmed the account would be placed on hold again, but it subsequently demanded payment from C via letter and talking texts, even though the recalculation was still outstanding. C made a further part payment, but C's landline services were barred and then disconnected.

The Ombudsman considered SP's delay in recalculating the overpayment and its failure to keep the account on hold were reflective of a shortfall in customer service. It was noted that although C's account had been reconnected, CPS may not have been reactivated, so C may have incurred further incorrect call charges. SP was required to send a letter of apology, apply a credit equal to the overcharges and a further credit as a gesture of goodwill. It was also required to recalculate any additional overcharges C had incurred since the account was reconnected, apply a credit equal to the overcharged amount, confirm CPS was active and place the account on hold until all relevant credits had been applied.

12.9

C complained that SP had charged C for calls that should have been free under C's landline telephone contract over a prolonged period. SP admitted that it had charged C incorrectly. It said that it had now corrected the problem, and had applied a credit to C's account to cover the overcharging. It had paid a further amount as a goodwill gesture to recognise the inconvenience caused.

The Ombudsman acknowledged that C had been caused problems because of the delays in resolving the billing problem, but considered that the action SP's had taken to resolve the complaint was reasonable. SP was required to confirm the actions it had taken in writing.

12.10

C learned that SP had altered the categorisation of a certain class of numbers (077 prefixes). C learned that these were no longer to be included in the inclusive minutes bundle and on that basis requested the cancellation of the contract without penalty. SP refused this as historically C had never used these numbers and a text had been sent to all customers offering 30 days to cancel the contract if they wanted to in light of the change, which was brought about as a result of a direction from Ofcom.

SP was viewed as acting reasonably. No further steps were required of SP.

12.11

C took a package with SP that was to include free broadband. As the local exchange had not been through the Local Loop Unbundling process a charge was made repeatedly for the broadband service. When C enquired no clear explanation was provided which left C confused and frustrated. SP did upgrade the exchange and

applied the Local Loop Unbundling process meaning that the free service could then be provided but this was not explained to C. When the mistake was noted SP agreed to refund the charges previously collected.

SP was required to provide a letter of apology in respect of the poor customer service experienced in this case. This letter was also to confirm that the broadband service would now be provided free of charge; provide a credit to the account by way of refund for the monthly collections made for broadband charges and provide a goodwill gesture in the form of a credit to the account in respect of poor customer service experienced.

12.12

C complained to SP that there had been calls double billed on an invoice received and that the invoice was delivered late. SP accepted this and credited back the doubled calls and explained that after migrating the customer base of an alternative service provider there had been a technical problem that had been rectified. C was not happy with this explanation but it was considered appropriate. C also claimed that calls had been billed that had not been made. There was no support for the claim and it was not taken any further. A further complaint was made in relation to the format that SP presented its invoices. As this is a commercial decision it could not be taken any further.

It was recommended that SP should allow C to cancel the contract without penalty if C was still not happy with the service being received. This was to be a limited time offer.

12.13

C cancelled their services with the Supplier. The Supplier added an early termination fee to C's account. C disputed accepting the contract and believed the early termination fee should be cancelled. The Supplier provided a recording of the sales call, whereby C agreed to a minimum term contract with it. The Supplier offered to reduce the early termination fee.

The Ombudsman considered the evidence indicated that C had accepted a contract with the Supplier and therefore the early termination fee had been correctly added to C's account. The Ombudsman required the Supplier to fulfill its offer of a reduced termination fee.

12.14

C cancelled an account with SP due to a house move. It was accepted by SP that it continued to bill C even after the move. Three months after the house move SP accepted that the account should be closed and did this clearing the balance. SP accepted that there had been poor customer service in this case in that it had failed to respond to letters sent by C.

SP was required to provide a letter of apology, provide confirmation that it had cleared this account and provide an account of any monies applied to and collected on this account since the date of the house move. Any monies collected since that date were to be refunded and SP was required to provide a goodwill gesture in respect of the poor customer service experienced in this case.

12.15

C complained that after SP had been informed that the account had been cancelled it still delivered a number of invoices. SP provided a casefile which showed how the bills had been delivered but accepted that it had continued to deliver bills improperly. This was considered poor customer service.

SP was required to provide a small goodwill gesture in respect of the inconvenience caused in this matter.

12.16

C moved house and was unable to receive cable services from SP. C advised SP of house move and wrote to cancel. C received a bill for cable services at C's new address. C wrote to complain but did not get a reply. C received another bill and wrote again. C was assured by telephone that the balance would be cleared. C received another bill and again was assured that the balance would be cleared but it was not. C wrote to complain but received no answer and complained to Otelo.

SP could not explain why the account had not been credited as promised and assured the Ombudsman that the account balance had now been cleared. The Ombudsman considered that the customer service provided by SP had been poor and required SP to provide a goodwill refund to compensate C for the distress and inconvenience.

12.17

C cancelled their mobile phone with the Supplier. The Supplier agreed to cancel the service and refund the payments made by C. The mobile phone was not cancelled and C incurred further charges. There was a long delay before the Supplier cancelled the mobile phone but it failed to refund the payments made by C. C experienced a poor level of customer service.

The Ombudsman was disappointed that the Supplier failed to carry out the appropriate actions. It was without doubt that C had experienced a shortfall in customer service. The Supplier was required to refund the payments made by C. The Supplier was also required to make a goodwill payment and write a letter of apology for the shortfall that had occurred.

12.18

C contacted SP as incorrect charges have been raised. C added that a poor reply was received. SP accepted that incorrect charges had been raised.

It was concluded that C has been incorrectly invoiced for a service not received, been chased for an amount by SP collection agents that C did not owe and a poor reply to letters sent.

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

SP should offer C a goodwill gesture payment, by cheque, which includes the overpayment, expenses incurred and overall service shortfalls, confirm in writing that the

account is closed with a nil balance, contact its collection agents to ensure no further invoices are sent, ensure that no adverse data has been sent to any credit reference agency as a result of this episode and send a letter of apology

12.19

C obtained a broadband internet service from SP but shortly after receiving the service experienced intermittent connection problems. C complained about the faults but before giving SP sufficient time to resolve the problems, C cancelled the services. C then wanted a Migration Authorisation Code (MAC) from SP. SP supplied this but it expired before C's new Internet Service Provider was able to use it. SP promised to generate another one but it did not do this. C complained to the Ombudsman about the failure of SP to provide the Code and about charges SP had applied to the account for early cancellation.

The Ombudsman decided that C had not allowed SP's Technical Support Team to try to resolve the connection problems. SP had provisioned the service and before cancelling the service C should have allowed SP to exhaust its fault procedures. The result of this meant that there was nothing wrong with SP applying early termination fees for cancellation of the agreement mid-term.

The Ombudsman also commented that SP could not be held responsible for the failure of another Internet Service Provider in not utilising the MAC it had provided. However, SP had agreed to generate a further MAC and it should do this. By not taking this action earlier there had been a shortfall in customer service and SP should make a small gesture of goodwill to C to redress this.

12.20

C requested to have their additional set top box cancelled but SP failed to do this. C also disputed Talk Unlimited 24 charges. SP cancelled Talk Unlimited 24 and refunded the charges. C experienced a poor level of customer service.

Although SP had resolved the Talk Unlimited 24 issue, it had failed to resolve complaint regarding the additional set top box. The Ombudsman considered that a shortfall in customer service had occurred. SP was required to cancel the additional set top box and backdate the charges for this. SP was also required to make a nominal goodwill gesture and write a letter of apology for the shortfall that had occurred.

12.21

C cancelled broadband services and requested a MAC. C continued to receive bills and there were delays in obtaining a MAC. C transferred to another service provider but was unable to obtain broadband due to a marker on the line. C asked SP to remove the marker but SP failed to do so. C wrote to complain but did not receive a reply. C complained to Otelo.

SP accepted that there had been delays in the cancellation of the broadband account and offered a goodwill payment to compensate C. The Ombudsman considered that SP had made a reasonable offer.

12.22

C was meant to earn bonus points through a loyalty card with SP but SP had the wrong card details registered. SP amended the details but a system error deleted the correct details. SP refused to credit the bonus points saying C had registered incorrect card details. C experienced a poor level of customer service.

The Ombudsman was concerned that SP refused to register the points to the correct card as it was a system error which deleted the correct details. SP was required to credit the bonus points to C's loyalty card. The Ombudsman was of the opinion that a shortfall in customer service had occurred and SP was required to make a nominal goodwill payment. SP was also required to write a letter of apology.

14.0 Faults (Equipment)

14.1

C agreed to an upgrade from the SP, but when the handset arrived it had a fault so this was replaced. However, the SP then incorrectly set up the replacement as a new account and C complained about the separate bills being received. Despite a number of assurances being received, the SP failed to take the necessary corrective action. C also complained that the original contract had increased, suggesting that the SP had agreed to provide this at no extra cost. The SP denied this point.

It was concluded that the SP had set up a second account in error, therefore it was required to ensure this was cancelled with any payments received refunded. However, as there was no evidence to confirm if C's original contract was being charged at a higher tariff in error, no action was required in relation to this point. Although, a goodwill credit was to be made to the account in consideration of the poor customer service received, and a letter of apology provided.

14.2

C complained to SP about several faults with its service, including its Caller Display, landline and broadband services. SP logged faults with its Technical Support, but found that some of the faults could not be fixed immediately despite C having been advised this. C continued to complain to SP and chase a response, and also sent SP letters of complaint, but received no response. C did eventually receive a small credit from SP, but was unsure exactly what this was for.

The investigation found that C had received several shortfalls in customer service from SP both in relation to its response to the reported faults and also C's actual complaint. As it was unclear if the faults had since been resolved, it was proposed for SP to arrange for its Technical team to contact C regarding any outstanding issues, provide C with a goodwill credit and apology, and also ensure that C was not charged for its Caller Display service while it was not working.

15.0 Faults (Line)

15.1

C complained to the SP about the faults with their telephone service and broadband connection problems. The information received suggested C had made reasonable attempts to resolve this matter by telephone and in writing. However, C failed to receive an adequate level of customer service, or the relevant technical support due to the SP's busy telephone lines.

In resolution the SP was required to send a letter of apology, cancel the account without penalty, make a goodwill credit to the account, provide a refund of all call charges incurred by C when calling for assistance, and show how this amount has been calculated.

15.2

C experienced a line fault which was repaired by SP. C claimed that the line fault had resulted in continuous loss of service for five days. SP said that there had not been a continuous loss of service but two faults which it had repaired within its commitment time. However, SP offered C a small compensation award which C accepted. SP advised C that the compensation would appear on C's next billing cycle.

C cancelled Direct Debit payment arrangements because of the level of service C perceived C had received from SP. C received billing which did not show the compensation and then began to send SP letters about this. SP did provide C with a response but C would not accept the response and continue to withhold payment on the account for charges that were due and valid. SP disconnected services and commenced debt recovery action. C complained to the Ombudsman.

SP supplied the Ombudsman with a copy of C's billing which showed that the compensation had been applied as SP had agreed. It also explained that disconnection came about as a result of non-payment of charges due on the account.

The Ombudsman was satisfied that C had agreed with SP a level of compensation for the faults, no matter what the period was that affected the service, and this had provided a resolution to the issue. SP had implemented the resolution and it had acted within its right to disconnect services when C refused to pay for them. The Ombudsman could see no wrong- doing in this case on the part of SP and the Ombudsman therefore concluded that SP need not take any further action.

15.3

C's phone disconnected when the broadband service was in use. C reported it to SP. However, the problem remained unresolved and C also began to experience problems making and receiving calls. SP investigated and the issue affecting the calls was resolved. However, the original broadband problem remained. C had difficulty contacting SP and failed to receive a response to letters of complaint.

SP considered C's services had been affected due to migration to LLU. It confirmed it had failed to fully investigate the issues but that the matter had now been escalated.

The Ombudsman acknowledged the disruption C had experienced to broadband and telephone services and considered SP's failure to address the matter to be reflective of a shortfall in customer service. He was satisfied C had taken reasonable steps to seek resolution and noted SP had not responded to C's correspondence. SP was required to send a letter of apology and provide a payment as a gesture of goodwill.

15.4

C reported fault to SP but it was not repaired for eight weeks. C then lost service due to non-payment. C complained to SP but remained dissatisfied with the response. Sp provided a case file.

The Ombudsman said it was clear that C had received poor customer service from SP. SP failed to repair the fault and then barred C's service due to non-payment of a bill for services not used due to the fault. SP required to remove the outstanding balance. Award a nominal goodwill payment and send C a letter of apology.

16.0 Financial Loss

16.1

C complained that SP had been negligent and had caused C to incur substantial business losses due to the cancellation of the telephone service. SP stated that the service had been taken over by another supplier and therefore, SP was not to blame. C also complained about poor customer service issues, such as failure to inform and not contacted C back when requested.

The Ombudsman concluded that, if C wished to claim business losses and negligence, C would have to seek independent legal advice. However, there was some evidence of poor customer service and SP was required to provide a goodwill credit and review C's account to ensure C was not charged after a certain period for the service.

19.0 Installation

19.1

C complained that SP failed to provide a service. SP investigated and found there was a technical problem which prevented this. After several months SP agreed to terminate the transfer and offered a goodwill gesture.

The Ombudsman considered C had experienced poor service. SP was required to make an apology and improve its goodwill gesture in recognition of the delay before cancellation was accepted.

19.2

C placed an online order for services from SP and awaited the provision of the services. A landline and call service was activated but a broadband service was not. C complained to SP about this and SP explained that no request for that service had been

made. C placed a further order and was advised that the service would be provisioned in a given time frame. It was not and C had to make numerous further calls to chase the matter up. SP still delayed in provisioning the service and as a result C asked for cancellation of all services. C's cancellation request was not confirmed and C brought a complaint to the Ombudsman asking that the Ombudsman direct SP to cancel all services and pay compensation to C.

In response to the complaint SP accepted that there had been a delay in provisioning the broadband service and it offered to cancel the agreement with C without applying an early termination fee.

The Ombudsman directed that SP should maintain its offer about the termination fee but it should also make a goodwill gesture to C and send C a letter of apology in recognition of the shortfalls in customer service in this case.

22.0 Internet Connection

22.1

C agreed to receive a combined telephone and broadband package from the SP, but later complained when they were unable to connect to the internet. C attempted to resolve this matter by calling the SP and sending letters, while they complained that letters failed to receive a response and call back requests failed to be made. It was acknowledged by the SP that C had failed to receive adequate customer service, although it concluded that C hadn't given it full opportunity to resolve the connection problems. However, the SP then cancelled the account without penalty and refunded the connection fee. C remained unhappy stating no refund had been received, while they highlighted that demands were still being received.

It was concluded that the SP had now generally taken all necessary action to resolve this matter. However, in full consideration of the customer service issues raised and the doubts surrounding the continued billing, the SP was required to send a letter of apology; cancel any outstanding balance as a gesture of goodwill, providing a full written breakdown of all charges, credits and payments applied, make a goodwill cheque payment, review and answer C's letters, and any adverse credit information was removed.

22.2

C was unable to connect to the broadband service. C contacted SP but the connection problem was not resolved and C cancelled the contract. SP demanded payment up to the time of cancellation. C wrote to SP and refused to pay for the period C was without service. SP did not reply but referred the account to a debt collection agency. C wrote again but did not receive a reply. C complained to Otelo.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP. C experienced a long delay in resolving the broadband connection problem and SP did not respond to C's letters of complaint.

The Ombudsman required SP to credit the outstanding balance on the account and to provide a goodwill refund to compensate C for C's expenses and inconvenience. The Ombudsman also required SP to send a written apology together with written confirmation that the account was closed and the balance cleared with no adverse credit history.

24.0 Mis-selling

24.1

C felt that C had been mis-sold S's telephone and broadband services as C claimed C did not request the telephone service and also that C had been advised the broadband speed was higher. C complained to SP about this and provided it with details of the sales representative and although SP did respond quoting Terms & Conditions, it failed to comment on the complaint about the actual mis-sell.

The investigation found that C did not contact SP to cancel the broadband service within the designated cooling off period. However, it was also apparent that SP was unable to locate a copy of the initial application form that C had never used the service and also that SP did not investigate the mis-sell issue, despite being given details by C, as it had previously requested. On the balance of the information provided for investigation, it was considered that C may well have been mis-sold SP's service and, therefore, proposals were made for SP to clear the outstanding balance, close the account without penalty, provide C an apology and goodwill payment and also ensure that C's credit status had not been affected as a result.

24.2

C said that sales rep informed C that C would make a saving of 55% based on current telephone supplier. C then received bills and realised this was not the case. C disputed with SP and SP maintained that the contracts clearly stated that the savings were based on another company's standard charges. C continued to dispute and SP deadlocked C.

The Ombudsman confirmed that the signed contracts did clearly inform that the savings were based on another company's charges. The Ombudsman was however concerned with any mis-advice given at the point of sale and viewed this as unacceptable and poor customer service. As an amicable resolution the Ombudsman required SP to allow C to cancel the contract without penalty after one year's service.

24.3

C had not agreed to SP providing services but received two welcome letters stating the services were to be commenced. C telephoned to notify SP that the services were not wanted. SP confirmed it would cancel the services. C then had money requested by direct debit. C contacted SP again to request cancellation. SP confirmed the cancellation. The services were not fully cancelled and C experienced a delay of one month before full cancellation. C was chased for payment; and received debt collection letters. SP corresponded with C and made assurances that the services would be cancelled but that the call charges would remain as these had been incurred and would be payable to any provider. SP apologised by email and sent a letter notifying removal

of the services to another supplier. This was a standard letter. A letter dated the same date was received chasing the debt. On complaining to SP it offered to refund the account except for the call charges, cancel the account and made an offer of goodwill.

The Ombudsman required SP to investigate its sources to find out how C had been collected as a customer without authority. SP was to apologise and clear all charges on the account and refund any that had been paid to it, including the call charges as C could have missed out on discounts with the previous supplier. C had been chasing before the service was commenced and there had been a delay with the cancellation. It had sent conflicting information by notifying of the cancellation but continuing to chase the debt. SP was to confirm that C's credit history had not suffered adversely and make the goodwill offer as suggested.

24.4

C claimed SP had mis-sold the service. SP maintained that it had supplied the agreed service. The Ombudsman appreciated C's claims of mis-selling, but since the alleged mis-selling was of an oral nature this could not be proved. The Ombudsman found that SP has taken steps to resolve C's issues when they arose. No further action was required from SP.

28.0 Payments

28.1

C paid bill from SP by cheque but SP said this was not received. C sent letters to SP with proof of payment but received no response. SP said it could not find C's payment and required the back of the cheque as proof.

The Ombudsman examined C's bank statement which proved that the cheque payment had been cashed. As only SP could cash the cheque that it was surmised that payment had been received but not allocated to the correct account. SP was required to refund C and also award a nominal goodwill payment in recognition of the lack of response to letters received.

29.0 Premium Rate Services

29.1

C asked for premium rate services to be barred from a mobile phone but later received a bill containing charges for an interactive text service. SP explained that the bar applied only to calls as it is not possible to only bar premium rate services on the text service. It would have to bar all texts. Further, the texts interactive service is usually started by the customer texting the service, sometimes not realising that this will result in further chargeable texts being received on a regular basis. SP offered to credit the charges back as a goodwill gesture and to credit the line rental for the period of the dispute as the phone was not used. This was accepted as reasonable. SP also offered to credit back the early termination charges that were applied to the account as it had been cancelled as a result of the dispute.

SP was required to credit the premium text message charges, apply a credit for the unused month's line rental to the account and to provide a credit for the termination charges that would be applied to the account, if the phone is reconnected.

32.0 Refunds

32.1

C closed their telephone and broadband account with the SP. This led to a final bill being sent showing a credit balanced. C requested a refund of this on numerous occasions, with the SP stating this had already been made by credit card. C continued to dispute this, making many telephone calls and sending letters of complaint in the process. The SP maintained this position on the telephone, but failed to provide any response to the letters.

It was concluded that C had failed to receive an adequate level of customer and that the SP had not fully considered the possibility that the records had been updated without the payment transaction being completed. In resolution the SP was required to send a letter of apology and provide a goodwill cheque in consideration of the customer service issues and any telephone/postal charges incurred. The SP was also required to review the audit trail transactions for the day in question and confirm in writing if the refund was made, and to which account. If this showed the refund wasn't made, then the SP was required to provide a further cheque payment for the disputed amount.

33.0 Security

33.1

C applied to SP for subscription key for anti-virus software. C was not provided with this key for one month. C complained to SP but remained dissatisfied with the responses received. SP confirmed it had refunded C for call costs to SP and had also awarded a further goodwill payment as a resolution.

The Ombudsman said that the Ombudsman could not say why it took SP one month to provide the key but this delay was viewed as a shortfall in customer service. After review the Ombudsman required SP to award a further nominal goodwill payment and send a letter of apology to C.

34.0 Service Transfer

34.1

C complained to the SP about a telephone and internet service that they were tricked into transferring the service. The SP disputed the allegation stating the agreement was made through the internet and that this had been used by C; also suggesting that despite numerous letters and bills being received by C, they failed to make any contact to the SP at any time.

Without any evidence of mis-selling being received, and with C clearly having received a service, it was concluded that the SP has correctly raised the charges on the account. It was also concluded that had C failed to make the agreement then they would have been in contact much sooner. Therefore, no further action was required to be taken by the SP.

34.2

C agreed to SP's landline and broadband service but experienced problems with both. C was unable to transfer the broadband service to SP with the code C had been given, yet SP did nothing about this and C was left without the broadband service. C was also incorrectly charged for part of the landline service that should have been free. C complained to SP about these matters and SP did not try to resolve the matter until the last minute, when an offer was made but C declined this and the matter reached deadlock.

For the broadband, the investigation could not determine if SP or the previous provider was at fault, but as C's service provider, it was considered it should have been more proactive in enabling C to use its service. In relation to the overcharging, SP maintained this was correct, but this was contrary to the information contained in its case-file. It was also clear that C had incurred other charges, not received certain benefits and also received a total shortfall in customer service throughout. On this basis, it was proposed for SP to close the account without penalty and with a zero balance, provide C with a refund and goodwill payment, an apology, and also ensure C's credit status had not been affected as a result.

34.3

C complained that an unwanted account was set up by SP. SP stated that C had provided its sales agent with all the necessary details and considered the account legitimate. However, SP admitted C called within the cooling off period to cancel, but the request was not observed.

The Ombudsman considered C had experienced poor customer service, requiring an apology and goodwill payment, with an assurance that C's credit reference was amended if necessary, so as not to affect them in the future.

34.4

C complained that SP delayed providing service at a new address for landline and broadband due to SP inputting the wrong details. C also complained that SP did not provide a replacement SIM card for six weeks. C sent letters to SP but received no written response. C requested compensation and to cancel the broadband service without penalty.

The Ombudsman said that after examination of the evidence provided C had received poor customer service from SP. SP failed to provide services when agreed due to an error and also failed to provide C with a SIM card for six weeks. SP was required to provide C with a MAC code, allow C to migrate broadband without penalty and award a nominal goodwill payment.

34.5

C moved house and asked SP to transfer the telephone and broadband service. C had to move back to BT and then transfer to SP again and would have to pay a disconnection fee which would be refunded on completion of the transfer back. C objected to this. SP did not cancel the accounts but placed an outgoing bar on the line. SP continued to bill C at the old address and to take Direct Debit payments. C wrote to complain and asked for the House Move forms on two occasions but did not receive a reply. C complained to Otelo.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP. The Ombudsman required SP to refund the Direct Debit payments taken since the date of the house move, plus a goodwill gesture to compensate for the poor customer service. The Ombudsman also required SP to close the old account and to arrange for the telephone and broadband services to be transferred to SP as a matter of priority and to waive any disconnection or reconnection charge.

34.6

C was receiving a package of services from SP and asked for them to be transferred when C moved house. SP transferred the telephone service but failed to transfer a broadband service. C repeatedly called SP about activation of this service and whilst SP made many promises that this would be completed within a variety of time scales, it never was. C wanted SP to either provision the service, or allow C to cancel the contract without incurring an early termination fee.

SP told the Ombudsman that the failure to activate the broadband service had been due to a system error but it would endeavor to complete this on receipt of a necessary Migration Authorisation Code (MAC) from C.

The Ombudsman concluded that if SP, having received a MAC from C was unable to provision the service it should accede to C's request for early cancellation without applying a termination fee.

The Ombudsman also commented that there had been shortfalls in customer service on the part of SP and in recognition of these, SP should send C a letter of apology and make a small goodwill gesture.

34.7

C was going to transfer service from SP but was then informed of penalty fee. C remained with SP but was still charged a penalty fee. C also lost service. C required the removal of the termination fees and compensation due to loss of service. SP proposed to remove the outstanding balance as goodwill including the termination fees.

The Ombudsman said that C had been misinformed about the termination fee. However SP's proposal to remove the outstanding balance, which included calls and rental that C was liable for, was a reasonable resolution. SP required to implement the actions it had proposed.

36.0 Tariffs

36.1

C checked the credit balance on a PAYG mobile and discovered the price plan had been changed to a more expensive option. C contacted SP, which changed the tariff back to C's previous price plan. C complained that whilst on the incorrect tariff, increased call charges were incurred. C requested a refund of the overcharges. SP offered a credit equal to just over 50% of the increased charges, which C accepted. C subsequently requested a refund of the full amount. SP considered C had accepted the first credit in full and final settlement of the matter. C disputed this and continued to pursue the complaint.

SP failed to provide any evidence that C had asked to be placed on the higher rate tariff, therefore the Ombudsman considered it reasonable for SP to provide a refund of the total charges C had incurred. SP was required to send a letter of apology and apply a credit equal to the remainder of the overcharged amount.